These are the "Contract DOCUMENTS ~~Bills~~" as referred to in the Form of Contract

dated 30th October 2014

Signed Employer

Contractor

ARTELIA INTERNATIONAL

Contract Documents

for

Enhancements and Improvements to Grenfell Tower

at

Grenfell Road, London W11 1TQ

Employer (Client)

Kensington and Chelsea Tenant Management Organisation
The Network Hub
292a Kensal Road
London
W10 5BE

CDM Coordinator

Artelia UK
High Holborn House
52 – 54 High Holborn
London
WC1V 6RL

Employer Agent

Artelia UK
High Holborn House
52 – 54 High Holborn
London
WC1V 6RL

Quantity Surveyor

Artelia UK
High Holborn House
52 – 54 High Holborn
London
WC1V 6RL

Client Technical Adviser (M&E Services)

Max Fordham LLP
The Rothunda
42-43 Gloucester Crescent
Camden
London
NW1 PE2

Principal Contractor

Rydon Maintenance Ltd
Rydon House
Station Road
Forest Row
East Sussex
RH18 5DW

July 2014

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ARTELIA INTERNATIONAL

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APPENDICES

(All Contract drawings, specification and reports are on CD-ROM)

Appendix	A	List of Contract Drawings, Specification and Sundry Reports including: - Architectural drawings and information Fire Risk Assessment Health and Safety Plan M and E drawings and information Room Data Sheets Structure and Drainage drawings and information Surveys, including Asbestos and Concrete health TMO code of practice for works in occupied premises Part L Building Regulations Any other relevant Reports
Appendix	B	Planning Conditions
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Part 1

JCT Design and Build Contract (2011 Edition) as amended

Dated 30th October 2014

The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited

and

Rydon Maintenance Limited

JCT Design and Build contract (2011 edition) as amended

relating to enhancements and developments to Grenfell Tower

Trowers & Hamlins LLP
Sceptre Court
40 Tower Hill
London
EC3N 4DX

t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.trowers.com

with minor subsequent project specific additions by KCTMO

Articles of Agreement

dated 2014

Parties

(1) **The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited** (registration number 03048135) whose registered office is at 292a Kensal Road London, United Kingdom, W10 5BE (the **Employer**), and

(2) **Rydon Maintenance Limited** (registration number [01651097) whose registered office is at Rydon House, Station Road, Forest Row, East Sussex, RH18 5DW (the **Contractor**)

Recitals

First The Employer wishes to have the design and construction of enhancements and developments carried out at Grenfell Tower, Grenfell Road, London W11 1TQ (the **Works**) in accordance with the conditions and schedules annexed to the JCT Design and Build Contract (2011 edition) a copy of which is annexed to this Agreement subject to the amendments and insertions set out in Appendix 1 to this Agreement (hereinafter together called the **Conditions**) and the Employer has supplied to the Contractor documents showing and describing or otherwise stating his requirements (the **Employer's Requirements**).

Second In response to the Employer's Requirements the Contractor has supplied to the Employer:

1 documents showing and describing the Contractor's proposals for the design and construction of the Works as set out in Appendix 6 (the **Contractor's Proposals**); and

2 an analysis of the Contract Sum as set out in Appendix 7 (the **Contract Sum Analysis**).

Third The Contractor has examined the Employer's Requirements and subject to the Conditions, is satisfied that the Contractor's Proposals and the Contract Sum Analysis meet the Employer's Requirements.

Fourth For the purposes of the Construction Industry Scheme (**CIS**) under the Finance Act 2004 the status of the Employer as at the Base Date, is that stated in the Contract Particulars.

Fifth The Works are not divided into Sections

Sixth The Contract is not supplemented by a Framework Agreement

Seventh The Supplemental Provisions identified in the Contract Particulars apply.

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Articles

Now it is hereby agreed as follows:

Article 1 **Contractor's obligations**

The Contractor shall complete the design for the Works and carry out and complete the construction of the Works in accordance with the Contract Documents.

Article 2 **Contract Sum**

The Employer shall pay the Contractor at the times and in the manner specified in the Conditions, the VAT exclusive sum of Eight Million Five Hundred and Fifty Six Thousand One Hundred and Thirty Three pounds only (£8,556,133.00) (the **Contract Sum**) or such other sum as shall become payable under this Contract.

Article 3 **Employer's Agent**

For the purpose of this Contract the Employer's Agent is Appleyards Limited (Company number 039355522) (trading as Artelia UK) of High Holborn House, 52-54 High Holborn, London, WC1V RL or such other person as the Employer shall nominate in his place. Save to the extent that the Employer may otherwise specify by written notice to the Contractor, the Employer's Agent shall have full authority to receive and issue for the applications, consents, instructions, notices, requests or for statements and to otherwise act for the Employer under any of the Conditions.

Article 4 **Employer's Requirements and Contractor's Proposals**

The Employer's Requirements, the Contractor's Proposals and the Contract Sum Analysis are those referred to in the Contract Particulars.

Article 5 **CDM Co-ordinator**

The CDM Co-ordinator for the purpose of the CDM Regulations is Appleyards Limited (Company number 039355522) (trading as Artelia UK) of High Holborn House, 52-54 High Holborn, London, WC1V RL or if he ceases to be the CDM Co-ordinator, such other person as the Employer shall appoint pursuant to regulation 14(3) of the CDM Regulations.

Article 6 **Principal Contractor**

The Principal Contractor for the purposes of the CDM Regulations and the SWMP Regulations is the Contractor or, if he ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 14(3) of the CDM Regulations and/or regulation 4 of the SWMP Regulations.

The Contractor warrants to the Employer that he has the necessary expertise to undertake the role of Principal Contractor as defined in the CDM Regulations and the SWMP Regulations and has sufficient resources and will allocate those resources to the fulfilment of his duties as Principal Contractor.

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Article 7 **Adjudication**

If any dispute or difference arises under this Contract, either Party may refer it to adjudication in accordance with clause 9.2.

Article 8 **Legal proceedings**

Subject to article 7, the English courts shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Contract.

Article 9 **Performance Bond and Parent Company Guarantee**

On the date of this Contract the Contractor shall submit to the Employer:

(a) a Performance Bond to be issued in favour of the Employer by a bank or insurance company acceptable to the Employer duly registered and trading in the United Kingdom and to be executed as a deed in the form set out in Part 1 Appendix 2 to this Agreement in an amount equivalent to ten percent (10%) of the Contract Sum, and

(b) if the Contractor is a subsidiary of another company a Parent Company Guarantee in the form set out in part 2 Appendix 2 to this Agreement to be executed as a deed by the Contractor's ultimate holding company or (in the Employer's sole discretion) a Parent Company Guarantee from such other company within the Contractor's group of companies as the Employer shall accept.

It shall be a precondition to the Contractor's entitlement to payment under this Contract that the Contractor has delivered to the Employer the Performance Bond and/or the Parent Company Guarantee duly executed as a deed and in the form required by this Article.

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Contract Particulars

Part 1: General

Clause	Subject	
Fourth Recital and clause 4.5	Construction Industry Scheme (CIS)	Employer at the Base Date is a 'contractor' for the purposes of the CIS
Fifth Recital	Description of Sections	Not applicable
Sixth Recital	Framework Agreement (if applicable)	Not applicable
Seventh Recital and Part 1 of Schedule 2	Supplemental Provisions – Part 1 *(Where neither entry against an item is deleted the relevant paragraph does not apply)*	
	Site Manager	Paragraph 1 applies
	Named Sub-Contractors	Paragraph 2 does not apply
	Bills of Quantities	Paragraph 3 does not apply
	Valuation of Changes – Contractor's estimates	Paragraph 4 applies
	Loss and expense – Contractor's estimates	Paragraph 5 applies
Seventh Recital and Part 2 of Schedule 2	Supplemental Provisions – Part 2 *(Where neither entry against an item is deleted the relevant paragraph does not apply)*	
	Acceleration Quotation	Paragraph 6 applies
	Collaborative working	Paragraph 7 applies
	Health and safety	Paragraph 8 applies
	Cost savings and value improvements	Paragraph 9 applies
	Sustainable development and environmental considerations	Paragraph 10 applies
	Performance indicators and monitoring	Paragraph 11 applies
	Notification and negotiation of	Paragraph 12 applies

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Clause	Subject	
	disputes	
	Where paragraph 12 applies, the respective nominees of the Parties are	Employer's nominee: **Peter Maddison** of 292(a) Kensall Road, London, W10 5BE Contractor's nominee: **Simon Lawrence** of Rydon House, Station Road, Forest Row, East Sussex, RH18 5DW or such replacement as each Party may notify to the other from time to time
Article 4	Employer's Requirements	
Article 4	Contractor's Proposals	
Article 4	Contract Sum Analysis	
1.1	Base Date	14th February 2014
1.1	CDM Planning Period	The period of six (6) weeks ending on the Date of Possession
1.1	Date for Completion of the Works *(where completion by Sections does not apply)*	4th September 2015
1.1	Sections: Dates for Completion of Sections	Does not apply
1.7	Addresses for service of notices etc. by the Parties *(If none is stated, the address in each case, and subject to clause 1.7.3, shall be that shown at the commencement of the Agreement.)*	Employer: Peter Maddison, 292a Kensal Road, London, United Kingdom, W10 5BE Contractor: Simon Lawrence of Rydon House, Station Road, Forest Row, East Sussex, RH18 5DW
2.3	Date of Possession of the Site *(where possession by Sections does not*	2nd June 2014

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Clause	Subject	
	apply)	
	Sections: Dates of Possession of Sections	Section Does not apply
2.4	Deferment of possession of the Site *(where possession by Sections does not apply)*	Clause 2.4 applies. Maximum period of deferment 6 weeks.
2.4	Sections: deferment of possession of Sections	Not applicable
2.29.2	Liquidated damages *(where completion by Sections does not apply)*	£7,280.00 per calendar week or pro rata thereof
2.29.2	Sections: rate of liquidated damages for each Section	Not applicable
2.34	Sections: Section Sums	Not applicable
2.35	Rectification Period *(where completion by Sections does not apply) (If no other period is stated, the period is 12 months.)*	12 months from the Date of Completion of the Works
2.35	Sections: Rectification Periods	Not applicable practical completion of the Section
2.41	Latent Defects Insurance	Not applicable
4.6	Advance payment	Does not apply
4.6	Advance payment bond	Not applicable
4.7	Method of Payment	Periodically in accordance with Alternative B (clause 4.14)
	Alternative B: Periodic Payments – Dates of Interim Applications *(If no date is stated the date for the first*	The first date to be agreed and thereafter the same date in each month or the nearest Business

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Clause	Subject	
	Interim Application is one month after the Date of Possession.)	Day in that month
4.9.1	Interim payments – final date and amount	The final date for payment of an Interim payment shall be 23 days from its due date or receipt by the Employer of a VAT invoice from the Contractor whichever shall be later
4.15.4	Listed Items – uniquely identified *(Delete the entry if no bond is required.)*	No bond is required for Listed items uniquely identified
4.15.5	Listed Items – not uniquely identified	No bond is required for Listed items not uniquely identified
4.17	Contractor's Retention Bond *(Not applicable where the Employer is a Local Authority. Also not applicable unless stated to apply and relevant particulars are given below.)*	Does not apply
4.18.1	Retention Percentage	Five percent (5%)
5.5	Daywork	The Percentage Additions to each section of the prime cost or, if they apply in respect of labour, the All Inclusive Rates are set out in the following documents:
6.4.1.2	Contractor's insurance – injury to persons or property	
	Insurance cover *(for any one occurrence or series of occurrences arising out of one event)*	Fifteen million pounds (£15,000,000)
6.5.1	Insurance – liability of Employer	Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: Ten million pounds (£10,000,000)

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Clause	Subject	
6.7 and Schedule 3	Insurance of the Works – Insurance Options	Schedule 3: Insurance Option C applies
6.7 and Schedule 3 Insurance Option A (paragraphs A.1 and A.3), B (paragraph B.1) or C (paragraph C.2)	Percentage to cover professional fees *(If no other percentage is stated, it shall be 15 per cent.)*	Fifteen percent (15%)
6.7 and Schedule 3 Insurance Option A (paragraph A.3)	Annual renewal date of insurance *(as supplied by the Contractor)*	
6.10 and Schedule 3	Terrorism Cover – details of the required cover *(state reference numbers and dates or other identifiers of documents setting out the requirements. Unless otherwise stated, Pool Re Cover is required.)*	Pool Re Cover is required
6.12	Professional Indemnity insurance	
	Level of cover	Amount of indemnity required relates to claims or series of claims arising out of one event and is Ten million pounds (£10,000,000)
	Cover for pollution/contamination claims *(if no amount is stated, such cover shall not be required; unless otherwise stated the required limit of indemnity is an annual aggregate amount)*	Not applicable
	Expiry of required period of Professional Indemnity insurance	Twelve (12) years from the date of Practical Completion of the Works
6.14	Joint Fire Code	The Joint Fire Code applies
	If the Joint Fire Code applies, state whether the insurer under Schedule 3, Insurance Option A, B or C (paragraph C.2) has specified that the Works are a 'Large Project':	* Yes

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Clause	Subject	
6.17	Joint Fire Code – amendments /revisions *(The cost shall be borne by the Contractor unless otherwise stated.)*	The cost, if any, of compliance with amendment(s) or revisions(s) to the Joint Fire Code shall be borne by the Contractor.
7.2	Assignment/grant by Employer of rights under clause 7.2	Clause 7.2 applies.
8.9.2	Period of suspension *(If none is stated, the period is 2 months.)*	Two (2) months
8.11.1.1 to 8.11.1.6	Period of suspension *(If none is stated, the period is 2 months.)*	Two (2) months
9.2.1	Adjudication	
	Nominating body	The Adjudicator is to be appointed by the Royal Institution of Chartered Surveyors

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This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

executed as a deed by **The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited** acting by_____], a director)

in the presence of:) ~~Director~~ Secretary

witness signature:

name:

address:

occupation:

executed as a deed by **Rydon Maintenance Limited** acting by_____a director)

in the presence of:) Director

witness signature:

name: S BLAKE

address: C/O RYDON HOUSE

occupation:

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Appendix 1

Amendments and insertions

Clause 1.1

Delete the definitions of **Conditions, Development Control Requirements, Listed Items** and **Practical Completion Statement.**

Insert:

"**Agreement:** the Articles of Agreement to which these Conditions are annexed consisting of the Recitals, the Articles, the Contract Particulars and appendices 1 to 7.

Anti-corruption Policy: the Employer's [ethics, anti-bribery and anti-corruption policies] [dated [ ] reference [ ] copies of which have been provided to the Contractor] [copies of which are attached at Appendix 5 to the Agreement] as may be amended from time to time and notified to the Contractor.

Associated Person: a person (including an employee, agent or subsidiary) who performs services for or on the Contractor's behalf.

Best Environmental Practice: best practice generally as followed by design and build contractors skilled and experienced in the remediation and redevelopment of contaminated sites and shall be deemed to include (as a minimum) compliance with all Environmental Laws.

Bribery Act: the Bribery Act 2010.

Conditions: the Conditions as defined in the First Recital in the Agreement.

Corrupt Activity: extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money-laundering or any similar activity, bribery and/or corruption including, without limitation, any activity, practice or conduct which would or could constitute an offence under sections 1, 2 or 6 Bribery Act whether in connection with the Works or otherwise.

Deed of Novation: the standard form novation agreement published by the City of London Law Society.

Design Sub-Contractor: any sub-contractor or sub-consultant whose obligations include a material contribution to the design of the Works including without limitation those stated in the Contract Particulars.

Development Control Requirements: any statutory provisions and any decision of a relevant authority thereunder which controls the right to develop the site and any statutory codes or practice and statutory guidance notes.

EIR - the Environmental Information Regulations 2004 and any re-enactments and amendments.

EIR Code - the Code of Practice on the Discharge of Public Authorities' Functions under section 16 EIR and any re-enactments and amendments.

Energy Conservation Grant Fee – five percent (5%)of the Energy Conservation Grant Funding.

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Energy Conservation Grant Funding – grant funding for the Works in respect of energy conservation measures to be obtained by the Contractor in accordance with Clause 2.50.

Environment: all and any of the following media being water (wherever situate), air (wherever situate) as well as humans and their property, plants, animals and eco-systems.

Environmental Laws: all or any applicable law including common law, statute, civil code, statutory guidance or by-law in each case which has as its purpose or effect the protection of the Environment.].

Equality Act: the Equality Act 2010.

FOIA - the Freedom of Information Act 2000 and any re-enactments, amendments and relevant regulations;

FOIA Code - the Secretary of State for Constitutional Affairs' Code of Practice on the Discharge of Public Authorities' Functions under section 45 FOIA and any re-enactments and amendments.

Group Company: any subsidiary or holding company of the Employer or another subsidiary or holding company of such company as subsidiary and holding company are defined in section 1159 Companies Act 2006 [including, without limitation, the Owner].

Information - 'information' as defined in section 84 FOIA and/or 'environmental information' as defined in section 2 EIR.

Intellectual Property Rights means all intellectual property rights (including, without limitation, patents, trade marks, designs, design rights, copyright, inventions, trade secrets, know how and confidential information) and all applications for protection of any of the same.

KPIs: the key performance indicators set out in Appendix 4 to the Agreement.

Latent Defects Insurance Documents: [documents offering cover under the NHBC's Buildmark Choice scheme comprising the offer of cover, the acceptance of cover and the Buildmark Choice booklet] [documents offering cover under the Premier Guarantee Insurance Scheme] [documents offering cover under the Building Lifeplan Insurance Scheme].

Manufacturers' and Suppliers' Warranties: warranties in favour of the Employer from manufacturers and suppliers of materials and equipment installed as part of the Works as particularised in the Employer's Requirements.

Moral Rights: moral rights under Chapter IV Part 1 Copyright Designs and Patents Act 1988.

Practical Completion: takes place when the Works are complete for all practical purposes pursuant to clause 2.27 and, in particular:

- the relevant Statutory Requirements have been complied with and any necessary consents or approvals obtained;
- neither the existence nor the execution of any minor outstanding works would affect their use;

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- any stipulations identified in the Employer's Requirements as being essential for Practical Completion to take place have been satisfied.

and Practically Complete shall be construed accordingly.

Relevant Statement: the Final Statement or if issued first the Employer's Final Statement.

Requests for Information – has the meaning set out in the FOIA or any apparent request for information under the FOIA, the EIR, the FOIA Code or the EIR Code.

Third Party Agreements: any and all agreements relating to or affecting the Works or the completed Works which have been entered into or may be entered into by the Employer and/or a Group Company including any agreements referred to as such in the Employer's Requirements and any agreements for lease."

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Section 1: Definitions and Interpretations

Clause 1.6

Delete clause 1.6 and insert:

"Nothing in this Contract confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999."

Clause 1.8.1

At end of clause insert as a new hanging paragraph:

"**provided always that** it shall not relieve the Contractor of its liability under the Contract in respect of any latent defects in the Works due to faulty goods, materials, designs or workmanship."

Clause 1.8.1.1

Delete clause 1.8.1.1 and insert "Not used."

Clause 1.8.3

In line 1 after "4.12.6" insert "or if any proceedings are commenced for the purpose specified in and within the period stated in clause 1.8.4"

Clause 1.9

In line 1 delete "Save as stated in clause 1.8 no" and insert "No"

Clause 1.10

Delete clause 1.10 and insert:

"This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales."

Clause 1.11

Insert new clause 1.11:

"All references to arbitration, fluctuations and fluctuation provisions in the Contract shall be deemed to be deleted."

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Section 2: Carrying out the Works

Clause 2.1.1

In line 1 after "workmanlike manner" insert ", in accordance with good building practice"

In line 3 after "for that purpose shall" insert "carry out and"

Clause 2.1.3

Insert at the start of the clause:

"The Contractor shall be responsible for obtaining all statutory consents to enable the Works to be completed in accordance with the Employer's Requirements."

At the end of the clause before "." insert "and when requested to do so by the Employer the Contractor shall provide the Employer with evidence that he has complied with all Statutory Requirements and given all notices required by the Statutory Requirements"

Clause 2.1.5

Insert new clause 2.1.5:

"2.1.5.1 The Contractor warrants that it has not used and shall not use and has exercised and shall continue to exercise the standard of skill and care required by clause 2.17.2.1 to ensure that it has not and shall not specify authorise cause or allow to be used in the Works any products or materials which:

2.1.5.1.1 do not conform with British or European Standards (where appropriate) or Codes of Practice (or where no such standard exists do not conform with a British Board of Agrément Certificate); and/or

2.1.5.1.2 are generally known in the construction industry to be deleterious, in the particular circumstances in which they are specified for use, to health and safety and/or the durability of buildings or structures; and/or

2.1.5.1.3 do not comply with the guidance set out in the "Good Practice in the Selection of Construction Materials 2011" published by the British Council of Offices; and/or

2.1.5.1.4 are specifically prohibited by this Contract.

2.1.5.2 The Contractor will immediately notify the Employer if it becomes aware of any proposed or actual specification and/or use in the Works of any products and/or materials which do not comply with clause 2.1.5.1."

Clause 2.1.6

Insert new clause 2.1.6:

"Where the Employer's authorisation or completion of documentation in respect of the Statutory Requirements is required the Contractor shall furnish the relevant documentation to the Employer and permit the Employer a period of 10 Business Days to authorise or complete it."

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Clause 2.2.1

Delete clause 2.2.1 and insert:

"All materials, goods and workmanship used in the execution of the Works shall be of such kinds and of such quality as are necessary to enable the Contractor to comply with his obligations under this Contract."

Clause 2.2.2

Delete clause 2.2.2 and insert:

"The Contractor shall not make any substitution for any materials goods or workmanship specified or described in the Employer's Requirements or (if not specified or described in the Employer's Requirements) as set out in the Contractor's Proposals or in the specifications revised and returned to the Contractor by the Employer in accordance with the Contractor's Design Submission Procedure set out in Schedule 1 without the prior consent (not to be unreasonably withheld or delayed) in writing of the Employer."

Clause 2.7.1

Delete clause 2.7.1 and insert "The Contract Documents shall be prepared in duplicate and once completed one set shall remain in the custody of the Employer and the other set shall be returned to the Contractor."

Clause 2.7.2

In lines 2-3 delete "one copy, certified on behalf of the Employer, of the Contract Documents together with"

Clause 2.9

Delete clause 2.9 and insert:

"2.9.1 The Employer shall define the boundaries of the site by reference to a plan or drawing and the Contractor shall be responsible for accurately marking-out the boundaries of the Site. The Contractor shall ensure that the Works are completed within such boundaries.

2.9.2 The Contractor shall be deemed to have satisfied itself as to the extent of the boundaries comprising the site of the Works and notwithstanding any other provision of this Contract no matter arising from the extent of the boundaries of the site of the Works shall give rise to any adjustment of the Contract Sum or any extension of time (whether under clause 2.25 or otherwise) or to any entitlement on the part of the Contractor to loss and expense (whether under clause 4.20 or otherwise) or to any entitlement on the part of the Contractor to determine his employment under this Contract (whether under clauses 8.9 to 8.12 or otherwise).

2.9.3 The Contractor shall comply with any restrictions on the carrying out of the Works including, without limitation, scaffold and crane over-sailing arrangements, site access, working hours, noise levels and any other constraints on working space or

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conditions set out in or reasonably inferred from the Employer's Requirements or the Contractor's Proposals. Any costs incurred by the Contractor for such compliance shall be deemed to be included in the Contract Sum."

Clause 2.10.1

In line 3 delete "and such instruction shall be treated as a Change" and insert "and the Contractor shall comply with such instruction without cost to the Employer"

Clause 2.11

Delete clause 2.11 and insert "Not used."

Clause 2.12

Delete clause 2.12 and insert "Not used."

Clause 2.13

Delete clause 2.13 and insert "Not used."

Clause 2.14

Delete clause 2.14 and insert:

"2.14.1 Where there is a discrepancy within the Contractor's Proposals or within the Employer's Requirements or between the Employer's Requirements and the Contractor's Proposals the Contractor shall notify the Employer of his proposed amendment to remove the discrepancy; and (subject always to compliance with Statutory Requirements) the Employer shall decide between the discrepant items or otherwise may accept the Contractor's proposed amendment and the Contractor shall be obliged to comply with the decision or acceptance by the Employer without cost to the Employer.

2.14.2 The Contractor accepts entire responsibility for the Employer's Requirements and the Contractor's Proposals and for any mistake inaccuracy or omission in the Employer's Requirements and/or the Contractor's Proposals. Any mistake, inaccuracy or omission in the Employer's Requirements, the Contractor's Proposals or in any drawings details documents or information referred to in clause 2.8 and schedule 1 shall be corrected by the Contractor without cost to the Employer.

2.14.3 The Contractor shall not have or make any claim for an extension of time under clauses 2.25 and 2.26 or for loss and/or expense under clauses 4.20 and 4.21 and clause 8.9 shall not have effect where and to the extent that the cause of the progress of the Works having been delayed affected or suspended is due to any such discrepancy mistake inaccuracy or omission as is referred to in clauses 2.14.1 or 2.14.2 or any failure by the Contractor to provide necessary drawings or documents in due time.

2.14.4 If the Contractor or the Employer finds any such discrepancy as referred to in clause 2.14.1 or any mistake, inaccuracy or omission as referred to in clause 2.14.2 he

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shall immediately notify the other specifying the discrepancy, mistake, inaccuracy or omission."

Clause 2.15.1

In second sentence delete "entirely at his own cost" and insert "at no additional cost to the Employer" and delete "and the Employer shall note the amendment on the Contract Documents "

Clause 2.15.2.1

In line 1 delete "If" and insert "Subject to clause 2.15.3, if"

Clause 2.15.2.2

In line 1 delete "If" and insert "Subject to clause 2.15.3, if"

In line 4 before "." insert "**provided always** that any amendment to the Contractor's Proposals necessary for conformity with Building Regulations or for conformity with any requirement or decision of a building control officer and/or fire officer shall not be treated as a Change"

Clause 2.15.3

Insert new clause 2.15.3:

"The provisions of clause 2.15.2.1 and clause 2.15.2.2 in respect of a change in the Statutory Requirements shall only apply if the change could not reasonably have been foreseen by the Contractor prior to the Base Date."

Clause 2.17

Delete clause 2.17 and heading and insert:

"2.17.1 The Contractor shall (to the extent set out in clause 2.17.2.1 below) be fully responsible in all respects for the design of the Works including:

2.17.1.1 any design contained in the Employer's Requirements and for any discrepancy in or divergence between the Employer's Requirements and/or the Contractor's Proposals and/or any drawings, details, documents and other information submitted by him in accordance with clause 2.8;

2.17.1.2 but not limited to the co-ordination and integration of all design and the interface between design elements for the Works whether carried out by the Contractor or by any other party engaged on the Works and the Contractor shall adopt and take responsibility for any design work in relation to the Works which may be carried out or which may have been carried out by professional consultants or specialist Sub-Contractors or by any other person at the request of the Employer;

2.17.1.3 all aspects of design development, selection of goods and materials and the satisfaction of performance specifications included or referred to in the Employer's Requirements, the Contractor's Proposals, this Contract or any Change.

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2.17.2 Without prejudice to any expressed or implied warranties or conditions or to the generality of clause 2.17.1, the Contractor warrants to the Employer that:

2.17.2.1 the design of the Works (including any design carried out by any design consultant or any sub contractor with design responsibility or by any other person whether or not employed or engaged by the Contractor) has been and will be carried out using all the reasonable skill and care to be expected of a professionally qualified and competent design and build contractor experienced in the carrying out of such work for projects of a similar size scope value character and complexity to the Works;

2.17.2.2 subject to clause 2.17.2.1, the Works will when completed comply with any performance specification or requirements included or referred to in the Employer's Requirements or the Contractor's Proposals, this Contract or in any Change;

2.17.2.3 subject to clause 2.17.2.1, the Contractor shall design and construct the Works in compliance with all Consents (including the discharge of any reserved matters in planning consents relating to the Works), Statutory Agreements, Statutory Requirements, relevant codes of practice British Standards or EU equivalents and manufacturers recommendations and the requirements of the insurers of the Employer (insofar as details have been provided to the Contractor at the date of this Contract)."

Clause 2.22

Delete clause 2.22 and insert "Not used."

Clause 2.25.1.3

Insert new clause 2.25.1.3:

"and **provided that** (a) the Contractor has complied with clause 2.25.6 and (b) any delay caused by a Relevant Event which is concurrent with another delay for which the Contractor is responsible shall not be taken into account;"

Clause 2.26

In line 1 after "clauses 2.24 and 2.25" insert "(but only to the extent that such events are not consequent upon or necessitated by any omission, default, negligence or breach of contract or breach of statutory duty of the Contractor, his servants or agents or any sub contractor, sub consultant or supplier or their respective servants or agents)"

Clause 2.26.2.1

Delete clause 2.26.2.1 and insert "Not used."

Clause 2.26.2.2

In line 1 after "3.11" insert "(to the extent that the Employer's Requirements provided insufficient information to enable the Contractor to make a sufficient allowance prior to the issue of such instructions for the effects on the programme of those instructions)"

Clause 2.26.2.3

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Insert at the end of the clause "or unless the opening up for such inspection or test was reasonably required by reason of any similar, equivalent or associated work materials or goods having been shown by a previous inspection or test not to be in accordance with this Contract"

Clause 2.26.7

At the end of the clause insert "**provided that** that the Contractor shall have supplied any information required, placed any necessary orders and otherwise performed his obligations under this Contract in respect of such work as soon as reasonably practicable after the date of this Contract so as not to delay or disrupt the Statutory Undertaker in relation to such work"

Clause 2.26.11

In line 3 after "materials required for the Works" insert "save where such events arise upon the Site or concern the Contractor's employees and do not arise out of or in connection with a national labour dispute"

Clause 2.26.12

In line 2 before ";" insert "which the Contractor could not have reasonably foreseen at the Base Date"

Clause 2.26.13

Delete clause and insert "Not used."

Clause 2.26.14

Delete clause 2.26.14 and insert "Not used."

Clause 2.27

Delete clause 2.27 and insert:

"2.27.1 The Contractor shall give to the Employer at least six (6) weeks' written notice of the anticipated date of Practical Completion of the Works or a Section and shall at the same time provide the Employer with:

2.27.1.1 details of any works which remain to be completed within such six (6) week period; and

2.27.1.2 proposals and programming arrangements for the execution and completion of such works.

2.27.2 As soon as the Contractor considers that Practical Completion of the Works or a Section has been reached and that he has complied sufficiently with clauses 2.27A, 3.16.2 and 3.16.5 (if applicable) he shall notify the Employer of such date.

2.27.3 On the date of anticipated Practical Completion of the Works or a Section stated in the notice issued pursuant to clause 2.27.2 or such other date as may be agreed by the Employer's Agent and the Contractor, the Employer's Agent shall inspect the Works or Section and if in its reasonable opinion it is satisfied that the Works or a Section are

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Practically Complete it shall so confirm to the Contractor within three (3) Business Days of such inspection and:

2.27.3.1 in the case of the Works the Employer shall forthwith issue a statement to that effect (the **Practical Completion Statement**);

2.27.3.2 in the case of a Section he shall forthwith issue a statement of practical of that Section (a **Section Completion Statement**);

and Practical Completion of the Works or the Section shall be deemed for all the purposes of this Contract to have taken place on the date stated in that statement.

2.27.4 If on such inspection the Employer's Agent does not consider that the Works or a Section are Practically Complete it shall within five (5) Business Days of such inspection give written notice to that effect to the Contractor setting out its reasons where upon the Contractor shall without delay proceed to remedy and/or carry out the works specified in such notice.

2.27.5 The procedures set out in clauses 2.27.3 and 2.27.4 shall be undertaken as often as is necessary until the Employer's Agent is satisfied, acting reasonably, that the Works or a Section are Practically Complete and so notifies the Contractor.

2.27.6 The Employer shall instruct the Employer's Agent to give due consideration but shall not be bound by any representations made by the Contractor during such inspection as to whether or not the Works or a Section is Practically Complete."

Clause 2.27A

Insert new clause 2.27A:

"Notwithstanding anything expressed or implied elsewhere in this Contract the Employer shall not be obliged to issue the Practical Completion Statement or any Section Completion Statement in accordance with clause 2.27 and Practical Completion of the Works or a Section shall not for any purpose of this Contract have occurred unless and until the Contractor shall first supply to the Employer all documentation and items listed below in relation to the new build residential properties forming part of the Works or the relevant Section:

2.27A.1 two (2) sets of as-built drawings [including one in electronic format];

2.27A.2 three (3) sets of keys for each flat;

2.27A.3 gas, water and electric meter readings;

2.27A.4 the NHBC Documents as required by clause 2.41;

2.27A.5 health and safety file;

2.27A.6 the results from a survey for sound transmission internally demonstrating that the performance requirements of the Employer have been satisfied;

2.27A.7 two copies of a 'Residents Manual' for each flat (subject to the Employer's approval);

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2.27A.8 Manufacturers' and Suppliers' Warranties; and

2.27A.9 evidence of compliance with:

(a) Secured By Design;

(b) EcoHomes or the Code for Sustainable Homes as appropriate;

(c) all Statutory Requirements and Development Control Requirements; and

2.27A.10 evidence of compliance with all recommendations detailed in any site investigation reports obtained by the Contractor in respect of the Works."

Clause 2.27.B

Insert new clause 2.27B:

"Notwithstanding anything expressed or implied elsewhere in this Contract the Employer shall not be obliged to issue the final Section Completion Statement in accordance with clause 2.27 and Practical Completion of the final Section shall not for any purpose of this Contract have occurred unless and until the Contractor shall first supply to the Employer satisfactory evidence that the Works have achieved the BREEAM "Good" rating."

Clause 2.29.5

Insert new clause 2.29.5:

"Any liquidated damages payable under clause 2.29.2.1 shall be payable weekly in arrears and shall be due for payment on demand. Such demand shall take the form of an invoice from the Employer to the Contractor specifying the sum that the Employer considers to be due on the date of the demand (which for the purposes of this clause shall be the payment due date) and the basis on which that sum is calculated. Within 5 days of the payment due date the Contractor shall issue a notice confirming the sum that it considers to have been due on the payment due date and the basis on which that is calculated provided that if the Contractor fails to serve such notice the Employer's demand shall be treated as the payment notice. The final date for payment for any such sum so demanded shall be 28 days after the payment due date."

Clause 2.31

Insert at end of clause "**provided however** that the Rectification Period for the relevant part shall be deemed to be extended and shall run until the issue by the Employer of the Notice of Completion of Making Good in respect of the whole of the Works"

Clause 2.35

In line 1 of the final paragraph before "a reasonable time" insert "any time period specified in the Employer's Requirements commensurate with such defect, shrinkage or fault and, in any event, within"

In lines 2 and 4 of the final paragraph insert "and any consequential damage to the Works" after "faults"

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Insert at end of final paragraph of clause 2.35:

"**provided that** where the Employer states in his instruction that, in his opinion, any such defect shrinkage or other fault is likely to cause unreasonable inconvenience to any such person lawfully in occupation of or using the whole or any part of the Works or that such defect shrinkage or other fault is likely directly or indirectly to cause any further damage to the Works the Contractor shall comply with the Employer's instruction forthwith and in any event within 48 hours from its receipt.

When entering upon the Site to carry out any rectification or other works following the issue of any Practical Completion Statement or Section Completion Statement the Contractor shall cause as little disruption and inconvenience to any Tenants and/or Purchasers or other permitted occupier(s) as reasonably possible and shall make good all damage caused by such entry and (other than in cases of emergency) comply with the reasonable security requirements of any such Tenants, Purchasers or other permitted occupier(s)."

Insert new paragraph at end of clause:

"The provisions of this clause 2.35 are without prejudice to any other rights and remedies the Employer may have."

Clause 2.35A

Insert new clause 2.35A:

"The Employer may, at any time, arrange for any defects, shrinkages or other faults to be rectified (other than by the Contractor) in order to meet its obligations to any Purchaser or any Tenant and, in such circumstances, an appropriate deduction in respect of such remedial works shall be made from the Contract Sum."

Clause 2.37

Delete clause 2.37 and insert "Not used."

Clause 2.38.2

Delete clause 2.38.2 and insert:

"The Contractor hereby grants to the Employer an irrevocable royalty-free non-exclusive licence to use copy and reproduce the Contractor's Design Documents for any purpose whatsoever connected with the Works and/or the Site including but without limitation the execution, completion, extension, maintenance, letting, management, sale, advertisement, alteration, reinstatement and repair of the Works and/or the Site provided always that the Contractor shall not be liable for any such use by the Employer of the Contractor's Design Documents for any purpose other than that for which the same were prepared and provided by the Contractor."

Clause 2.38.3

Delete clause 2.38.3 and insert "The licence referred to in clause 2.38.2 carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the determination (for any reason) of the Contractor's employment under this Contract."

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Clause 2.38.4

Insert new clause 2.38.4:

"The Contractor waives absolutely all Moral Rights the Contractor may have in the Contractor's Design Documents and/or the Works and where it is not the author shall procure a waiver from the author of any Moral Rights the author may have in respect of the Contractor's Design Documents."

Clause 2.38.5

Insert new clause 2.38.5:

"To the extent that the Contractor does not have ownership of the copyright in any Contractor's Design Documents the Contractor shall procure from the copyright holder a licence with full title guarantee to the Employer in respect of the relevant Contractor's Design Documents in the same terms as are set out in clause 2.38.2."

Clause 2.38.6

Insert new clause 2.38.6:

"The Contractor warrants to the Employer that no Contractor's Design Document it prepares or procures and nothing else that it contributes in relation to the Works shall infringe any Intellectual Property Rights, and undertakes to indemnify the Employer in respect of any legal liability and related costs arising out of or in connection with any such infringement of any Intellectual Property Rights."

Clause 2.39

Insert new clause 2.39:

"2.39.1 The Contractor shall carry out and complete the Works in accordance with Best Environmental Practice, the recommendations of the Environmental Report (if applicable) and Environmental Laws.

2.39.2 The Contractor shall:

2.39.2.1 carry out such further environmental investigation works as necessary and, specifically such work as recommended in the Environmental Report;

2.39.2.2 provide the Employer with a copy of any report and/or recommendations arising from the carrying out of such further investigations pursuant to clause 2.39.2.1;

2.39.2.3 comply with any recommendations arising from the further investigations pursuant to clause 2.39.2.1; and

2.39.2.4 provide such reasonable evidence to the Employer that the recommended environmental works have been carried out and completed to the satisfaction of the relevant Statutory Requirements and Development Control Requirements.

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2.39.3 The Contractor shall be liable for and indemnify and keep indemnified the Employer against any liability, damage, loss, expense, cost, claim or proceedings arising on or after the date of this contract in respect of any act or omission on the Contractor's part which results, whether directly or indirectly, in damage to the Environment and/or a breach of or failure by the Contractor to comply with its obligations under Environmental Laws insofar as such loss, injury or damage arises out of or in the course of or by reason of the carrying out the Works and to the extent that the same is due (wholly or partly) to any act or omission of the Contractor, any of its sub-contractors or their respective employees, servants or agents employed or engaged upon or in connection with the Works or any part or parts of the Works."

Clause 2.40

Insert new clause 2.40:

"The Contractor shall be deemed to have satisfied himself as to all matters affecting the site of the Works including, without limitation, state and condition of the buildings, structures, soil and rock strata comprising the site of the Works and no matter arising therefrom shall give rise to any adjustment of the Contract Sum, or to any extension of time or to any entitlement on the part of the Contractor to loss and expense or to any entitlement on the part of the Contractor to determine his employment under this Contract."

Clause 2.41

Insert new clause 2.41:

"The Contractor shall issue to the Employer in respect of each and every part of the Works which is intended for occupation as a residential dwelling and the common parts relating thereto the Latent Defects Insurance Documents which comply with the requirements stated in the Contract Particulars."

Clause 2.42

Insert new clause 2.42:

"2.42.1 On or before the Date of Possession (or if there are sections, on or before the first of the Dates of Possession) the Contractor shall provide to the Employer a programme for the carrying out of the Works and, if and whenever, there is any material delay to the execution of the Works the Contractor shall provide to the Employer a revised programme for the Works.

2.42.2 The Parties shall evaluate the time, cost and quality implications of any matter notified under paragraph 12 of Schedule 2 part 2 or arising from clause 2.10 and clauses 3.5 to 3.14 inclusive and shall take all practicable steps to minimise any adverse effects or to maximise any positive effects of such matters."

Clause 2.43

Insert new clause 2.43:

"The Parties shall consider and seek to agree such incentives as may be appropriate to encourage the Parties to maximise their efforts pursuant to this Contract for the benefit of the

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project in which the Works are comprised and shall implement any incentives agreed pursuant to this clause 2.43."

Clause 2.44

Insert new clause 2.44:

"2.44.1 The Parties recognise the risks in the design and construction of the Works and the cost associated with those risks and the Parties shall analyse and manage those risks in the most effective manner.

2.44.2 Except as stated otherwise in the Employer's Requirements, the Contractor shall manage the risks referred to in clause 2.44.1 from the commencement of the Works until Practical Completion."

Clause 2.45

Insert new clause 2.45:

"Prior to commencement of the Works, the Parties shall evaluate the activities of the Contractor undertaken before that time and the Parties shall seek to agree the contribution by the Contractor for the benefit of the project in which the Works are comprised. The Employer may issue an instruction that the Contractor's contribution pursuant to this clause 2.45 be treated as though it were a Change."

Clause 2.46

Insert new clause 2.46:

"2.46.1 The Employer gives no warranty or representation as to:

2.46.1.1 the condition of the Site or any adjoining property or any services in or under the Site or

2.46.1.2 the accuracy or sufficiency of any surveys, tests or investigations and/or any soils or survey data contained in any document made available to the Contractor by the Employer or on the Employer's behalf or any recommendations or conclusions made or reached in any such document.

2.46.2 The Contractor shall ensure that all necessary tests, surveys and investigations are carried out and that the design takes their requirements into account."

Clause 2.47

Insert new clause 2.47:

"The Contractor shall be supplied, within a reasonable time having due regard to the progress of the Works, with copies of any Third Party Agreements (or such extracts as shall be relevant to the Employer's obligations under those Third Party Agreements) and subject to the Contractor receiving copies of such agreements (or extracts) the Contractor shall use the level of skill and care referred to in clause 2.17.2.1 in the discharge of its duties and obligations so as not by any

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action, inaction or omission by the Contractor to cause or contribute towards a breach of the duties and obligations of the Employer under the Third Party Agreements."

Clause 2.48

Insert new clause 2.48:

"Equal opportunities

2.48.1 The Contractor acknowledges that the Employer has duties under section 149 Equality Act to have due regard to the need to eliminate discrimination, harassment and any other conduct prohibited by the Equality Act and to promote equality of opportunity and foster good relations between persons sharing a protected characteristic and those who do not share it. For the purposes of this duty (the **Equality Duty**) the protected characteristics are age; disability; gender reassignment; pregnancy and maternity; race; religion or belief; sex and sexual orientation.

2.48.2 The Contractor warrants that it will not and shall procure that its sub-contractors will not through their conduct or practices cause the Employer to be in breach of any of the obligations placed upon the Employer by section 149 Equality Act having due regard to any statutory code of practice issued in relation to those obligations and will indemnify the Employer for any loss, expense or damage incurred as a result of any breach of such obligations.

2.48.3 The Employer may having regard to its statutory duties under the Equality Act and having due regard to any statutory code of practice issued in relation to those statutory duties make requests or issue instructions to the Contractor (relating to the supply of information, monitoring and other matters) for the purposes of ensuring that the conduct or practices of the Contractor and/or its sub-contractors will not result in the Employer being in breach of its obligations under the Equality Act. The Contractor agrees that it will and shall procure that its sub-contractors will provide the Employer with all information reasonably requested by the Employer to allow it to monitor compliance with the obligations imposed by this clause 2.48.

2.48.4 Without prejudice to the generality of this clause 2.48 the Employer may require the Contractor to comply at no cost to the Employer with the Employer's policies relating to the Equality Duty (which shall be made available on request) or to have policies which have been approved by the Employer and the Contractor will and agrees that it shall procure that its sub-contractors comply with such requirements."

Clause 2.49

Insert new clause 2.49:

"The Contractor acknowledges that the Employer is subject to the requirements of the FOIA and the EIR and is expected to abide by the FOIA Code and EIR Code. The Contractor shall assist and co-operate with the Employer (at the Contractor's expense) to enable the Client to comply with these information disclosure requirements.

2.49.1 The Contractor shall, and shall ensure that its sub-consultants/sub-constructors shall:

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2.49.1.1 provide the Employer with a copy of all Information in their possession, power or control in the form that the Employer requires within five (5) Business Days (or such other period as the Employer may specify) of the Employer requesting that Information; and

2.49.1.2 provide all necessary assistance as is reasonably requested by the Employer to enable the Employer to respond to a Request for Information within the time for compliance set out in section 10 FOIA or regulation 5 EIR;

and the Contractor shall be liable for and hereby indemnify the Employer from and against all claims, proceedings, damages, liabilities, losses, costs and expenses suffered or incurred by the Employer where and to the extent that the same arise in connection with any breach of this special term by the Contractor, their employees, agents and/or sub-consultant/sub-constructors and/or their employees and agents.

2.49.2 If the Contractor considers that all or any Information provided to the Employer under clause 2.49.1 is a "trade secret" in accordance with section 43(1) FOIA or is commercial sensitive information disclosure of which would be likely to prejudice the commercial interests of any party in accordance with section 43(2) FOIA, or a duty of confidentiality applies under section 41(1) FOIA, or is exempt by the operation of any other provision of FOIA or any exception in the EIR, the Contractor shall ensure that the relevant Information, the claimed exemption or exception and if a qualified exemption, their views on where the public interest lies, is clearly identified to the Employer. Notwithstanding any such identification, the Employer shall be solely responsible for determining at its absolute discretion whether such Information and/or any other information:

2.49.2.1 is exempt from disclosure in accordance with the provisions of the FOIA Code and the FOIA or the EIR Code and the EIR; or

2.49.2.2 is to be disclosed in response to a Request for Information.

2.49.3 In no event shall the Contractor respond directly to any requests for information from members of the public.

2.49.4 The Contractor acknowledges that the Employer may, acting in accordance with the recommendations set out in the FOIA Code and/or EIR Code, be obliged under the FOIA and/or the EIR to disclose Information:

2.49.4.1 without consulting with the Contractor; or

2.49.4.2 following consultation with the Contractor and having considered its views."

Clause 2.50

Insert new clause 2.50:

"The Contractor shall use its best endeavours to obtain Energy Conservation Grant Funding on behalf of the Employer in respect of the Works and shall keep the Employer fully informed of all stages of the application process and shall supply at its own cost copies of all relevant documents in respect of the application to the Employer."

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Clause 2.51

Insert new clause 2.51

"The Contractor acknowledges that in the course of the engagement, they shall potentially have access to personal data of the Employer's residents and clients, to provide the Works . The Contractor shall not use the personal data accessed, received from, or collected for the Employer for any other use, other than the provision of its services to the Employer. The Contractor shall protect any personal data provided by the Employer in the same way or at a similar standard as the Employer applies, and shall not cause the Employer to be in breach of data protection laws. The Contractor shall not contact the residents and clients of the Employer for any other purposes than for the provision of its services to the Employer except such contact shall have occurred in the ordinary course of its business and not connected to the Employer"

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Section 3: Control of Works

Clause 3.5

In lines 3 - 4 delete from and including ", save that" up to and including "to the Employer"

Clause 3.9.2

Delete clause 3.9.2 and insert "Not used."

Clause 3.13.1

In line 1 after "removal from the site" insert "or rectification"

Clause 3.13.3

At the end of the clause insert "or unless the opening up for such inspection or test was reasonably required by reason of any similar, equivalent or associated work materials or goods having been shown by a previous inspection or test not to be in accordance with this Contract"

Clause 3.16.3

In line 1 after "he shall" insert "comply with all the duties of a Principal Contractor and shall, without limitation"

At the end of the clause insert "and the Contractor hereby agrees to indemnify and indemnifies the Employer against all costs expenses proceedings and/or claims howsoever arising as a result of non compliance by the Contractor of its obligations under this clause;"

Clause 3.18

Insert new clause 3.18:

"The Contractor acknowledges that he is aware of and undertakes to the Employer that in relation to the Works and the site he shall comply with the SWMP Regulations. Without limitation where the Contractor is and while he remains the Principal Contractor he shall ensure that a site waste management plan is prepared before construction work under this Contract is commenced and that it is kept up to date and stored as required by the SWMP Regulations."

Clause 3.19

Insert new clause 3.19:

"The Contractor acknowledges that the Contractor's liability under this Contract shall not be released, diminished or in any other way affected by:

3.19.1 any direction, admission, approach, consent, approval, confirmation, comment, sanction, acknowledgement or advice made or given by or on behalf of the Employer or the Employer's Agent;

3.19.2 any act omission or delay by or on behalf of the Employer in inspecting approving or informing itself about anything relating to the Works;

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3.19.3 any enquiry or inspection into any relevant matter which may be made or carried out by or on behalf of the Employer or the Employer's Agent;

3.19.4 the inclusion of the value of any work, materials or goods in any Interim Payment;

3.19.5 the appointment or failure to appointment any clerk of works or other person to inspect or otherwise report in respect of the Works or by any act or omission of any clerk of works or other person whether or not such act or omission might give rise to an independent liability to such clerk of works or another person to the Employer the Employer's Agent and/or any third party;

3.19.6 the issue of the Practical Completion Statement, any Section Completion Statement and/or the Notice of Completion of Making Good Defects."

Clause 3.20

Insert new clause 3.20:

"Should the Employer issue an instruction pursuant to this Contract which could in any way be deemed, but for the provisions of clause 3.19, to relieve the Contractor from his liabilities or obligations or be against statute or good building practice, then the Contractor shall notify the Employer in writing of the effect of such instruction and the Employer shall then confirm whether or not the instruction remains effective within 5 Business Days."

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Section 4: Payment

Clause 4.2.2.3

After "3.6" insert " 4.18A,".

Clause 4.3.3.9

Insert new clause 4.3.3.9:

"an amount equal to the Energy Conservation Grant Fee provided that:

(a) the Energy Conservation Grant Fee will be paid subject to the Employer receiving Energy Conservation Grant Funding on reasonable terms that are acceptable to the Employer;

(b) in the event that the Employer's application for Energy Conservation Grant Funding is unsuccessful, the Employer shall be under no obligation to pay and the Contractor shall not be entitled to receive the Energy Conservation Grant Fee; and

(c) the Energy Conservation Grant Fee will be paid within [x] Business Days of the Employer receiving Energy Conservation Grant Funding in accordance with clause 4.7, subject to the Contractor complying with its other obligations under this Contract."

Clause 4.6

Delete clause 4.6 and insert "Not used."

Clause 4.8.1

At end of clause insert:

"A copy of each Interim Application shall be submitted to the Employer's Agent at the same time as to the Employer."

Clause 4.9.1

In line 1 delete "14" and insert "23"

at end of clause insert "or receipt by the Employer of a VAT invoice from the Contractor whichever shall be later"

Clause 4.9.5

Insert at the end of the clause "The Contractor confirms that the interest paid pursuant to this clause is a substantial remedy for late payment in compliance with Section 9 of the Late Payment of Commercial Debts (Interest) Act 1998 (the **1998 Act**)."

Clause 4.10.5

In line 1 delete "Notwithstanding his fiduciary interest in the Retention as stated in clause 4.16, the" and insert "The"

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Clause 4.10.6

Insert new clause 4.10.6:

"4.10.6 Neither the issue by the Employer's Agent of any valuation nor the payment of any amount by the Employer to the Contractor pursuant thereto shall:

4.10.6.1 prejudice or adversely affect the right of either the Contractor or the Employer to contend that the Works have not been properly valued and that any amount has been improperly paid or withheld. In making any evaluation the Employer's Agent shall be entitled to reconsider and if necessary adjust the assessments made by him in arriving at any previous valuation;

4.10.6.2 constitute or imply or be evidence of the Employer's approval or acceptance of any design, work, materials or equipment forming part of the Works or shall relieve the Contractor of any of his obligations hereunder."

Clause 4.11.1

In line 5 before "his obligation" insert "any or all of"

Clause 4.12.4

In line 2 after "the 2 month notice period" insert "and at least 1 month before the due date for the final payment"

Clause 4.12.5.3

Delete clause 4.12.5.3 and insert "Not used."

Clause 4.12.7

At the end of the first sentence before "." insert:

"or 14 days from the date the other Party submits a VAT invoice to the payer for the balance (whichever is the later event to occur)"

Clause 4.12.10

Insert at the end of the clause "The Contractor confirms that the interest paid pursuant to this clause is a substantial remedy for late payment in compliance with Section 9 of the 1998 Act."

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Clause 4.13.1.3

Delete clause 4.13.1.3 and insert "Not used."

Clause 4.14.1.3

Delete clause 4.14.1.3 and insert "Not used."

Clause 4.15

Delete clause 4.15 and insert "Not used."

Clause 4.16

Delete clause 4.16 and insert:

"The Employer's interest in the Retention shall not be fiduciary and the relationship of the Employer and the Contractor with regard to the same shall be solely that of debtor and unsecured creditor. The Employer shall:

4.16.1 have no obligation to invest the Retention or any part of it;

4.16.2 have no obligation to segregate the Retention or any part of it in a separate bank account or in any other manner;

4.16.3 be entitled to the full and unencumbered beneficial interest in the Retention or any part of it."

Clause 4.17.3

In line 2 delete "and 4.16" and insert ", 4.16 and 4.18"

In line 3 after "issued after the date of failure" insert "**provided that** the Retention Percentage shall be calculated in relation to the amount of all Interim Payments made rather than the total amount included under clause 4.13.1 or 4.14.1 in any Interim Payment"

Clause 4.18

In line 1 delete "The" and insert "Subject to clause 4.18A and subject to clause 4.17.3 where applicable, the"

Clause 4.18.1

Delete clause 4.18.1 and insert "The Retention percentage shall be five percent (5%) or such other rate as stated in the Contract Particulars."

Clause 4.18.2

At the end of clause 4.18.2 insert new paragraph:

"**provided always** where the Employer has exercised its discretion under clause 2.27 and notwithstanding any other provisions of this Contract, the Employer shall not be obliged to pay to the Contractor any part of the retention deducted prior to and upon Practical Completion, unless

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and until the Contractor has carried out and completed to the reasonable satisfaction of the Employer, all work and/or remedied all defects in the Works as may be notified to the Contractor as outstanding and to be carried out or remedied (as the case may be) as a condition of Practical Completion, or as may be detailed in any list annexed to the written notice of Practical Completion, **provided that** if the Employer has been unable for any reason to provide access to the Contractor to remedy or complete defects or outstanding work within three months of the date of Practical Completion, the Employer shall pay to the Contractor the half of the Retention otherwise due when the work has reached Practical Completion."

Clause 4.18.2.2

Delete "and Listed Items".

Clause 4.18.3

Delete clause 4.18.3 and insert:

"half of the Retention Percentage may be deducted from so much of the total amount as relates to work where the relevant Section(s) have reached practical completion but the due date for final payment under clause 4.12.5 has not occurred."

Clause 4.18A

Insert new clause 4.18A:

"In addition to the rights set out in clause 4.18, the Employer may retain the sum of twenty five thousand pounds (£25,000) from the final payment pursuant to clause 4.12 (the **BREEAM Retention**) that shall be repaid to the Contractor once the Works have achieved a BREEAM rating of "Good" provided that the Contractor shall be entitled to be repaid the whole of the BREEAM Retention if the reason of the "Good" rating not being achieved is due to the act or omission of the Employer or any of the Employer's employees agents or assigns, except to the extent caused or contributed to by any default (whether by act or omission) of the Contractor or any of the Contractor's employees agents or assigns."

Clause 4.18B

Insert new clause 4.18B:

In respect of the Retention referred to in clause 4.18 and the BREEAM Retention at clause 4.18A, the Employer shall have the full and unencumbered beneficial interest in the Retention and the BREEAM Retention respectively and the Contractor shall not have any proprietary right or interest (whether at law or in equity) in or over the Retention or the BREEAM Retention except as unsecured creditor and for the avoidance of doubt the Employer shall:

4.18B.1 owe no fiduciary obligation to the Contractor in relation to the Retention or the BREEAM Retention; and

4.18B.2 have no obligation to invest the Retention or the BREEAM Retention or any part of the Retention or the BREEAM Retention or to segregate the Retention or the BREEAM Retention or any part of the Retention or the BREEAM Retention in a separate bank account or in any other manner.

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Clause 4.19

Delete clause 4.19 and insert:

"The Contract Sum shall be deemed to have been calculated on a fixed price basis (fixed at the Base Date) and shall not be subject to fluctuations in any event."

Clause 4.21

At the end of line 1 insert "(but only to the extent that such matters are not consequent upon or necessitated by any omission, default, negligence or breach of contract or breach of statutory duty of the Contractor, his servants or agents or any sub contractor, sub consultant or supplier or their respective servants or agents)"

Clause 4.23

Delete clause 4.23 and insert:

"Reimbursement of the Contractor for loss and/or expense under clauses 4.20 to 4.22 shall be deemed to be full compensation for the Contractor in respect of which the compensation is paid and the Employer shall have no further liability to the Contractor in respect of such matters arising under the Contractor or generally at law."

Clause 4.24

Insert new clause 4.24:

"4.24.1 In this clause 4.24 the **payment due date** shall be the date of any invoice submitted by the Client pursuant to clause 4.24.2.

4.24.2 Any sums:

4.24.2.1 due to the Employer pursuant to clauses 2.18, 2.19, 2.39.3, 2.48.2, 6.1, 6.2, 8.6.2, 8.7.5, 8.8.2 and/or 8.12.5; and/or

4.24.2.2 which the Employer may seek to recover as a debt pursuant to clause 6.5.3 and/or paragraph A.2.1 in schedule 3;

shall be due for payment on demand, such demand to take the form of an invoice from the Employer to the Contractor specifying the sum that the Employer considers to be due on the payment due date and the basis on which that sum is calculated. Within 5 days of the payment due date the Contractor shall issue a notice confirming the sum that it considers to have been due on the payment due date and the basis on which that is calculated **provided that** if the Contractor fails to serve such notice the Employer's demand shall be treated as the payment notice. The final date for payment for any such sum so demanded shall be 28 days after the payment due date."

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Section 6: Injury, Damage and Insurance

Clause 6.1

In line 3 after "carrying out the Works" insert "including the performance of the Contractor's obligations under clause 2.35 or out of the presence on site of any person or persons for any other reason"

Clause 6.2

In line 3 after "or personal" insert "(including any expense liability loss or claim arising from but not limited to obstruction trespass nuisance or interference with any rights trespass nuisance or interference with any rights of way light air or water)"

In line 4 after "the Works" insert "or of any obligation pursuant to clause 2.35"

In line 5 delete "or of any of the Contractor's Persons" and insert "or out of the presence on site of any person or persons for any reason whatsoever"

Clause 6.4.1

In line 2 after "take out" insert "(with reputable insurers based in the UK approved by the Employer (such approval not to be unreasonably withheld or delayed))"

In line 2 after "maintain" insert "until the issue of the Notice of Completion of Making Good"

Clause 6.6A

Insert new clause 6.6A:

"All insurance required by clause 6.4.1 and clause 6.5.1 shall be unlimited in respect of the number of occurrences arising and claims made in any period of insurance."

Clause 6.7

At end of line 2 delete "." and insert:

"**provided that** the application of Insurance Options A or B or C as specified in Schedule 3 as the case may be shall not affect the responsibility of the Contractor hereunder for any loss or damage not covered by any Joint Names Policy described therein."

Clause 6.11.3

Delete from "," in line 2 to the end of the clause and insert:

6.11.3.1 (where the Contractor has notified a reduction in the scope or level of cover pursuant to clause 6.11.1) the Contractor shall continue to maintain Terrorism Cover at such reduced level or scope of cover;

6.11.3.2 the Employer may instruct the Contractor to effect and maintain any alternative or additional form of Terrorism Cover then reasonably obtainable by the Contractor, the

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net additional cost to the Contractor of any such cover and its renewal shall be added to the amounts payable to the Contractor."

Clause 6.11.5

At the end of the clause insert:

"For the avoidance of doubt where clause 6.11.3.1 applies the provisions of paragraph A.4 in Schedule 1 and not this clause 6.11.5 shall apply."

Clause 6.12

Delete clause 6.12 and insert:

"6.12.1 The Contractor shall effect and maintain professional indemnity insurance in the sum and on the basis set out in the Contract Particulars without unusual or onerous conditions or excesses with reputable insurers carrying on business in the EU with effect from the date of commencement of the Works and for a period expiring no earlier than 12 years from Practical Completion **provided that** such insurance remains available to organisations of equivalent size and type to the Contractor's practice/organisation at commercially reasonable rates and on commercially reasonable terms.

6.12.2 The Contractor undertakes to provide to the Employer on demand from time to time such evidence as the Employer may reasonably require to satisfy himself that the insurance required by clause 6.12.1 is being maintained.

6.12.3 The Contractor shall inform the Employer if the insurance required by clause 6.12.1 is not maintained or renewed or for any reason becomes void or unenforceable or ceases to be available at commercially reasonable rates and terms and shall agree with the Employer the best means of protecting the Contractor and the Employer's respective interests and carry out such actions as shall be necessary to implement any agreed actions.

6.12.4 The Contractor shall not compromise settle or waive any insurance claim it may have relating to any liability under this Contract without the Employer's prior consent **provided that** nothing in this clause shall prevent the Contractor's insurers from taking over (in the Contractor's name) the defence of any claim made by the Employer under this Contract (in that capacity) from conducting and settling it as they see fit.

6.12.5 The above obligations shall continue notwithstanding termination of this Contract or determination of the Contractor's employment under this Contract in either case for any reason whatsoever."

Clause 6.13

Delete clause 6.13 and insert "Not used."

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Section 7: Assignment, Third Party Rights and Collateral Warranties

Clause 7.1

Insert at the end of clause 7.1 before ".":

"**save that** the Contractor hereby consents to:

7.1.1 an assignment of the benefit of this Contract by the Employer or the Employer's rights under this Contract to the Royal Borough of Kensington and Chelsea; and

7.1.2 any other assignment of the benefit of this Contract by the Employer or the Employer's rights under this Contract to any person acquiring any part of the Employer's interest in the Works or any project of which the Works form part, subject to a maximum of two such other assignments under this clause 7.1.2.

The Contractor undertakes with the Employer not to contend that any person to whom this Contract may be assigned will be precluded from recovering under this Contract any loss resulting from any breach of this Contract either by reason that the person is an assignee and not the original party to this Contract or by reason that the Employer or any intermediate owner of the Employer's interest in the Works shall escape loss resulting from such breach by reason of the disposal of its interest in the Works."

Clause 7A.1

Delete clause 7A.1 and insert "Not used."

Clause 7A.3

Delete clause 7A.3 and insert "Not used."

Clause 7B.1

Delete clause 7B.1 and insert "Not used."

Clause 7B.2

Delete clause 7B.2 and insert "Not used."

Clause 7C

Delete clause 7C and existing heading and insert:

"The Contractor shall execute and deliver to the Employer within ten (10) Business Days of a written request to do so from or on behalf of the Employer from time to time collateral warranties in favour of any Purchaser and/or Tenant.

Such collateral warranty or warranties shall be in the appropriate form set out in Appendix 3 Part 1 to the Agreement with only such changes as the Employer may approve."

Clause 7D

Delete clause 7D and insert "Not used."

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Clause 7E

Delete clause 7E and heading and insert:

"7E.1 The Contractor shall procure that each and every Design Sub-Contractor shall execute and deliver to the Employer within 15 (fifteen) Business Days of a request to do so from or on behalf of the Employer from time to time a collateral warranty or warranties in favour of the Employer.

Such collateral warranty or warranties to be in the appropriate form set out in Appendix 3 Part 2 to the Agreement with only such changes as the Employer may approve (such approval not to be unreasonably withheld or delayed).

7E.2 The Contractor shall provide to the Employer within five (5) Business Days of completion of the same a certified copy of the completed terms of engagement or sub-contract of any Design Sub-Contractor **provided that** the Contractor shall be entitled to delete the sub contract sum and any commercially sensitive information from the certified copy of the sub contract documentation to be provided in accordance with this clause."

Clause 7F

Insert new clause 7F:

"If the Employer requests, the Contractor shall execute as a deed the Deed of Novation in respect of the Novated Consultants."

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Section 8: Termination

Clause 8.6

Delete clause 8.6 and insert:

"8.6.1 The Contractor undertakes to the Employer that:

8.6.1.1 it has not and its current and former directors, officers and employees have not and shall not engage in any Corrupt Activity;

8.6.1.2 it has not and its current and former directors, officers and employees have not and shall not engage in any activity, practice or conduct which could or would place the Employer in breach of section 7(1) Bribery Act;

8.6.1.3 it has and shall maintain and implement:

(a) procedures to ensure compliance with clauses 8.6.1.1 and 8.6.1.2; and

(b) adequate procedures designed to prevent any Associated Person from undertaking any Corrupt Activity and/or conduct that would give rise to an offence under section 7 Bribery Act; and

(c) it shall comply with the Employer's Anti-corruption Policy;

8.6.1.4 it shall include undertakings similar to those contained in this clause 8.6.1 in any contract it may enter into with sub-contractors and suppliers;

8.6.1.5 from time to time, at the reasonable request of the Employer, it will confirm in writing that it has complied with its undertakings under clauses 8.6.1.1 to 8.6.1.4 inclusive and will provide any information reasonably requested by the Employer in support of such compliance;

8.6.1.6 it shall maintain adequate records to assist in verifying its compliance with the provisions of this clause 8.6.1 (including without limitation books of account showing all payments made by the Contractor in connection with this Contract) and shall permit the Employer and its third party representatives, on reasonable notice during normal business hours, but without notice in the case of any reasonably suspected breach of clauses 8.6.1.1 to 8.6.1.3 inclusive, to access and take copies of such records and to meet with the Contractor's personnel to audit the Contractor's compliance with its obligations under this clause 8.6.1. The Contractor shall give all necessary assistance to the conduct of such audits.

8.6.2 The Contractor shall indemnify the Employer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Employer as a result of any breach of clause 8.6.1 by the Contractor or any breach of provisions equivalent to clause 8.6.1 in any contract with a sub contractor or supplier.

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8.6.3 The Employer may by notice to the Contractor terminate the Contractor's employment under this Contract and (if applicable) any other contract between the Employer and the Contractor:

8.6.3.1 in the event of breach of clauses 8.6.1.1 to 8.6.1.4 inclusive; and/or

8.6.3.2 if an Associated Person (or anyone employed by or acting on behalf of them) engages or has engaged in Corrupt Activity or any activity, practice or conduct which could or would place the Employer in breach of section 7(1) Bribery Act; and/or

8.6.3.3 where the Employer is a local authority if the Contractor gives or has given any fee or reward the receipt of which is an offence under section 117(2) Local Government Act 1972."

Clause 8.7

In line 1 delete "8.6" and insert "8.6.3"

Clause 8.13

Insert new clause 8.13:

"Notwithstanding clause 2.3 upon any determination of the Contractor's employment under this section 8 or if this Contract is determined repudiated or discharged in any other manner and notwithstanding that the validity of such determination repudiation or discharge may be disputed by the Contractor the Contractor shall immediately deliver to the Employer possession of the Site."

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Section 9: Settlement of Disputes

Clauses 9.3 to 9.8 inclusive

Delete clauses 9.3 to 9.8 inclusive and insert "Number not used." next to each.

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Schedule 1 – Contractor's Design Submission Procedure

Delete paragraphs 1 to 8 and insert the following:

S1 The Contractor shall submit to the Employer all the drawings, details, documents or information which are reasonably necessary to explain and/or amplify the Employer's Requirements or the Contractor's Proposals; or that are required by the Employer's Requirements or to enable the Contractor to execute and complete the Works or to comply with any instruction issued by the Employer in accordance with the following requirements:-

S1(1) Dwellings layouts and building elevations to be submitted at least 28 days prior to the date the Contractor proposes to set out the site.

S1(2) Samples and details of all materials to be used in the construction of the external envelope of the building and which will be visible in the completed building to be submitted at least 28 days prior to the date the Contractor requires to place his first order for such materials.

S1(3) Drawings or details required by the Development Control Authority to be submitted at least 28 days prior to their submission to the Development Control Authority.

S1(4) Details of proposed finishes including but not limited to colour schedules, door types, ironmongery, vinyl flooring, carpeting and ceramic tiling to be submitted at least 28 days prior to the date the Contractor requires to place his first order for such materials.

S1(5) Fully detailed 1:20 Kitchen layouts and wall elevations for each Kitchen type showing all fittings, equipment, socket outlets, etc. to be submitted at least 28 days prior to the date the Contractor requires to act on any of the information for the purpose of the Works.

S1(6) All other drawings, details, documents, samples or other information not referred to above shall be submitted at least 28 days prior to the date the Contractor requires to use such information for the purposes of the Works.

S1(7) The following shall be the rights of the Employer with regard to comments on the drawings, details, documents or other information submitted in accordance with S2.2.1:

S1(7)(1) The Employer shall within 10 days of receipt of the Contractor's drawings, details, documents or other information either return one copy of the same to the Contractor together with his comments on it or endorsed with no comment or alternatively reply with his comments but not necessarily returning the documents, etc.

S1(7)(2) If the Employer returns any drawing, detail, document or other information together with his comments the Contractor shall immediately take account of such comments in such drawing, detail, document or information and shall re-submit it to the Employer for his comment.

S1(7)(3) The Employer shall within 10 days of receipt of the Contractor's re-submitted drawings, details, documents or other information either return one copy of the same to the Contractor together with his comments on it or endorsed with no comment or alternatively reply with his comments but not necessarily returning the documents, etc.

S1(7)(4) This process shall continue until the Employer has no further reasonable or constructive comment on the Contractor's drawings, details, documents or other information.

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S1(7)(5) The Contractor shall have regard to the rights of the Employer to comment when determining the dates upon which he submits his drawings, details, documents or other information to the Employer and will be deemed to have taken account of any potential delays that might be caused by the submission process outlined herein.

S1(7)(6) In the event that the Employer does not reply within 10 days, the Contractor will then immediately write to the Employer and advise the Employer if the failure to respond is causing any delay or alternatively to specify a date by which a response must be made to prevent such a delay. The Employer will then be required to respond within three working days or by ay later date specified by the Contractor in order to prevent such a delay.

S1(7)(7) Notwithstanding any other conditions within the Contract, the Contractor shall not be entitled to any Extension of Time or reimbursement of loss and expense where this is either a direct or indirect result of the submission process detailed above.

S1(8) The Contractor shall not carry out any work in accordance with a Contractor's Design Document which the Employer considers not to be in accordance with this Contract and the Employer shall not be liable to pay for such work within the Works.

S1(9) If the Contractor disagrees with a comment of the Employer and considers that the Contractor's Design Document in question is in accordance with this Contract, he shall within 7 days of receipt of the comment notify the Employer in writing that he considers that compliance with the comment would give rise to a Change. Such notification shall be accompanied by a statement setting out the Contractor's reasons. Upon receipt of such a notification the Employer shall within 7 days either confirm or withdraw the comment and, where the comment is confirmed, the Contractor shall amend and resubmit the document accordingly.

Provided always that:-

S1 10.1 Confirmation or withdrawal of a comment in accordance with paragraph S1(9) shall not signify acceptance by the Employer that the relevant Contractor's Design Document or amended document is in accordance with this Contract or that compliance with the Employer's comment would give rise to a Change;

S1 10.2 Where in relation to a comment by the Employer the Contractor does not notify him in accordance with paragraph S1(9), the comment in question shall not be treated as giving rise to a Change; and

S1 10.3 Neither compliance with the design submission procedure in this Schedule nor with the Employer's comments shall diminish the Contractor's obligations to ensure that the Contractor's Design Documents and Works are in accordance with this Contract.

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Schedule 2 – Supplemental Provisions

Schedule 2 - Part 1 - paragraph 1.5

Insert new paragraph 1.5:

"The Manager shall be in reasonably constant attendance during working hours throughout the duration of this Contract and with the exception of holidays when a replacement is required, shall not be removed or replaced without the prior consent of the Employer's Agent which consent shall not be unreasonably withheld."

Schedule 2 – Part 2 – paragraph 9.1

In line 1 delete "is encouraged to" and insert "shall, when it is reasonably practicable to do so,"

Schedule 2 – Part 2 – paragraph 9.2

In line 3 before "." insert "together with such information as the Employer may reasonably request"

Schedule 2 – Part 2 – paragraph 9.3

Delete paragraph 9.3 and insert:

"9.3.1 The Employer shall consider any proposal submitted pursuant to paragraph 9.2 and if the Employer wishes to accept any such proposal shall seek to agree it with the Contractor within ten (10) Business Days of receipt of the same or such other reasonable time agreed by the parties. Upon agreement the Employer shall issue an instruction (which for the avoidance of doubt shall not be treated as a Change) confirming the change, the amount of any adjustment of the Contract Sum and any adjustment to the Completion Date.

9.3.2 If a proposal is not accepted a fair and reasonable amount shall be added to the Contract Sum in respect of the cost of its preparation **provided that** it has been prepared on a fair and reasonable basis.

Schedule 2 – Part 2 – paragraph 10.1

In line 1 delete "is encouraged to suggest" and insert "shall"

Schedule 2 – Part 2 – paragraph 11

Delete paragraph 11.1 and insert "The Contractor shall use reasonable skill and care to achieve the KPIs and shall take all practicable steps to ensure that its sub-contractors, suppliers and sub-consultants are subject to the KPIs. The Employer shall monitor and assess the Contractor's performance by reference to the KPIs."

In line 2 of paragraph 11.2 delete "performance indicators" and insert "KPIs"

In line 1 of paragraph 11.3 delete "performance indicators" and insert "KPIs"

Schedule 2 – Part 2 – paragraph 12

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In line 1 delete "With" and insert "The parties shall each notify the other as soon as they are aware of any matter adversely affecting this Contract or either party's performance of it. Such notice shall include proposals for avoiding or mitigating such matter. In addition with"

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Schedule 6 – Form of Bonds

Delete Schedule 6 and insert "Not used."

Appendix 2

Part 1

Performance Bond

The Guarantee Bond is made as a deed between the following parties whose names and [registered office] addresses are set out in Schedule to this Bond (the **Schedule**)

(1) The **Contractor** as principal

(2) The **Guarantor** as guarantor, and

(3) The **Employer**

Introduction

(A) By a contract (the **Contract**) entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the **Works**) upon and subject to the terms and conditions therein set out

(B) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2

Now this deed witnesses as follows:

1 The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor and/or on the occurrence of an Insolvency Event the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Employer either as agreed between the Contractor and the Employer or as agreed in accordance with clause 10 or as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and taking into account all sums due or to become due to the Contractor.

2 The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the **Bond Amount**) but subject to such limitation and to clause 4 the liability of the Guarantor shall be as primary obligor.

3 The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond. No invalidity of the Contract or its avoidance or termination shall affect or impair the liability of the Guarantor under this Guarantee Bond and the Guarantor's liability under this Guarantee Bond shall not be affected or reduced by the occurrence of an Insolvency Event of the Contractor.

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4 Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any Insolvency Event and/or breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such Insolvency Event and/or breach has been made upon the Guarantor before Expiry.

5 The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes with the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.

6 This Guarantee Bond and the benefit thereof shall be capable of being assigned without the prior written consent of the Guarantor and the Contractor to a party to whom the benefit of the Contract has been assigned.

7 The parties to this Guarantee Bond do not intend that any of its terms will be enforceable by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise by any person not a party to it save for permitted assignees pursuant to clause 6.

8 This Guarantee Bond shall be governed by and constructed in accordance with the laws of [England and Wales] [Scotland] and only the courts of [England and Wales] [Scotland] shall have jurisdiction hereunder.

9 The Employer shall not be obliged to pursue any means of recourse against the Contractor before being entitled to enforce this Guarantee Bond against the Guarantor **provided that** if the Employer does seek recourse against the Contractor before seeking recourse under this Guarantee Bond any money judgement of the court or arbitrator's award or decision of an adjudicator against the Contractor in favour of the Employer under the Building Contract shall be conclusive evidence for the purposes of this Guarantee Bond as to any liability of the Contractor to which such judgement award or decision relates (unless and until the same is set aside by any competent tribunal).

10 In the event of the Contractor suffering/being subject to an Insolvency Event the Employer's loss shall be determined by a quantity surveyor who shall be agreed between the Employer and the Guarantor (or in default of agreement within 28 days, such quantity surveyor as shall be appointed by the president for the time being of the Royal Institution of Chartered Surveyors) who shall act as an expert and not arbitrator.

11 Any payment by the Guarantor to the Employer pursuant to clause 10 shall be an interim payment on account of any further sums due and payable pursuant to clause 1.

12 If following payment by the Guarantor pursuant to clause 10 and following completion of the Works it shall be ascertained pursuant to the Contract that the amount paid by the Guarantor:

12.1 exceeds the sums due to the Employer from the Contractor in accordance with clause 1 and providing that the excess has not been repaid to the Contractor the Employer shall forthwith repay such excess to the Guarantor; or

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12.2 is less than the sums due to the Employer from the Contractor and provided the shortfall has not been paid to the Employer the Guarantor shall forthwith pay that shortfall to the Employer.

13 Any demand or notice under this Guarantee Bond shall be served personally or by first class post and shall be sent to the Guarantor at [ ] or to such other address within the United Kingdom as the Guarantor may have previously notified in writing to the Employer. Any demand or notice if delivered personally shall be deemed to have been served at the time of delivery or transmission or if sent by post shall be deemed to have been served on the second business day following posting.

In witness whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a deed this [ ] day of [ ] 20[ ]

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The Schedule (for Performance Bond)

The Contractor:	[ ] whose [address] registered office address is at [ ]
The Guarantor:	[ ] whose registered office address is at [ ]
The Employer:	The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited whose registered office address is at 292a Kensal Road, London, United Kingdom, W10 5BE
The Contract:	A contract [dated the day of] [to be entered into] between the Employer and the Contractor in the form known as [ ] for the construction of works comprising [ ] for the original contract sum of [ ] pounds (£[ ])
The Bond Amount:	The sum of [ ] pounds sterling
Expiry:	[the issue of the certificate/statement of practical completion pursuant to and in accordance with the Contract] [ ] which shall be conclusive for the purposes of this Guarantee Bond
Insolvency Event:	Where the Contractor is:

1. a company on the passing of a resolution for winding up (otherwise than for the purpose of a solvent amalgamation of reconstruction where the resulting entity assumes all of the obligations of the Contractor) or a court making an order to that effect; or

2. a partnership, on its dissolution; or

3. either a company or a partnership or an individual on ceasing to carry on its business or substantially the whole of it business, becoming or being declared insolvent or committing any act of bankruptcy or convening a meeting of or making or proposing to make any arrangement or composition with its creditors or the appointment of a liquidator, administrator (whether by the court or otherwise), administrative receiver, receiver, administrative trustee or similar officer over any of its assets.

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Appendix 2

Part 2

Parent Company Guarantee

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Parent company guarantee

dated [ ]

Parties

(1) [ ] (registration number [ ]) whose registered office is at [ ] (the **Guarantor**)

(2) The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited (registration number 03048135) whose registered office is at 292a Kensal Road, London, United Kingdom, W10 5BE (the **Beneficiary**)

Introduction

(A) The Beneficiary has entered into the Building Contract (defined below) with the Contractor (defined below) for the carrying out of the Project for the sum mentioned in the Building Contract.

(B) The Guarantor has agreed to guarantee the due performance of the Building Contract in the manner set out in this Guarantee.

Agreed terms

1 **Interpretation and definitions**

In this Guarantee the following terms have the following meanings unless inconsistent with the context:

Beneficiary shall include successors and assigns;

Contractor means [ ] (registration number [ ]) whose registered office is at [ ];

Building Contract means the JCT Design and Build Contract 2011 edition entered into between the Beneficiary and the Contractor dated [ ] relating to the Project as amended or varied;

Obligations means the obligations, duties, undertakings, covenants and conditions by or on the part of the Contractor contained in the Building Contract and to be observed and performed by the Contractor;

Project means the design, construction, completion and defects rectification to be carried out at the Site pursuant to the Building Contract including any variations to the Building Contract;

Site means [ ].

2 **Consideration**

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In consideration of the payment of £10.00 (ten pounds) by the Beneficiary to the Guarantor (receipt of which the Guarantor hereby acknowledges) the Guarantor covenants with the Beneficiary as set out in this Guarantee.

3 **Guarantee**

The Guarantor irrevocably and unconditionally:

3.1 guarantees the due observance and punctual performance of all the Obligations by the Contractor;

3.2 undertakes with the Beneficiary that:

3.2.1 if the Contractor fails to pay any debt, damages, interest or costs due from the Contractor to the Beneficiary under or in connection with the Building Contract including pursuant to any judgement of a court or arbitrator's award or decision of an adjudicator against the Contractor in favour of the Beneficiary the Guarantor shall, [without deduction or withholding] pay to the Beneficiary that amount or;

3.2.2 if the Contractor fails to perform any of the Obligations (other than those referred to in clause 3.2.1) and/or the employment of the Contractor under the Building Contract is terminated by operation of clause[s] [ ] of the Building Contract the Guarantor shall immediately on demand procure that a subsidiary of the Guarantor or that the Guarantor itself carries out, observes and performs all of the Obligations in substitution for the Contractor.

4

The Guarantor shall guarantee the Beneficiary the performance of the Contractor to ensure that the Beneficiary does not suffer any cost, loss or liability and expenses:

4.1 as a result of the Contractor's failure to carry out, observe or perform all or any of the Obligations; and/or

4.2 if the Contractor fails to pay any debt, damages, interest or costs due from the Contractor to the Beneficiary under or in connection with the Building Contract; and/or

4.3 if the employment of the Contractor under the Building Contract is terminated by operation of clause[s] [ ] of the Building Contract; and/or

4.4 if any of the Obligations are or become unenforceable, invalid or illegal on any ground whatsoever as if the Obligations had not become unenforceable, invalid or illegal

provided that the amount payable by the Guarantor under this clause shall not exceed the amount which would have been payable by the Contractor under the

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Building Contract [(excluding rights of deduction, set off and counterclaim)] and on the basis that the Building Contract is valid and enforceable.

5 **Amendments to the Building Contract and/or the Obligations**

The Building Contract and/or any or all of the Obligations may be modified, amended or supplemented in any way without the Guarantor's consent and the Guarantor expressly confirms that it intends that this Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition to or of the Building Contract and/or to or of any or all of the Obligations including, without limitation, any alteration to the nature of extent of the works to be carried out under the Building Contract and/or any allowance of time by the Beneficiary under the Building Contract.

6 **Waiver of defences**

The Guarantor shall not be discharged or released from this Guarantee by any act, omission, matter or thing which, but for this clause, would or might reduce, release or prejudice any of its obligations under this Guarantee including, without limitation, any one or more of the following:

6.1 any alteration to the nature or extent of the Project or any amendment to or variation, express or implied, waiver or release of the terms of the Building Contract;

6.2 any allowance of time, forbearance, indulgence or other concession granted to the Contractor under the Building Contract or any other compromise or settlement of any dispute between the Beneficiary and the Contractor **provided that** the Beneficiary shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Contractor shall have complied with the terms of such compromise or settlement;

6.3 the liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity, amalgamation, reconstruction or any change in the name, composition, status, function, ownership or control of the Contractor or the Guarantor;

6.4 any disclaimer of the Building Contract by any liquidator or administrator appointed to the Contractor (and the Building Contract shall for the purposes of this Guarantee be deemed to continue notwithstanding any such disclaimer);

6.5 any provision of the Building Contract being or becoming illegal, invalid, void, voidable or unenforceable for any reason whatsoever;

6.6 the suspension or termination of the Building Contract or of the employment of the Contractor under the Building Contract for any reason whatsoever; and

6.7 any failure to take or to realise (or fully to take or to realise), or any release, discharge, exchange or substitution of, any security, guarantee or indemnity in respect of the Building Contract.

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7 **Continuing Guarantee**

This Guarantee is a continuing guarantee and shall remain in operation until all the obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Contractor under the Building Contract shall have been satisfied or performed in full.

8 **Calls on the Guarantee**

8.1 The Beneficiary may make more than one (1) demand under this Guarantee.

8.2 The Beneficiary shall not be obliged to pursue any means of recourse against the Contractor before being entitled to enforce this Guarantee against the Guarantor **provided that** if the Beneficiary does seek recourse against the Contractor any money judgement of a court or arbitrator's award or decision of an adjudicator against the Contractor in favour of the Beneficiary under the Building Contract shall be conclusive evidence for the purposes of this Guarantee as to any liability of the Contractor to which such judgement award or decision relates (unless and until the same is set aside by any competent tribunal).

8.3 The Beneficiary is not bound to make demand on or enforce any rights against any other guarantor or person before enforcing this Guarantee.

9 **[Representations**

The Guarantor represents and warrants to the Beneficiary that:

9.1 this Guarantee constitutes a valid and legally binding obligation of it in accordance with its terms;

9.2 it has the power and has taken all corporate and other action required to enter into this Guarantee and to authorise its execution and delivery and the performance of its under obligations under it;

9.3 the execution, delivery and performance of this Guarantee does not violate its constitution, any law applying to it or any agreement or other obligation binding on the Guarantor or any of its assets;

9.4 it is not insolvent or in liquidation or administration or subject to any other insolvency procedure and no receiver, manager, trustee, custodian or analogous officer has been appointed in respect of any part of its property, undertaking or assets in any jurisdiction.]

10 **Deferral of Guarantor's rights**

10.1 Insofar as any sums are payable (contingently or otherwise) by the Contractor to the Beneficiary under the Building Contract the Guarantor shall not exercise any right of set-off or counterclaim against the Contractor or any other person or prove in competition with the Beneficiary in respect of any payment by the Guarantor under this Guarantee. If the Guarantor receives any sums from the Contractor or any other person in respect of any payment of the Guarantor under this Guarantee the

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Guarantor shall hold such monies in trust for the Beneficiary so long as any sums are payable (contingently or otherwise) under this Guarantee.

10.2 The Guarantor will not, without the prior written consent of the Beneficiary, hold any security from the Contractor or any other person in respect of the Guarantor's liability under this Guarantee [or in respect of any liability or other obligations of the Contractor to the Guarantor]. The Guarantor will hold any security held by it in breach of this provision in trust for the Beneficiary.

11 **Additional security**

This Guarantee is in addition to and not in substitution for any present and future guarantee lien or other security held by the Beneficiary. The Beneficiary's rights under this Guarantee are in addition to and not exclusive of those provided by law.

12 **[Interest on late payment**

If the Guarantor defaults in the payment when due of any sum payable under this Guarantee (whether determined by agreement or pursuant to an order of court or otherwise) its liability shall be increased to include interest on such sum from the date when it is due for payment up to and including the date of actual payment (after as well as before judgement) at the rate of [5]% above the bank rate from time to time of the Bank of England. Interest shall accrue on a daily basis and shall be compounded monthly.]

13 **Invalidity of any of the terms of this Guarantee**

If any provision of this Guarantee is held by any competent authority to be invalid unlawful or unenforceable in whole or in part, the validity lawfulness and enforceability of the other provisions of this Guarantee and the remainder of the provision in question shall not be affected thereby.

14 **Assignment**

The Beneficiary shall be entitled to assign this Guarantee and/ or the benefit of it to a party to whom it has simultaneously assigned the benefit of the Building Contract in accordance with the terms of the Building Contract [or to a person who has replaced the Beneficiary by the exercise of its right to step into the Building Contract, or that party's nominee].

15 **Notices**

15.1 Any notice to be given under this Guarantee shall be in writing and shall be deemed to be duly given if delivered in the case of a corporation to the parties' registered office for the time being or in any other case to the parties' principal place of business.

15.2 Notices may be served by:

15.2.1 personal delivery; or

15.2.2 pre-paid registered or recorded delivery mail.

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15.3 Notices and communications shall be deemed to have been served or received in the case of:

15.3.1 personal delivery on the date of delivery; or

15.3.2 pre-paid registered or recorded delivery mail on the second working day after the notice of communication is posted.

16 **Contracts (Rights of Third Parties) Act 1999**

The parties hereby confirm that nothing in this Guarantee shall confer on any person any right to enforce any term of this Guarantee which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

17 **Limitation**

The Beneficiary may not start proceedings against the Guarantor under this Guarantee in respect of any claim if any proceedings against the Contractor in respect of that claim would be statute-barred.

18 **Law and jurisdiction**

This Guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the English courts. Nothing in this clause shall affect the ability of the Beneficiary to enforce any judgement against the Guarantor in any jurisdiction.

This Guarantee has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

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Appendix 3

Part 1

Contractor Warranty

RBK00018809/64
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Contractor warranty

dated [ ]

Parties

(1) [ ] (registration number [ ]) [of] [whose registered office is at] [ ] (the **Contractor**)

(2) [ ] (registration number [ ]) [of] [whose registered office is at] [ ] (the **Beneficiary**)

(3) [The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited (registration number 03048135) whose registered office is at 292a Kensal Road, London, United Kingdom, W10 5BE (the **Employer**)]

Introduction

(A) The Employer has procured the carrying out of the Works at the Property (as defined below).

(B) The Contractor carries on business as a building contractor and has been appointed as such by the Employer to carry out the Works upon the terms and conditions contained in the Building Contract (as defined below).

(C) The Beneficiary has an interest/will have an interest in the Property or a part or parts of the Property and/or the Project and has entered into the Agreement (as defined below) in respect of the Property.

(D) The Contractor has agreed to enter into this warranty in favour of the Beneficiary.

Agreed terms

1 **Interpretation and definitions**

1.1 In this warranty the following terms have the following meanings unless inconsistent with the context:

Agreement means the [finance] agreement between the Beneficiary and the Employer dated [ ] whereby the Beneficiary has [agreed to provide finance for the carrying out and completion of the Project] [agreed to purchase the Property] [agreed to acquire a long leasehold interest in the Property] [engage the Employer as developer to procure the carrying out of the Works];

Building Contract means the JCT Design and Build Contract (2011 edition) as amended dated [ ] entered into between the Employer and the Contractor (and any further agreement(s) varying or supplementing it) for the Works;

Contractor's Design Documents means the drawings, details and specifications of materials, goods and workmanship and other related documents prepared by or for the Contractor in relation to the design of the Works;

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[**Employer** means the Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited (registration number 03048135) whose registered office is at 292a Kensal Road, London, United Kingdom, W10 5BE;]

Group Company means any subsidiary company or holding company of the Beneficiary or another subsidiary or holding company of such company as subsidiary and holding company are defined in section 1159 Companies Act 2006;

Project means enhancements and developments at the Property;

Property means Grenfell Tower, Grenfell Road, London W11 1TQ;

Working Day means any day except Saturday Sunday and bank or other public holidays in England;

Works means the works of design, [demolition, refurbishment,] construction, completion and defects rectification to be carried out on the Property pursuant to the Building Contract.

1.2 The clause headings in this warranty are for convenience only and do not affect its interpretation.

1.3 Words importing the singular meaning include where the context so allows the plural meaning and vice versa.

1.4 Words of one gender include both genders and words denoting natural persons include firms and companies and all are to be construed interchangeably in that manner.

1.5 A reference to any statute or statutory instrument shall include a reference to any modification extension or re-enactment of it.

1.6 References in this warranty to numbered clauses are references to the relevant clause in this warranty.

2 **Consideration**

In consideration of the payment of £10.00 (ten pounds) by the Beneficiary to the Contractor (receipt of which the Contractor hereby acknowledges) the Contractor covenants to the Beneficiary as set out in this warranty.

3 **Duty of care**

The Contractor warrants and undertakes to the Beneficiary that:

3.1 it has performed and shall continue to perform all of its duties and obligations under or arising out of the Building Contract; and

3.2 in relation to the design of the Works the Contractor shall have in respect of any deficiency or insufficiency in such design the like liability to the Beneficiary, whether under statute or otherwise, as would [an architect or, as the case may be, other appropriate professional designer holding himself out as competent to take on work for

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such design who, acting independently under a separate contract with the Client, had supplied such design for or in connection with works to be carried out and completed by a building contractor not being the supplier of the design] [a design and build contractor experienced in carrying out such work for projects of a similar size scope value character and complexity to the Works];

3.3 it shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Contractor's responsibilities in relation to the Project **provided that** the Contractor shall owe no greater duty of care to the Beneficiary under this warranty than it would have done if, in lieu of this warranty, the Beneficiary had been named as client instead of the Employer in the Building Contract; and

3.4 the Beneficiary shall be deemed to have relied and shall continue to rely upon the Contractor's skill and judgement in respect of all matters which lie within the scope of the Contractor's responsibilities in relation to the Project.

4 **Prohibited materials**

The Contractor shall not specify or authorise for use any materials or goods which are then known (or generally considered within the construction industry) to be deleterious to health and safety or to durability in the particular circumstances in which they are used.

5 **[Step-in**

5.1 The Contractor covenants with the Beneficiary that if any event of default shall occur under the Agreement at any time the Contractor shall, if so required by notice in writing given by the Beneficiary in accordance with clauses 5.4.1 to 5.4.3 inclusive, accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer upon the terms and conditions of the Building Contract and the Employer acknowledges that the Contractor shall be entitled to rely on the notice given to the Contractor by the Beneficiary as conclusive evidence for the purpose of this warranty that these circumstances have occurred permitting the Beneficiary to give such notice.

5.2 The Contractor hereby covenants that it shall not exercise nor seek to exercise any right to terminate or treat as terminated the Building Contract and/or its employment or discontinue or suspend the performance of any of its obligations under the Building Contract without first giving to the Beneficiary prior written notice specifying the Contractor's ground for terminating or treating as terminated the Building Contract and/or its employment and/or discontinuing or suspending its performance under the Building Contract. If the grounds are that sums which are due have not been paid by the final payment date and no effective pay less notice has been given the Contractor shall give 7 days notice otherwise the Contractor shall give 15 Working Days notice.

5.3 Compliance by the Contractor with the provisions of clause 5.2 shall not be treated as a waiver of any breach on the part of the Employer giving rise to the right of determination discontinuance or suspension nor otherwise prevent the Contractor from exercising its rights after the expiration of the notice unless the right of determination discontinuance or suspension shall have ceased pursuant to the provision of clause 5.4.

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5.4 Within the relevant notice period referred to in clause 5.2 the Beneficiary or its appointee may give written notice to the Contractor:

5.4.1 acknowledging that it assumes all the obligations of the Employer;

5.4.2 requiring the Contractor to continue with the performance of its duties and obligations under the Building Contract;

5.4.3 undertaking unconditionally to the Contractor to pay to the Contractor within 15 Working Days after the date of the notice under this clause 5.4 any sums which have become properly due and payable to the Contractor under the Building Contract but which are at the date of such notice unpaid and in the case of a notice from an appointee of the Beneficiary the Beneficiary shall guarantee all payments due to the Contractor from the appointee[;] [.]

[**provided that** the rights of [ ] under clause 5 of the warranty given or to be given by the Contractor to [ ] shall have priority over the rights of the Beneficiary under this clause whether such are exercised by [ ] before or after the exercise by the Beneficiary of its rights under this clause.]

5.5 In the event of the Beneficiary or their appointee giving notice to the Contractor in accordance with clause 5.4 the Building Contract shall continue in full force and effect and in all respects as if the Building Contract had been made between the Contractor and the Beneficiary or its appointee (as applicable) to the exclusion of the Employer (but without prejudice to any rights of recovery as between the Contractor and the Employer) and the provisions of this clause shall apply notwithstanding any dispute or doubt as to the validity of such rights of determination or discontinuance.

5.6 The Employer confirms its agreement to the terms and conditions of this warranty and its concurrence with the arrangements made and contemplated by this warranty.]

6 **Copyright**

6.1 Subject to any rights in any design, drawings and other documents supplied to the Contractor for the purposes of the Building Contract by or on behalf of the Employer, the copyright in all the Contractor's Design Documents shall remain vested in the Contractor.

6.2 The Beneficiary shall have an irrevocable, royalty-free, non exclusive licence to copy and use the Contractor's Design Documents and to reproduce the designs and content of them for any purpose relating to the Works including, without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Works. Such licence shall enable the Beneficiary to copy and use the Contractor's Design Documents for the extension of the Works but shall not include a licence to reproduce the designs contained in them for any extension of the Works.

6.3 The Contractor shall not be liable for any use by the Beneficiary of any of the Contractor's Design Documents for any purpose other than that for which they were prepared.

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6.4 When requested to do so by the Beneficiary the Contractor shall provide to the Beneficiary copies of the Documents subject to the Beneficiary paying the Contractor's reasonable copying charges in connection with complying with such request.

7 **Insurance**

7.1 The Contractor shall:

7.1.1 take out (unless the Contractor has already done so) a professional indemnity insurance policy for not less than [ ] pounds (£[ ]) [for each and every claim] [for each occurrence of series of occurrences arising out of each and every event] [in the aggregate for each year of insurance] [**provided that** such limit of indemnity may be [in the aggregate for each year of insurance] [[ ] pounds (£ [ ])] in respect of claims for pollution contamination and date recognition];

7.1.2 **provided that** it remains available at commercially reasonable rates, maintain such insurance until the expiry of [6] [12] years from the date of practical completion of the Works; and

7.1.3 as and when reasonably requested to do so by the Beneficiary, produce for inspection documentary evidence that such has been effected and/or is being maintained.

7.2 If the insurance referred to in clause 7.1 ceases to be available at commercially reasonable rates, the Contractor shall immediately give notice to the Beneficiary so that the Contractor and the Beneficiary can discuss the means of best protecting the respective positions of the Beneficiary and the Contractor in the absence of such insurance.

8 **Assignment**

8.1 The Contractor shall not without the consent of the Beneficiary assign its rights under this warranty.

8.2 The Beneficiary may (without the consent of the Contractor [and the Employer]) assign its rights under this warranty:

8.2.1 to any mortgagee and by way of re-assignment on redemption;

8.2.2 to any Group Company;

8.2.3 on two other occasions only.

8.3 In this warranty references to the Beneficiary shall include where the context admits its permitted assignees but not so as to permit more than two assignments under clause **Error! Reference source not found.**8.2.3.

8.4 The Contractor undertakes with the Beneficiary not to contend that any person to whom this warranty may be assigned will be precluded from recovering under this warranty any loss resulting from any breach of this warranty either by reason that the person is an assignee and not the original party to this warranty or by reason that the

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Beneficiary named in this warranty or any intermediate owner of the Beneficiary's interest in the Project shall escape loss resulting from such breach by reason of the disposal of its interest in the Project.

9 **Delay**

The Contractor shall not be liable to the Beneficiary in respect of any delay to the completion of the Works [unless and until the Beneficiary has given notice to the Contractor under clause 5.4.]

10 **Notices**

10.1 Any notice to be given under this warranty shall be in writing and shall be deemed to be duly given if it is delivered to the parties' registered office for the time being.

10.2 Notices may be served by:

10.2.1 personal delivery; or

10.2.2 pre-paid registered or recorded delivery mail.

10.3 Notices and communications shall be deemed to have been served or received in the case of:

10.3.1 personal delivery on the date of delivery; or

10.3.2 pre-paid registered or recorded delivery mail on the second Working Day after the notice of communication is posted.

11 **Continuing effect**

Notwithstanding the completion of the Project or any part of the Project this warranty shall continue to have effect.

12 **Miscellaneous**

12.1 Nothing in this warranty shall limit or affect any other rights or remedies (whether under any contract, at law, at equity or otherwise) which the Beneficiary would have against the Contractor in the absence of this warranty.

12.2 The Contractor's liability under this warranty shall not be released, diminished or in any other way affected by:

12.2.1 the appointment by the Beneficiary of any person to monitor the carrying out of the Works or to inspect any documents relating to the Property and/or the Works on behalf of the Beneficiary or the failure to appoint such a person; or

12.2.2 any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary.

13 **Contracts (Rights of Third Parties) Act 1999**

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Nothing in this warranty confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

14 **Law**

This warranty shall and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the English courts.

This warranty has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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Appendix 3

Part 2

Design Sub-Contractor Warranty

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Design Sub-Contractor warranty

dated [ ]

Parties

(1) [ ] (registration number [ ]) [of] [whose registered office is at] [ ] (the **Design Sub-Contractor**)

(2) [ ] (registration number [ ]) [of] [whose registered office is at] [ ] (the **Beneficiary**)

(3) [[ ] (registration number [ ]) [of] [whose registered office is at] [ ] (the **Contractor**)]

Introduction

(A) The [Employer] [Beneficiary] has procured the carrying out of the Works at the Property (as defined below).

(B) The Contractor carries on business as a building contractor and has been appointed as such by the [Employer] [Beneficiary] to carry out the Works upon the terms and conditions contained in the Building Contract (as defined below).

(C) The Contractor has engaged the Design Sub-Contractor in the capacity of [ ].

[NB: this may need to be amended if the appointment is created by the novation of a previous appointment between the Design Sub-Contractor and the Employer]

(D) The Beneficiary has an interest/will have an interest in the Property or a part or parts of the Property and/or the Project and has entered into the Agreement (as defined below) in respect of the Property/is the Employer under the Building Contract.

(E) The Design Sub-Contractor has agreed to enter into this warranty in favour of the Beneficiary.

Agreed terms

1 **Interpretation and definitions**

1.1 In this warranty the following terms have the following meanings unless inconsistent with the context:

Agreement means the [finance] agreement between the Beneficiary and the Employer dated [ ] whereby the Beneficiary has agreed to [provide finance for the carrying out and completion of the Project] [purchase the Property] [acquire a long leasehold interest in the Property];

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Building Contract means the JCT Design and Build Contract (2011 edition) as amended dated [ ] entered into between the [Employer] [Beneficiary] and the Contractor (and any further agreement(s) varying or supplementing it) for the Works;

[**Contractor** means [ ] (company number [ ]) of/whose registered office is at [ ];]

Design Sub-Contract means the terms of engagement entered into between the Contractor and the Design Sub-Contractor dated [ ] (and any further agreement(s) varying or supplementing it) under which the Design Sub-Contractor has agreed to provide the Services;

Documents means the drawings, details and specifications of materials, goods and workmanship and other related documents prepared by or for the Design Sub-Contractor in relation to the design of the Works;

[**Employer** means [ ] (company number [ ]) of/whose registered office is at [ ];]

Group Company means any subsidiary company or holding company of the Beneficiary or another subsidiary or holding company of such company as subsidiary and holding company are defined in section 1159 Companies Act 2006;

Project means [ ] at the Property;

Property means [ ];

Services means the works, design and/or services which the Design Sub-Contractor has been retained to carry out under the Design Sub-Contract;

Working Day means any day except Saturday Sunday and bank or other public holidays in England;

Works means the works of design, [demolition, refurbishment,] construction, completion and defects rectification to be carried out on the Property pursuant to the Building Contract.

1.2 The clause headings in this warranty are for convenience only and do not affect its interpretation.

1.3 Words importing the singular meaning include where the context so allows the plural meaning and vice versa.

1.4 Words of one gender include both genders and words denoting natural persons include firms and companies and all are to be construed interchangeably in that manner.

1.5 A reference to any statute or statutory instrument shall include a reference to any modification extension or re-enactment of it.

1.6 References in this warranty to numbered clauses are references to the relevant clause in this warranty.

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2 **Consideration**

In consideration of the payment of £10.00 (ten pounds) by the Beneficiary to the Contractor (receipt of which the Contractor hereby acknowledges) the Contractor covenants to the Beneficiary as set out in this warranty.

3 **Duty of care**

The Design Sub-Contractor warrants and undertakes to the Beneficiary that:

3.1 it has performed and shall continue to perform all of its duties and obligations under or arising out of the Design Sub-Contract; and

3.2 it has exercised and will continue to exercise in the performance of the Services all the reasonable skill and care to be expected of a properly qualified and competent [ ] experienced in the provision of services and works for projects of a similar size scope value character and complexity to the Project;

3.3 it shall owe a duty of care to the Beneficiary in respect of all matters which lie within the scope of the Design Sub-Contractor's responsibilities in relation to the Project **provided that** the Design Sub-Contractor shall owe no greater duty of care to the Beneficiary under this warranty than it would have done if, in lieu of this warranty, the Beneficiary had been named as client instead of the Contractor in the Design Sub-Contract; and

3.4 the Beneficiary shall be deemed to have relied and shall continue to rely upon the Design Sub-Contractor's skill and judgement in respect of all matters which lie within the scope of the Design Sub-Contractor's responsibilities in relation to the Project.

4 **Prohibited materials**

The Design Sub-Contractor shall not specify or authorise for use any materials or goods which are then known (or generally considered within the construction industry) to be deleterious to health and safety or to durability in the particular circumstances in which they are used.

5 **[Step-in**

5.1 [The Design Sub-Contractor covenants with the Beneficiary that if any event of default shall occur under the Building Contract at any time the Design Sub-Contractor shall, if so required by notice in writing given by the Beneficiary in accordance with clauses 5.4.1 to 5.4.3 inclusive, accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor upon the terms and conditions of the Design Sub-Contract and the Contractor acknowledges that the Design Sub-Contractor shall be entitled to rely on the notice given to the Design Sub-Contractor by the Beneficiary as conclusive evidence for the purpose of this warranty that these circumstances have occurred permitting the Beneficiary to give such notice.]

[only include in the warranty in favour of the Employer under the Building Contract]

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5.2 The Design Sub-Contractor hereby covenants that it shall not exercise nor seek to exercise any right to terminate or treat as terminated the Design Sub-Contract and/or its employment or discontinue or suspend the performance of any of its obligations under the Design Sub-Contract without first giving to the Beneficiary prior written notice specifying the Design Sub-Contractor's ground for terminating or treating as terminated the Design Sub-Contract and/or its employment and/or discontinuing or suspending its performance under the Design Sub-Contract. If the grounds are that sums which are due have not been paid by the final payment date and no effective pay less notice has been given the Design Sub-Contractor shall give 7 days notice otherwise the Design Sub-Contractor shall give 15 Working Days notice.

5.3 Compliance by the Design Sub-Contractor with the provisions of clause 5.2 shall not be treated as a waiver of any breach on the part of the Contractor giving rise to the right of determination discontinuance or suspension nor otherwise prevent the Design Sub-Contractor from exercising its rights after the expiration of the notice unless the right of determination discontinuance or suspension shall have ceased pursuant to the provision of clause 5.4.

5.4 Within the relevant notice period referred to in clause 5.2 the Beneficiary or its appointee may give written notice to the Design Sub-Contractor:

5.4.1 acknowledging that it assumes all the obligations of the Contractor;

5.4.2 requiring the Design Sub-Contractor to continue with the performance of its duties and obligations under the Design Sub-Contract;

5.4.3 undertaking unconditionally to the Design Sub-Contractor to pay to the Design Sub-Contractor within 15 Working Days after the date of the notice under this clause 5.4 any sums which have become properly due and payable to the Design Sub-Contractor under the Design Sub-Contract but which are at the date of such notice unpaid and in the case of a notice from an appointee of the Beneficiary the Beneficiary shall guarantee all payments due to the Design Sub-Contractor from the appointee[;] [.]

[**provided that** the rights of [ ] under clause 5 of the warranty given or to be given by the Design Sub-Contractor to [ ] shall have priority over the rights of the Beneficiary under this clause whether such are exercised by [ ] before or after the exercise by the Beneficiary of its rights under this clause.]

5.5 In the event of the Beneficiary or their appointee giving notice to the Design Sub-Contractor in accordance with clause 5.4 the Design Sub-Contract shall continue in full force and effect and in all respects as if the Design Sub-Contract had been made between the Design Sub-Contractor and the Beneficiary or its appointee (as applicable) to the exclusion of the Contractor (but without prejudice to any rights of recovery as between the Design Sub-Contractor and the Contractor) and the provisions of this clause shall apply notwithstanding any dispute or doubt as to the validity of such rights of determination or discontinuance.

5.6 The Contractor confirms its agreement to the terms and conditions of this warranty and its concurrence with the arrangements made and contemplated by this warranty.]

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6 Copyright

6.1 Subject to any rights in any design, drawings and other documents supplied to the Design Sub-Contractor for the purposes of the Design Sub-Contract by or on behalf of the Contractor, the copyright in all the Documents shall remain vested in the Design Sub-Contractor.

6.2 The Beneficiary shall have an irrevocable, royalty-free, non exclusive licence to copy and use the Documents and to reproduce the designs and content of them for any purpose relating to the Works including, without limitation, the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment and repair of the Works. Such licence shall enable the Beneficiary to copy and use the Documents for the extension of the Works but shall not include a licence to reproduce the designs contained in them for any extension of the Works.

6.3 The Design Sub-Contractor shall not be liable for any use by the Beneficiary of any of the Documents for any purpose other than that for which they were prepared.

6.4 When requested to do so by the Beneficiary the Design Sub-Contractor shall provide to the Beneficiary copies of the Documents subject to the Beneficiary paying the Design Sub-Contractor's reasonable copying charges in connection with complying with such request.

7 **Insurance**

7.1 The Design Sub-Contractor shall:

7.1.1 take out (unless the Design Sub-Contractor has already done so) a professional indemnity insurance policy for not less than [ ] pounds (£[ ]) [for each and every claim] [for each occurrence of series of occurrences arising out of each and every event] [**provided that** such limit of indemnity may be [in the aggregate for each year of insurance] [[ ] pounds (£ [ ])] in respect of claims for pollution contamination and date recognition];

7.1.2 **provided that** it remains available at commercially reasonable rates, maintain such insurance until the expiry of [6] [12] years from the date of practical completion of the Works; and

7.1.3 as and when reasonably requested to do so by the Beneficiary, produce for inspection documentary evidence that such has been effected and/or is being maintained.

7.2 If the insurance referred to in clause 7.1 ceases to be available at commercially reasonable rates, the Design Sub-Contractor shall immediately give notice to the Beneficiary so that the Design Sub-Contractor and the Beneficiary can discuss the means of best protecting the respective positions of the Beneficiary and the Design Sub-Contractor in the absence of such insurance.

8 **Assignment**

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8.1 The Design Sub-Contractor shall not without the consent of the Beneficiary assign its rights under this warranty.

8.2 The Beneficiary may (without the consent of the Design Sub-Contractor [and the Contractor]) assign its rights under this warranty:

8.2.1 to any mortgagee and by way of re-assignment on redemption;

8.2.2 to any Group Company;

8.2.3 on two other occasions only.

8.3 In this warranty references to the Beneficiary shall include where the context admits its permitted assignees but not so as to permit more than two assignments under clause **Error! Reference source not found.**8.2.3.

8.4 The Design Sub-Contractor undertakes with the Beneficiary not to contend that any person to whom this warranty may be assigned will be precluded from recovering under this warranty any loss resulting from any breach of this warranty either by reason that the person is an assignee and not the original party to this warranty or by reason that the Beneficiary named in this warranty or any intermediate owner of the Beneficiary's interest in the Project shall escape loss resulting from such breach by reason of the disposal of its interest in the Project.

9 Notices

9.1 Any notice to be given under this warranty shall be in writing and shall be deemed to be duly given if it is delivered to the parties' registered office for the time being.

9.2 Notices may be served by:

9.2.1 personal delivery; or

9.2.2 pre-paid registered or recorded delivery mail.

9.3 Notices and communications shall be deemed to have been served or received in the case of:

9.3.1 personal delivery on the date of delivery; or

9.3.2 pre-paid registered or recorded delivery mail on the second Working Day after the notice of communication is posted.

10 Continuing effect

Notwithstanding the completion of the Project or any part of the Project this warranty shall continue to have effect.

11 Miscellaneous

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11.1 Nothing in this warranty shall limit or affect any other rights or remedies (whether under any contract, at law, at equity or otherwise) which the Beneficiary would have against the Design Sub-Contractor in the absence of this warranty.

11.2 The Design Sub-Contractor's liability under this warranty shall not be released, diminished or in any other way affected by:

11.2.1 the appointment by the Beneficiary of any person to monitor the carrying out of the Works or to inspect any documents relating to the Property and/or the Works on behalf of the Beneficiary or the failure to appoint such a person; or

11.2.2 any approval or consent given or withheld or purported to be given or withheld by or on behalf of the Beneficiary.

12 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this warranty confers or purports to confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

13 **Law**

This warranty shall and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the English courts.

This warranty has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

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Appendix 4

KPIs

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Appendix 5

Anti-corruption Policy

RBK00018809/81
RBK00018809_0081

Appendix 6

Contractor's Proposals

RBK00018809/82
RBK00018809_0082

Appendix 7

Contract Sum Analysis

RBK00018809/83
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Part 2

Employer's Requirements
Section A - Preliminaries
Section B - Specification and Design Requirements

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A10
PROJECT PARTICULARS

A10 PROJECT PARTICULARS

Time-charge £ p	Fixed-charge £ p

110 THE PROJECT

- Name: Enhancements and improvements to Grenfell Tower.
- Nature: The enhancements and improvements to Grenfell Tower is an extension of Kensington Academy and Leisure Centre Project and integral to the upgraded public realm.

  The Works consist of the Design, Construction, Completion and Defects Rectification of the proposed re-cladding and installation of new windows of Grenfell Tower including Mechanical and Electrical installations and remodelling of its lower floors to provide improved accommodation for a nursery, boxing club, offices, new entrance and 7 new residential flats and some soft and hard landscaping works surrounding the Tower.

  The Contractor will be expected to identify sources of suitable ECO funding and assist the TMO in making necessary application to secure such funding.

  The Tower consists of a Basement, Ground floor, Mezzanine, Walkway level, Walkway +1 level, the 20-storey residential floors and plant room.

  The Tenderer is to refer to the whole Tender Document for full scope of works.

- Location: Grenfell Tower sits at the Northern end of the Lancaster West 1 Estate, in the Nothing Barns Ward of North Kensington. The nearest London Underground is Latimer Road Tube station, which is 200m walk from the entrance to the Tower. See site plan, contained in Appendix A, for exact location of the site..
- Length of contract: 15 months from date of site possession, see proposed Phasing plan, contained in Appendix A, for Indicative construction programme.

  Design: All design work completed to-date (RIBA Stage E) is included with this Tender Document and the Contractor shall become responsible for the design and it's further development and completion. The Contractor shall have full responsibility for the design of all the Works

  Consultants Novation: Two members of the Client's Design Team (the Architect and Structural Engineer) will be novated to the Contractor to complete the design post Stage E. The Tenderer is to contact the Novated Consultants (contact details clause 165 and 170 below) to ascertain fee information to be included in tender and terms and conditions. See Appendix D for Standard Terms of Draft Novation Agreement.

  Design Responsibility: The Contractor is required to assume

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responsibility for the design of the works up to tender stage and so it is incumbent upon the Contractor to satisfy himself as to the sufficiency of that design in his tender.

Design Costs: The Contract Sum shall be deemed to include all design costs including any specialist costs, and any license fees as may be required for the execution of the whole works. It is the Contractor's responsibility to provide all design services that may be necessary for the fulfilment of his responsibilities under this contract. .

	Time-charge £ p	Fixed-charge £ p

115A CONTACT DETAILS

- Please note that the following are supplied for information. During the tender period all contact in relation to the project should be addressed to business.support.log@uk.arteliagroup.com

120 EMPLOYER (CLIENT)

- Name: Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited.
- Address: The Network Hub, 292a Kensal Road, London W10 5BE.
- Contact: Claire Williams.
- Telephone: [redacted]
- Email: [redacted]

130 PRINCIPAL CONTRACTOR (CDM)

- Name: Rydon Maintenance Limited.
- Address: Rydon House,Station Road, Forest Row, East Sussex, RH18 5DW.
- Contact: Simon Lawrence.
- Telephone: [redacted]
- E-mail: [redacted]

132 PRINCIPAL CONTRACTOR (SWMP)

- Name: Rydon Maintenance Limited.
- Address: Rydon House,Station Road, Forest Row, East Sussex, RH18 5DW.
- Contact: Simon Lawrence.
- Telephone: [redacted]
- E-mail: [redacted]

140 EMPLOYER'S AGENT

- Name: Artelia UK.
- Address: High Holborn House, 52-54 High Holborn, London WC1V 6RL.
- Contact: Philip Booth.
- Telephone: [redacted]
- E-mail: [redacted]

		Time-charge £ p	Fixed-charge £ p
150	CDM COORDINATOR • Name: Artelia UK. • Address: High Holborn House, 52-54 High Holborn, London WC1V 6RL. • Contact: Keith Bushell. • Telephone: [redacted] • E-mail: [redacted]		
160	QUANTITY SURVEYOR • Name: Artelia UK • Address: High Holborn House, 52-54 High Holborn, London WC1V 6RL • Contact: Chweechen Lim • Telephone: [redacted] • E-mail: [redacted]		
165	ARCHITECT • Name: Studio E LLP • Address: Palace Wharf, Rainville Road, London W6 9HN • Contact: Bruce Sounes • Telephone: [redacted] • E-mail: [redacted]		
170	STRUCTURAL ENGINEER • Name: Curtins Consulting. • Address: Unit 5/6, 40 Compton Street, London EC1V 0AP. • Telephone: [redacted]		
175	MECHANICAL ENGINEER • Name: Max Fordham LLP. • Address: The Rotunda, 42-43 Gloucester Crescent, Camden, London NW1 PE2. • Telephone: [redacted]		
178	ELECTRICAL ENGINEER • Name: Max Fordham LLP. • Address: The Rotunda, 42-43 Gloucester Crescent, Camden, London NW1 PE2. • Telephone: [redacted]		
190	CLERK OF WORKS • Name: To be appointed. • Address: To be appointed. • Telephone: To be appointed.		
195A	CLIENT TECHNICAL ADVISER (ARCHITECTURAL) • Name: To be appointed. • Address: To be appointed. • Telephone: To be appointed.		

198A CLIENT TECHNICAL ADVISER (SERVICES)

- Name: Max Fordham LLP.
- Address: [The Rotunda, 42-43 Gloucester Crescent, Camden, London NW1 PE2].
- Telephone: 020 7385 7126.

Time-charge £ p	Fixed-charge £ p

A11
TENDER AND CONTRACT DOCUMENTS

A11 TENDER AND CONTRACT DOCUMENTS

	Time-charge £ p	Fixed-charge £ p

110 TENDER DRAWINGS
- The tender drawings are: as listed within Appendix A.

120 CONTRACT DRAWINGS
- The contract drawings: Same as the tender drawings.
- Exceptions: None.

170 PRECONSTRUCTION INFORMATION
- Format: The Preconstruction information from the CDMC is included as a PDF file(s) within Appendix C.
- Note: Should any information contained within these Preliminaries conflict with the information provided within the Preconstruction Information Pack then the latter will take preference for the purposes of the tender.

190 ORDER OF PREFERENCE
- The documents comprising the Contract shall be construed in the following order of precedence: -
- 1st - Articles of Agreement
- 2nd - Contract Particulars
- 3rd - Tender Specification, Drawings and Room Data Sheet
- 4th - Contract Drawings - developed design drawings
- 5th - Contract Specification
- 6th - Preliminaries

A12

THE SITE/ EXISTING BUILDINGS

A12 THE SITE/ EXISTING BUILDINGS

	Time-charge £ p	Fixed-charge £ p

110 THE SITE

- Description: The general boundaries and location of the Grenfell Tower site are indicated on Proposed Phasing Plan 1279 SEA (00)100. Site Compound Information is referred to in Site Plan ref 1279 SEA (00) 011 and (00) 012. The Tower is mainly residential and will be fully occupied during the construction works. The building footprint is approximately 24m x 24m. The location of the site is at Grenfell Road, London, W11 1TQ.

  Grenfell Tower sits at the Northern end of the Lancaster West 1 Estate, in the Notting Barns Ward of North Kensington.

  The Contractor is to note that the construction works will be carried out whilst residents are in site and existing services located in the main core are to be protected during demolition and building works.

  The Client will provide one two bedroom flat. During the initial phases of the project this will be available to the Contractor for some tests and opening up works. Once the work commences in individual homes this flat must be available to residents as respite accomodation.

		Time-charge £ p	Fixed-charge £ p
120	EXISTING BUILDINGS ON/ ADJACENT TO THE SITE • Description: Grenfell Tower will remain in use throughout the works and fire brigade access, access for occupiers, visitors, deliveries and fire escape routes are to be maintained throughout taking into account required phasing. Please see proposed phasing plan drawing nr. 1279 SEA (00)100, in Appendix A, for further details. There is a neighbouring construction site and the hoarding to this project may impose some access restrictions. The Contractor is to set regular coordination meeting with the other contractors for the Kensington Academy and Leisure Centre Project. The area to the immediate east of the tower is Lancaster Green and there is a children's play area to the immediate west. The children's play area is to be remodelled as part this project, the open space to the north was an all-weather football pitche and is now a construction site. The London Underground viaduct is 70m to the west and Latimer Road Tube station is 200m walk from the entrance to the tower. The Contractor is to allow for all costs in providing, moving, adapting and relocating his temporary protection and site accommodation requirements including services and drainage in order to suite the progress of the works. The Contractor is to make his own enquiries in relation to and allow for complying with any obligations imposed by the Highways Authority relating to cleaning and washing down of vehicles prior to their leaving the site. The Contractor is to allow for the reinstatement of all existing areas affected by the work upon completion of each section of the works. Prior to the commencement of the works, the Contractor shall carry out an inspection of the site, site boundaries, access routes, adjacent buildings, soft landscaped areas, roads and pavements, manhole covers; to carry out condition survey of all existing flats and common areas, existing services, all highways, boundary fences, etc, and shall prepare a condition survey in a form to be agreed with the Client. The Contractor shall provide two certified copies of the agreed condition survey to the Client for record purposes on a memory stick.		

130 SITE CONDITION

- The Contractor is deemed to have visited the site and determined all factors affecting their tender. No claim for additional costs or delays shall be authorised where such a claim arises from or is based in whole or in part by any lack of knowledge of the site and conditions under which the works are to be executed.

- The Contractor is responsible for ascertaining all local conditions and restrictions likely to affect the execution of the works. Such ascertainment will be deemed to include not necessary limited to consultations with all relevant departments of the Local Authority and any other relevant body. No claims for additional costs or delays shall be authorised where such a claim arises from a local condition or restriction.

- The Contractor is to take into account that there are certain adverse weathers that may affect the external facade installation works (windows, external cladding). Adverse weather conditions are conditions (in relation to temperature, rain and snow) which are shown to occur on average less than once in every twelve years.

  In relation to wind speed adverse weather shall mean when the wind speeds in excess of average MPH, as recorded at the nearest weather station, occur for over 20 hours (in one period or a series of periods).

  In order to determine if events can be classified as adverse comparison should be made between the monthly weather measurements recorded on Site and the weather data collected at the nearest meteorological centre managed by the Meteorological Office, the nearest Weather Station is St James Park Weather Station.

Time-charge £ p	Fixed-charge £ p

		Time-charge £ p	Fixed-charge £ p
140	EXISTING UTILITIES AND SERVICES • Drawings: (Information shown is indicative only): refer to tender drawings and other information supplied with the tender documents. • Other information: The Contractor shall note that services that exist on or over the site include the following: - - Gas - Water - Electricity - Drainage - Telephone - Fire alarm - IT and Communications - Integrated TV receivers Prior to commencement of the works the Contractor shall ascertain the location of the existing services that exist on or over the site. The Contractor will be deemed to have examined the position of underground and overhead services as may impede his building operations, Where any such services are to be remain during all or part of the works, the Contractor shall include for all costs which may be incurred. The Contractor shall allow for costs that may be incurred as a result of temporarily taking down or rerouting services and protecting services to permit the passage of people, plant or vehicles. All necessary arrangements with relevant Authorities in this respect shall be the sole responsibility of the Contractor. The Contractor will be deemed to have allowed for protecting, maintaining and upholding the existing services and reinstating any damaged caused to existing gas and water pipes, electricity cables and telephone cables, drains and the like exposed during the execution of the works. The Contractor shall maintain close liaison with the Local and Statutory Authorities and take every practical precaution not to damage or interfere with any of the afore mentioned services . If damage arises out of or in consequence of the works the Contractor shall without delay repair and make good such damage to the satisfaction of the Employer's Agent and Client and should the Statutory Authority concerned decide to effected the repair itself the Contractor shall afford proper facilities for the work to be carried out and pay and be liable for all costs and charges in connection therewith and for any claims arising therefrom.		
180A	HEALTH AND SAFETY FILE • Availability for inspection: All Health and Safety information for the site/ building is within the Tender Document.		

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205 SITE ACCESS AND ENABLING WORKS

	Time-charge £ p	Fixed-charge £ p

- All site access will be via Grenfell Road. Grenfell Road is not adopted and is the only access to the undercroft of Lancaster West. It is essential that vehicular access is retained for the duration of the Contractor's occupation of the site. Refuse collection, parking access, fire fighting access, access to the Baseline offices under Testerton Walk will need to overlap with construction vehicles. The Contractor will be responsible for managing this.

- There are currently no plans to close the parking bays on Grenfell Road.

- There is a need to keep or manage an open route to the substation and bin store on the east side of Grenfell Tower at all times. The Contractor will need to negotiate temporary fire fighting arrangement s with the London Fire Department.

- The Contractor will share a site boundary with Bouygues, the contractor for the Kensington Academy and Leisure Centre (KALC) project. This project is due to be complete in December 2014. Bouygues do not currently use Grenfell Road for vehicular access. The proposed site boundary is as per drawing 1279 SEA (00) 100. The Contractor is to note that some of this area is currently occupied by the KALC project.

- The KALC project is being managed by the Royal Borough of Kensington and Chelsea (RBKC) and the Client has agreed in principle with RBKC that the site boundaries will be revised prior to the commencement of this project to allow adequate space to access the works. The Client will work with the preferred contractor prior to contract award to finalise these boundary details and to agree the site traffic plan with RBKC. A sum of £5,000.00 has been allocated for these pre-construction works. This will be added to the contract sum and in the event that the contract is not finalised within 3 months of notification of preferred bidder status the Client shall make a payment of £5,000.00 to the Contractor in full and final settlement of all costs incurred in these pre-construction works.

- The existing Tower is accessed by all residents at ground floor via a single door with fob access control. Access to the boxing club and nursery is from dedicated entrances on the north and west respectively. The TMO's resident liaison team occupy an office at Walkway level (first floor) which has a dedicated stair just off the entrance lobby. The concierge within this entrance acts as a reception for the office.

- The proposed phasing is described on Architect's drawing 1279 SEA (00) 100 Phasing Plan. This is not prescriptive and has been prepared to demonstrate how the works might be executed while the building is occupied.

- The thought was to hand over as much of the lower four floors

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(the podium) as possible once the instruction is given to commence construction. The boxing, nursery, offices will be vacant. The offices at Walkway +1 are already vacant. It is proposed to relocate all resident access to the walkway level, and create an enclosed route from the link bridge to the north side of the tower core so as to give clear access for the demolition and remodelling around the entrance. The sequence of enabling work is critical: a fire escape route linking the main tower stair to the outside needs to be retained at all times with emergency lighting and safe passage.

- The first enabling works therefore is to remove the walls at Walkway to create this new route (1hr rated), prepare a safe temporary floor and new access door. It is proposed that the new access control system is installed from the beginning, to be transferred to the final entrance position at ground floor. A temporary external stair is proposed between ground and walkway on the eastern most point of the Walkway (refer to drawing) to give residents access and keep pedestrians away from the entrance to the construction site.

- The Contractor must allow for providing a temporary Concierge during construction phase. The personel for the Concierge is to be provided by the Client.

- Allowance is to be included for all temporary works: stair, enclosures, lighting etc.

- The location of the site office is to be agreed with the Employer's Agent and Client.

- The Contractor is to provide and clean temporary facilities for existing residents (to accomodate up to 10 people) between 8.30am and 5.00pm (Monday to Friday) whilst the construction works are underway. The temporary facilities should include a kitchen, coffee table, WIFI, television, WC and bathroom. The Client has identified potential area for temporary facilities, see Proposed Phasing Plan 1279 SEA (00)100. The Contractor is to price based on the assumption that the Client will provide Void Flat 145 as temporary facilities.

- The Contractor is to maintain safe access to all residential flats and common areas of the Tower at all time and manage access for deliveries.

- Limitations: [The Contractor shall ascertain any limitations to access to the site, including load restrictions, restrictions as to use, security, type of vehicles, etc imposed by the Local Authority/Highways Agency. The fire access route are to be maintained at all times throughout the duration of the Works. Contractor is to note that there is a site hoarding enclosing the neighbouring construction site, which may impose some access restrictions.
  Refer to Pre-Construction Information in Appendix C].

Time-charge £ p	Fixed-charge £ p

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		Time-charge £ p	Fixed-charge £ p
210	PARKING • Restrictions on parking of the Contractor's and employees' vehicles: The Contractor is to obtain all necessary permissions to park construction vehicles in the vicinity of the site as required. The Contractor is provide all necessary hoardings, protection, rails, signs etc required for the safety of vehicles and pedestrians. No liability will be accepted by the Employer for failure on the Contractor's part to meet any requirements set out by the relevant Authorities. " The Contractor shall ascertain and comply with all police and Local Authorities traffic regulations and directions, particularly those relating to parking, unloading of vehicles, skips, etc., and ensure that all Contractors, Sub-contractors, Suppliers, and other Specialists are notified of, and comply with, such regulations throughout the period of the Works.		
220	USE OF THE SITE • General: Do not use the site for any purpose other than carrying out the Works. • Limitations: No noisy work before 9.00am and during permitted Saturday working (Saturday working subject to prior approval by the Client). These times may be subject to change from time to time, and the Contractor shall liaise with the Client to establish time limitations during construction programme and comply with Planning Conditions. The Contractor is to note that maximum period of interruption to Hot water, Drainage and Power supply to residents/each individual is 8 hours in any one day. Cold water services should only be interrupted during the day and is subject to 24 hours notice (unless an emergency). For any planned interruption of Cold water in excess of 4 hours the Contractor should have a supply of bottled water on site. All existing services must be ready for use by end of each working day. .		

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		Time-charge £ p	Fixed-charge £ p
240	HEALTH AND SAFETY HAZARDS • General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However the following hazards are or may be present: • Asbestos - refer to Asbestos Survey information included with the tender documents. The Contractor is to allow the costs in their tender for procuring and undertaking asbestos removal based on the Asbestos Survey in Appendix A and based on the assumption that the Survey result is consistent throughout the flats in the Tower. • A Provisional Sum is provided for Asbestos Removal works in Part 4 of the Tender Document for further works that may arise as a result of further surveys . • Gas and Electricity • Other hazards - refer to Pre-construction Information Pack in Appendix C. • Information: The accuracy and sufficiency of this information is not guaranteed by the Client or the Client's representative. Ascertain if any additional information is required to ensure the safety of all persons and the Works. • Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.		
250	SITE VISIT • Assessment: Ascertain the nature of the site, access thereto and all local conditions and restrictions likely to affect the execution of the Works. • Arrangements for visit: please reply to the email sent by Peter Blythe on 18/11/13 to confirm your attendance at the site visit which will begin at 11h30 at Grenfell Tower on the 5th December 2013 (email: [redacted] telephone: 0207 269 0450). The Bidder's Conference will be held in the afternoon upon completion of the Site Visit. Please note that any unauthorised visits from any Contractors or their proposed supply chain will not be permitted and access will be denied without prior arrangement. The Contractor shall be deemed to have visited the site and character of the operations, local conditions, nature of the ground, access to the site, storage and working conditions and all other matters affecting the execution of the works generally. No claims whatsoever will be entertained on the ground of failure to obtain information in these respects.		

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A13

DESCRIPTION OF THE WORK

A13 DESCRIPTION OF THE WORK

	Time-charge £ p	Fixed-charge £ p
110 PREPARATORY WORK BY OTHERS • Works: Carried out under a separate contract and completed before the start of work on site for this Contract. Description: The existing nursery, boxing club and office will be moved to a temporary location by Client.		

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		Time-charge £ p	Fixed-charge £ p
120	THE WORKS Description: The purpose of the refurbishment works to Grenfell Tower consist of the following: - - To improve access (by the removal of the stepped ramp and a levelling of access around the Tower, new residents entrance and new fire escape stair, etc) - To enhance security (new CCTV, upgrade Door Entry System, etc) - To boost the external envelope performance and appearance (new facades insulated cladding and windows, etc) - To increase services performance and control (new heating system and central water services, smoke extract system and general lighting, etc - To increase building occupancy and efficiency of use on Podium levels - the Boxing Club will occupy majority of the Walkway Level, the Estate Office extends over three floors, new residential units on Mezzanine and Walkway +1 level -The Works consist of the Design, Construction, Completion and Defects Rectification of the proposed re-cladding and new windows installation of Grenfell Tower and -remodelling of its lower floors to provide improved accommodation for a nursery, boxing club, offices and 7 new residential flats and Mechanical and Electrical Installation to the entire Tower with soft and hard landscaping works surrounding the Tower. - The primary entrance and fire escape for Residents of Grenfell Tower is to be relocated to Walkway level. - Contractor is to provide new door, access controls, new fire-rated passage, lighting, hoarding and protection, temporary floor and temporary stair access from ground to Walkway for residents and new office for Concierge on at Walkway level. - Once new escape link established at Walkway, the contractor can take full possession of ground floor and Mezzanine and commence demolition of the existing escape stair. - Unobstructed access to bin store and transformer room to be maintained throughout duration of the Contract. - Service Entrance to baseline Offices will be retained for the duration of the Contract. - Once entrance completed, the residents will be revert to ground floor access to the Tower. - Access retained throughout is to be managed by the Contractor and access to Community Centre and office to be retained. - The Contractor will be allowed to use one lift on restricted basis, i.e. from 9.30a.m to 3.00p.m for tranportation of goods/materials. The Contractor is to ensure that the lift is to be properly protected/boarded out. Any damage to the		

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existing lift will be made good by the Contractor at his own costs. The Contractor is to liaise and coordinate with Client's existing Lift Contractor especially on the security issue to the lift, the working weight limit of the lift.

- See Proposed Phasing Plan 1279 (00) 100 for further details.

- There is no plan to relocate existing tenants. Residents will return to occupy the flat at the end of each working day. Temporary respite facilities will be provided for the residents during the day when works are carried out in their flat.

- The sequencing of the works to flats bottom-to-top or top-to-bottom is preferred to limit noise accross the Tower, but the Contractor will be responsible for liaising with the tenants for gaining access. The Contractor will be able to work on up to three occupied floors at one time. Should access be denied by a resident the Contractor is to follow TMO process for arranging access and if still denied the Contractor is to move on to other flats and refer to the Client. If the Contractor has completed all accessible flats on the occupied floors then the Contractor may move onto the next three floors and return to complete the flat that refused access at a later date. It is envisaged that the cladding and windows need to be installed before the radiators can be replaced. To minimise disruption, it is felt that the removal of the windows from the inside and making good should happen simultaneously with the new pipes and radiators. However, the Contractor should review and decide upon the methodology to be adopted.

- The Contractor is to take into account that the existing hoarding enclosing the neighbouring construction site may impose some access restrictions.

-The Mechanical and Electrical installations will require interface with the existing services and services feeding the current residential units may have to be interrupted. The contractor will need to phase the M&E works to ensure no or minimum interruption to tenant's supplies and as part of this, there may be some temporary works required (where necessary including temporary heaters). Any temporary works should be ascertained by the contractor and the cost of any works included in the price.

- The Contractor will be expected to identify sources of suitable ECO funding and assist the TMO in making necessary application to secure such funding.

- The Tenderer is to refer to the whole Tender Document for full scope of works.

Time-charge £ p	Fixed-charge £ p

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		Time-charge £ p	Fixed-charge £ p
130	WORK BY OTHERS CONCURRENT WITH THE CONTRACT • Description: The Enhancements and improvements to Grenfell Tower is an extension of the Kensington Academy and Leisure Centre Project (KALC) and integral to the upgrade public realm. These works are currently being carried out by other Contractors - Bouygues. The Contractor is to allow coordination works with this Contractor especially on the site hoarding/boundary issues. - The Contractor is also to allow coordination works with other contractors for day to day repairs/maintenance works to Grenfell Tower. The servicing of existing Boilers, Lifts, etc and on-going cleaning of communal areas may be carried out throughout the duration of the Contract. .		
140	COMPLETION WORK BY OTHERS • Description: -.		

A20

JCT DESIGN AND BUILD CONTRACT (DB)

A20 JCT DESIGN AND BUILD CONTRACT (DB)

	Time-charge £ p	Fixed-charge £ p

JCT DESIGN AND BUILD CONTRACT

- The contract: JCT Design and Build Contract (DB), 2011 Edition including Amendments. Refer to TMO's JCT Design and Build Contract (2011 edition as amended as set out in Appendix E. Should there be any discrepancies between the Preliminaries and JCT Design and Build Contract (2011 edition) as amended in Appendix E, the latter will take precedence.

THE RECITALS

First - THE WORKS

- Comprise: The Design, Construction, Completion and Defects Rectification of the proposed re-cladding and new windows of Grenfell Tower including Mechanical and Electrical installations and remodelling of its lower floors to provide improved accommodation for a nursery, boxing club, offices, new entrance and 7 new residential flats and some soft and hard landscaping works.

Fifth - DIVISION OF THE WORKS INTO SECTIONS

- The Fifth Recital will be deleted.

THE ARTICLES

3 - EMPLOYER'S AGENT

- Employer's Agent: See clause A10/140.

5 - CDM COORDINATOR

- CDM Coordinator: See clause A10/150.

6 - PRINCIPAL CONTRACTOR (CDM AND SWMP)

- Principal Contractor: See clause A10/130 and A10/132.

9 - LEGAL PROCEEDINGS

- Amendments: See JCT Design and Building Contract (2011 edition) as amended in Appendix E .

CONTRACT PARTICULARS

PART 1: GENERAL

Fourth recital and clause 4.5 - CONSTRUCTION INDUSTRY SCHEME (CIS)

- Employer at the Base Date is a 'contractor' for the purposes of the CIS.

	Time-charge £ p	Fixed-charge £ p
Fifth Recital - DESCRIPTION OF SECTIONS • Description of Sections: - To be proposed by the Contractor and will be subject to approval by the Client.		
Sixth Recital - FRAMEWORK AGREEMENT • Framework agreement: Does not apply. • Details: - Date: Not applicable. - Title: Not applicable. - Parties: Not applicable.		
Seventh Recital and Part 1 of Schedule 2 - SUPPLEMENTAL PROVISIONS - PART 1 • Site manager: Paragraph 1 applies. • Named subcontractors: Paragraph 2 does not apply. • Bills of quantities: Paragraph 3 does not apply. • Valuation of changes - Contractor's estimate: Paragraph 4 appl ies. • Loss and expense - Contractor's estimates: Paragraph 5 applie s.		
Seventh Recital and Part 2 of Schedule 2 - SUPPLEMENTAL PROVISIONS - PART 2 • Acceleration quotation: Paragraph 6 applies. • Collaborative working: Paragraph 7 applies. • Health and safety: Paragraph 8 applies. • Cost savings and value improvements: Paragraph 9 applies. • Sustainable developments and environmental considerations: Paragraph 10 applies. • Performance indicators and monitoring: Paragraph 11 applies. • Notification and negotiation of disputes: Paragraph 12 applies. • Where paragraph 12 applies, the respective nominees of the parties are: - Employer's nominee: Peter Maddison - Contractor's nominee: _____ Or such replacement as each party may notify to the other from time to time.		

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	Time-charge £ p	Fixed-charge £ p
Article 4 - EMPLOYER'S REQUIREMENTS, CONTRACTOR'S PROPOSALS, CONTRACT SUM ANALYSIS • Employer's Requirements: Shall comprise the Tender Documents. • Contractor's Proposals: To be completed by the Contractor. • Contract Sum Analysis: To be completed by the Contractor; The Contractor is to complete their contract sum analysis in the format provided in Part 5 of the Tender Document. The Contractors have to price all area of works (B1 to B11) on an elemental basis as described in the Pricing Schedule so that the cost breakdown and total cost for each area works (B1 to B11) can be easily identified. The Pricing Schedule has not been prepared in accordance with SMM7R. These are composite items and only a general indication of the works involved. Tenderers to undertake and be responsible for their own measure. Please note that Tenderers should additionally price for all works shown and apparent from the tender drawings, schedules, room data sheets, reports and specifications enclosed. Should there be any discrepancies between the Pricing Schedule and tender drawings, schedules, room data sheets, reports and specifications , then the tender drawings, schedules, room data sheets, reports and specifications shall take precedence. In addition to the Contract Sum Analysis that must be submitted with the Tender, the Contractor is to supply a detailed quantified cost breakdown post tender when requested. . • Specific Requirements: The Contractor is to provide price for Alternative Design Solutions in Part 5 as indicated in the Employer's Requirements. These costs shall not form part of the Tender Sum but the Employer reserve the right to proceed with some or all of these options if required and adjustment shall be made to the Tender Sum. The Contractor is to also provide their Hourly Daywork rate for various operatives and percentage add for incidental and all cost rising, overhaeds and profit, etc in Appendix F Daywork Schedule of the Tender Document. These costs do not form part of the Tender Sum..		
Article 8 - ARBITRATION • Article 8 and clauses 9.3 to 9.8 (arbitration) do not apply.		
Clause 1.1 - BASE DATE • Base Date: 10 days before the date for return of tender.		
Clause 1.1 - CDM PLANNING PERIOD • Shall mean the period of 6 weeks ending on the date of possession.		

	Time-charge £ p	Fixed-charge £ p
Clause 1.1 - DATE FOR COMPLETION OF THE WORKS • Date for completion of the Works (where completion by sections does not apply): 4th September 2015 The Contractor is to note that there's a potential that the Works may be divided into section; subject to agreement between the Contractor and Client. For the purpose of this Tender, there's only one Start date and one Completion date.		
Clause 1.7 - ADDRESSES FOR SERVICE OF NOTICES • Employer: - Address: See clause A10/120. - Fax number: See clause A10/120. • Contractor: - Address: _____. - Fax Number: _____		
Clause 2.3 - DATE OF POSSESSION OF THE SITE • Date of Possession of the site: 2nd June 2014.		
Clause 2.4 - DEFERMENT OF POSSESSION OF THE SITE • Clause 2.4 applies. Where clause 2.4 applies, maximum period of deferment is 6 weeks.		
Clause 2.17.3 - LIMIT OF CONTRACTOR'S LIABILITY FOR LOSS OF USE, ETC. • Limit of Contractor's liability for loss of use: Unlimited.		
Clause 2.29.2 - LIQUIDATED DAMAGES • Damages: At the rate of £7,280.00 per calendar week or pro-rata thereto.		
Clause 2.35 - RECTIFICATION PERIOD • Period: 12 months from the date of practical completion of the Works.		
CLAUSE 4.3.3.9 - ENERGY CONSERVATION GRANT FEE • Energy conservation grant fee, an amount equivalent to 5% of the Energy Conservation grant funding for a value up to £250k and an additional 3% for the grant amount secured above £250k will be paid subject to the Client receiving the funding on reasonable terms that are acceptable to the Client. See JCT Design and Build Contract 2011 Edition as amended as set out in Appendix E]		
Clause 4.6 - ADVANCE PAYMENT AND ADVANCE PAYMENT BOND • Advance payment: Clause 4.6 does not apply.		

	Time-charge £ p	Fixed-charge £ p
Clause 4.7 - METHOD OF PAYMENT - ALTERNATIVE B • Payment: Periodically, in accordance with Alternative B (clause 4.14). • Dates of Interim Applications: The first date is to be agreed and thereafter the same date in each month or the nearest Business Day in that month. Clause 4.15.4 - LISTED ITEMS - UNIQUELY IDENTIFIED • Listed items: Clause 4.15.4 will be deleted. Clause 4.15.5 - LISTED ITEMS - NOT UNIQUELY IDENTIFIED • Listed items: Clause 4.15.5 will be deleted. Clause 4.17 - CONTRACTOR'S RETENTION BOND • Clause 4.17 does not apply. Clause 4.18.1 - RETENTION PERCENTAGE • Retention: 5 per cent. CLAUSE 4.18.A - BREEAM RETENTION • Retention: The Client may retain the sum of £25,000.00 from the final payment that shall be repaid to the Contractor once the Works have achieved a BREEAM rate of "Good". See JCT Design and Build Contract 2011 Edition as amended as set out in Appendix E Clause 6.4.1.2 - CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY • Insurance cover (for any one occurrence or series of occurrences arising out of one event): £15M. Clause 6.5.1 - INSURANCE - LIABILITY OF EMPLOYER • Minimum amount of indemnity for any one occurrence or series of occurrences arising out of one event: £10M. Clause 6.7 and Schedule 3 - INSURANCE OF THE WORKS - INSURANCE OPTIONS • Schedule 3: Insurance option C applies. • Percentage to cover professional fees: 15 per cent. • If option A applies, annual renewal date (as supplied by the Contractor): NOT TO APPLY . Clause 6.10 and Schedule 3 - TERRORISM COVER • Details of the required cover: - Pool Re Cover.		

	Time-charge £ p	Fixed-charge £ p
Clause 6.12 - PROFESSIONAL INDEMNITY INSURANCE • Level of cover: Amount of indemnity required: - Relates to claims or series of claims arising out of one event; - and is £ 10M. • Cover for pollution and contamination claims: Is not required. • Expiry of required period of Professional Indemnity Insurance: 1 2 years		
Clause 6.14 - JOINT FIRE CODE • The Joint Fire Code: Applies. • Application: State whether the insurer under Schedule 3, Insurance Option A, B or C (paragraph C.2) has specified that the works are a 'Large Project': Yes.		
Clause 6.17 - JOINT FIRE CODE - AMENDMENTS/ REVISIONS • Joint Fire Code - Amendments/ revisions: The cost, if any, of compliance with amendments or revisions to the Joint Fire Code shall be borne by the Contractor.		
Clause 7.2 - ASSIGNMENT/ GRANT BY EMPLOYER OF RIGHTS UNDER CLAUSE 7.2 • Clause 7.2 applies.		
Clause 8.9.2 - PERIOD OF SUSPENSION (TERMINATION BY CONTRACTOR) • Period of suspension: Two months.		
Clauses 8.11.1.1 to 8.11.1.6 - PERIOD OF SUSPENSION (TERMINATION BY EITHER PARTY) • Period of suspension: Two months.		
Clause 9.2.1 - ADJUDICATION • The Adjudicator is: To be appointed by nominating body . Nominating body: Where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established): The Royal Institution of Chartered Surveyors.		
PART 2: THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES		

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	Time-charge £ p	Fixed-charge £ p

Part 2(A) Clauses 7A, 7C and 7E - P&T RIGHTS PARTICULARS

- Part 2 (A): Identity of Purchasers/ Tenants on whom P&T Rights may be conferred, and whether (in the case of the Contractor) those rights are to be conferred as third party rights (clause 7A) or by Collateral Warranty (clause 7C):
  - Name, class or description of person: See TMO's JCT Design and Build Contract (2011 edition) as amended in Appendix E.
  - The part of the Works to be purchased or let: See TMO's JCT Design and Build Contract (2011 edition) as amended in Appendix E.
  - State in each case which of clause 7A or 7C applies: See TMO's JCT Design and Build Contract (2011 edition) as amended in Appendix E

Part 2(B) - P&T RIGHTS FROM THE CONTRACTOR

- Paragraph 1.1.2 of Schedule 5, Part 1 or clause 1.1.2 of CWa/P&T does not apply.
- The maximum liability:
  - Amount: Not applicable.
  - Type of maximum liability: Not applicable.

535 PART 2 (E) - COLLATERAL WARRANTIES FROM SUBCONTRACTORS

Delete clause 7C and refer to TMO's JCT Design and Build contract (2011 edition) as amended in Appendix E.

THE CONDITIONS

PERFORMANCE BOND

- Performance Bond: an amount equivalent to 10% of Contract Sum, see JCT Design and Build Contract 2011 Edition as amended as set out in Appendix E. The Contractor is to also provide an alternative cost for a Performance Bond with an amount equivalent to 5% of Contract Sum for Client consideration. This cost should be clearly identified but shall not form part of the Tender Sum.

A30

TENDERING/ SUBLETTING/ SUPPLY

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A30 TENDERING/ SUBLETTING/ SUPPLY

Time-charge £ p	Fixed-charge £ p

MAIN CONTRACT TENDERING

110 SCOPE
- General: These conditions are supplementary to those stated in the Invitation to Tender and on the form of tender.

145 TENDERING PROCEDURE
- General: In accordance with the principles of: JCT Practice Note 6, Series 2 (Main Contract Tendering).
- Arithmetical errors: Overall price is dominant.

160 EXCLUSIONS
- Inability to tender: Immediately inform if any parts of the work as defined in the tender documents cannot be tendered.
- Relevant parts of the work: Define those parts, stating reasons for the inability to tender.

170A ACCEPTANCE OF TENDER
- Acceptance: No guarantee is offered that any tender will be recommended for acceptance or be accepted. Reasons for non-acceptance will be provided in accordance with the requirements of the EU Procurement Regulations.
- Costs: No liability is accepted for any cost incurred in the preparation of any tender.

190 PERIOD OF VALIDITY
- Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 1 6 weeks.
- Date for possession: See section A20.

PRICING/ SUBMISSION OF DOCUMENTS

PRELIMINARIES IN THE SPECIFICATION
- The Preliminaries/ General conditions sections (A10-A44 inclusive) must not be relied on as having been prepared in accordance with SMM7.

220 PRICING OF PRELIMINARIES
- Abbreviations: The following have been used:
  - F = Fixed charge item.
  - TR = Time related charge item.

310 TENDER
- General: Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

		Time-charge £ p	Fixed-charge £ p
450	CONTRACT SUM ANALYSIS • Content of the Analysis: A breakdown of the Contract Sum into at least the following categories: - Generally consists of Detailed cost breakdown for Preliminaries, Elemental Cost Breakdown for each Sections of the Works (B1 to B11), Employer's Provisional Sum, Contractor's Design Fees and Other Charges. Refer to format as presented in Pricing Document in Part 4 and 5 of Tender Document. • Form: as above. • Fully priced copy: Submit with tender. • A more detailed price breakdown of quantities and rates is to be submitted within 1 week of request. • Relevant surveys have been carried out of the existing buildings and services, however there remains a risk relating to discoverable. • There will be some options to be priced by the Contractor separately such as Metering Options, BMS options, cladding, etc the Contractor is to price all these options as per format in Part 5 of Tender Document and these optional costs do not form part of the tender sum; but the Client reserve the right to proceed with some or all of these options if required and adjustment shall be made to the tender sum. • The Contractor is to add their percentage on the Employer's Provisional Sum in Part 4 of the tender document. • The Contractor is to provide their hourly rate for various operatives and rate per visit per operatives as listed in Appendix F Daywork Schedule of the tender document.		
480	PROGRAMME • Programme of work: Prepare a summary showing the sequence and timing of the principal parts of the Works and periods for planning and design. Itemize any work which is excluded. • Submit: Refer to Part 6 Quality Criteira and Tender Scoring of Tender Document for programme requirements.		
500A	TENDER STAGE METHOD STATEMENTS • Method statements: Refer to Part 6 Quality Criteira and Tender Scoring of Tender Document for method statements requirements.		
540B	QUALITY CONTROL RESOURCES • Refer to Part 6 Quality Criteira and Tender Scoring of Tender Document for quality control resources requirements.		
570A	OUTLINE CONSTRUCTION PHASE HEALTH AND SAFETY PLAN • Content: Submit the following information following confirmation that the Contractor is the preferred bidder. The information is to be provided within 2 weeks of such notification. - All information in accordance with Section 5 of the PCI.		

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590A SITE WASTE MANAGEMENT PLAN

- Person responsible for developing the Plan: The Contractor.
- Content: Include details of:
  - Principal Contractor for the purposes of the regulations.
  - 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 minimization/ reuse/ recycling.
  - The use of appropriate and licensed waste management contractors.
  - Record keeping procedures.
  - Waste auditing protocols.
- Additional requirements: A plan for monitoring and reporting on resource use and the quantity of waste.
- To be submitted within one week of request.

SUBLETTING/ SUPPLY

630 DOMESTIC SUBCONTRACTS

- General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.
- List: Provide details of all subcontractors and the work for which they will be responsible.
- Submit: following confirmation of preferred bidder status. Submit within 3 weeks of such notification.

Time-charge £ p	Fixed-charge £ p

A31

PROVISION, CONTENT AND USE OF DOCUMENTS

A31 PROVISION, CONTENT AND USE OF DOCUMENTS

	Time-charge £ p	Fixed-charge £ p

DEFINITIONS AND INTERPRETATIONS

110 DEFINITIONS
- Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

120 COMMUNICATION
- Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.
- Format: In writing to the person named in clause A10/140 unless specified otherwise.
- Response: Do not proceed until response has been received.

130 PRODUCTS
- Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.
- Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

135 SITE EQUIPMENT
- Definition: 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.
- Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

140 DRAWINGS
- Definitions: To BSRIA BG 6/2009 A design framework for building services. Design activities and drawing definitions.
- CAD data: In accordance with BS 1192.

150 CONTRACTOR'S DESIGN
- Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

155 SUBMIT PROPOSALS
- Meaning: Submit information in response to specified requirements.

		Time-charge £ p	Fixed-charge £ p
158A	CLIENT TECHNICAL ADVISER • Meaning: Client Technical Adviser is to advise Client on Contractor's proposals and architectural/services issues.		
160	TERMS USED IN SPECIFICATION • Remove: 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. • Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose. • Supply and fix: As above, but including supply of products to be fixed. All products to be supplied and fixed unless stated otherwise. • Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed. • Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement. • Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed. • Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement. • Refix: Fix removed products. • Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions. • Match existing: 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. • System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.		
170	MANUFACTURER AND PRODUCT REFERENCE • Definition: When used in this combination: - Manufacturer: The firm under whose name the particular product is marketed. - Product reference: 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.		

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		Time-charge £ p	Fixed-charge £ p
200	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 of accessories; - proposed revisions to drawings and specification; - compatibility with adjacent work; - appearance; - copy of warranty/ guarantee. • Alterations to adjacent work: If needed, advise scope, nature and cost. • Manufacturers' guarantees: If substitution is accepted, submit before ordering products.		
210	CROSS REFERENCES • Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to. • Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply. • Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply. • Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions. **REFERENCED DOCUMENTS** • Conflicts: Specification prevails over referenced documents. • Notify the Employer Agent immediately if there are any conflicts.		
230	EQUIVALENT PRODUCTS • Inadvertent omission: Wherever products are specified by proprietary name the phrase 'or equivalent' is to be deemed included.		

		Time-charge £ p	Fixed-charge £ p
240	SUBSTITUTION OF STANDARDS • Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK. • Before ordering: Submit notification of all such substitutions. • Documentary evidence: Submit for verification when requested as detailed in clause A31/200. Any submitted foreign language documents must be accompanied by certified translations into English.		
250	CURRENCY OF DOCUMENTS • Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.		
260	SIZES • General dimensions: Products are specified by their co-ordinating sizes. • Timber: Cross section dimensions shown on drawings are: - Target sizes as defined in BS EN 336 for structural softwood and hardwood sections. - Finished sizes for non-structural softwood or hardwood sawn and further processed sections.		
	DOCUMENTS PROVIDED ON BEHALF OF EMPLOYER		
410	ADDITIONAL COPIES OF THE DRAWINGS/ DOCUMENTS • Additional copies: Issued on request and charged to the Contractor.		
440	DIMENSIONS • Scaled dimensions: Do not rely on.		
460	THE SPECIFICATION • Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.		
	DOCUMENTS PROVIDED BY CONTRACTOR/ SUBCONTRACTORS/ SUPPLIERS		
510	CHANGES/ AMENDMENTS TO EMPLOYER'S REQUIREMENTS • Contractor's changes to Employer's Requirements: Support request for substitution or variation with all relevant information. • Employer's amendments to Employer's Requirements: If considered to involve a variation, which has not already been acknowledged as a variation, notify without delay (maximum period 7 days), and do not proceed until instructed. Claims for extra cost, if made after the variation has been carried out, may not be allowed. • Submit: two copies.		

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		Time-charge £ p	Fixed-charge £ p
600	CONTRACTOR'S DESIGN INFORMATION • Master programme: Make reasonable allowance for completing design/ production information, submission (including to the CDM Coordinator), comment, inspection, amendment, resubmission and reinspection. • Information required: All final design proposals for all elements of work, including submission of mechanical and electrical services design proposals and coordination drawings. - Format: Electonic, on a memory stick. - Number of copies: 2 copies, 1 per memory stick . • Submit: Within one week of request.		
630	AS BUILT DRAWINGS AND INFORMATION • General: Provide as built drawings and other relevant information to meet the Employer's needs for the proper maintenance and operation of the works. Format to be in Electronic PDF. • Submit: At least two weeks before date for completion.		
640	MAINTENANCE INSTRUCTIONS AND GUARANTEES • Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works. • Information location: In Building Manual. • Emergency call out services: Provide telephone numbers for use after completion. Extent of cover: twenty four hours seven days a week.		

650 PRESENTATION OF DRAWINGS

Time-charge £ p	Fixed-charge £ p

- a) Client Technical Advisor will review the fabrication and shop drawings. The Contractor is required to submit a programme within 3 weeks of Contract Award for the delivery of Contractor Design Information for review, and sign-off of finishes and fittings. The Client Technical Advisor will require a minimum of 2 weeks for review all drawings and information submitted by the Contractor.

1) Unless otherwise agreed the Contractor shall submit to the Client Technical Advisor four paper copies plus one electronic pdf copy of the required drawings within a suitable period to suit his / her programme requirements in all cases within three months from the commencement of the Contract. This period will only be relaxed where it can be proved that delay in the preparation of drawings will not cause a delay in the completion of work on site. The Contractor shall ensure that all drawings are prepared in adequate time to allow ordering of material and completion of off site fabrication works. No claim for extension of time will be entertained for failure of the Contractor to produce these drawings in adequate time.

2) Drawings submitted by the Contractor (or his / her Subcontractors) shall be fully checked and co-ordinated by the Contractor prior to submission. He shall allow adequate staff for this requirement and time for same shall be allowed in the programme.

3) During the period when the drawings are being prepared by the Contractor he will be required to attend meetings at the offices of the Client Technical Advisor or other consultants for detailed discussions on the co-ordination of all information.

4) It should be noted that certain of the Contractor's drawings have a consequential effect on the other drawings, for example, services drawings have an effect on builder's work drawings, steelwork drawings have an effect on glazing details, etc. The Contractor must ensure that all these drawings are completed within the three month period.

5) All clearance of Contractor's drawings shall be given by the Client Technical Advisor.
Clearance of drawings or materials for manufacture (and Works derived therefrom) mean the permission of the Client Technical Advisor to proceed.

6) Upon the issue of a drawing for clearance purposes it may be necessary to indicate to the Client Technical Advisor from the design intent drawings. These should comprise only those required as a practical necessity, not those introduced merely as a preference by the drawing originator.

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7) The Client Technical Advisor will consider the above proposals in conjunction with
the drawings clearance. The shop drawing will then be returned coded A, B or C as detailed below. The variations deemed
necessary by the Client Technical Advisor will be enumerated in an Employer's Agent Instruction.

8) Generally a 10 working day period from receipt shall be allowed for the purposes of clearance of drawings by the Client Technical Advisor. A lesser period may be agreed to assist specialist Subcontractor / suppliers in the completion of their drawing programme. Such agreement shall be at the discretion of the Client Technical Advisor .

9) The Contractor shall in each instance allow a maximum of 10 working days for amending and resubmitting
drawings which have been cleared C or B by the Client Technical Advisor and shall have allowed
in his / her programme adequate time for submission and resubmission of drawings.

10) A claim for Extension of time resulting from a failure by the Contractor to present drawings to the Client Technical Advisor in adequate time to achieve B clearance though a sequence of submission and resubmission will not be considered.

11). See JCT Design and Building contract (2011 edition) as amended in Appendix E for further details.

Time-charge £ p	Fixed-charge £ p

A32
MANAGEMENT OF THE WORKS

A32 MANAGEMENT OF THE WORKS

	Time-charge £ p	Fixed-charge £ p

GENERALLY

110 SUPERVISION

- General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
- Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

115 CONSIDERATE CONSTRUCTORS SCHEME

- Registration: Before starting work, register the site and pay the appropriate fee:
- Contact:
  - Address: Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, Hertfordshire, SG12 0YX.
  - Tel. 01920 485959.
  - Fax. 01920 485958.
  - Free phone 0800 7831423
  - Web. www.ccscheme.org.uk
  - E mail. enquiries@ccscheme.org.uk
- Standard: Comply with the Scheme's Code of Considerate Practice.
  - Minimum compliance level: performance beyond compliance.

119A PLANNING

- The Planning Application was validated on 05/09/2012. Planning period has been extended with a Planning Performance Agreement (PPA). The draft planning conditions are attached as Appendix B and the Contractor shall assume for the purpose of preparing this tender that the final conditions will be in all material respects the same as the draft conditions supplied. The Contractor shall be responsible for the discharge of these conditions.

119B BUILDING CONTROL

- The Contractor will be responsible for providing additional Construction Stage information to Building Control.

		Time-charge £ p	Fixed-charge £ p
119C	BREEAM REQUIREMENTS • A BREEAM Domestic Refurbishment rating of Good - 45 or greater shall be achieved for both the design stage and post construction assessments. The Main Contractor shall fulfil the BREEAM Credit Criteria and Credit Validation in accordance with the Final BREEAM 2011 New Construction Assessment Report and Assessment Spreadsheet, to deliver the required BREEAM ratings in the construction stage for the post construction assessment. • Refer to Employer's Requirements Appendix G for further information.		
120	INSURANCE • Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.		
130	INSURANCE CLAIMS • Notice: 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, immediately give notice to the Employer, the person named in clause A10/140 and the Insurers. • Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.		
140	CLIMATIC CONDITIONS • Information: Record accurately and retain: - Daily maximum and minimum air temperatures (including overnight). - Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.		
145A	SITE CONDITIONS • Record and retain: - Start and finish times for each day. - Start and finish times of drilling works each day. - Any interuption to electric or water supply. - Number of hours each property has an interruption on services, heating, water, etc.		
150	OWNERSHIP • Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.		

PROGRAMME/ PROGRESS

	Time-charge £ p	Fixed-charge £ p

210 PROGRAMME

- Master programme: When requested and before starting work on site, submit in an approved form a master programme for the Works, which must include details of:
  - Design, production information and proposals provided by the Contractor/ Subcontractors/ Suppliers, including inspection and checking (see section A31).
  - Planning and mobilization by the Contractor.
  - Earliest and latest start and finish dates for each activity and identification of all critical activities.
  - Running in, adjustment, commissioning and testing of all engineering services and installations
  - Work resulting from instructions issued in regard to the expenditure of provisional sums (see section A54)
  - Work by or on behalf of the Employer and concurrent with the Contract (see section A50). The nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the Contract Documents.
- Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, the Contractor should exclude it and confirm this when submitting the programme.
- Submit: Two electronic copies.

225 SUBMISSION OF PROGRAMME

- Further information: Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract.

230 PROGRAMME UPDATES

- The Contractor shall provide at regular monthly meetings an updated working programme that shall record the actual and current planned Works in the same format and degree as detail as the master programme.

240 COMMENCEMENT OF WORK

- Notice: Before the proposed date for commencement of work on site give minimum notice of two weeks.

255 MONITORING

- Progress: Record on a copy of the programme kept on site. Avoiding delays: If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimize any delay and to recover any lost time.

		Time-charge £ p	Fixed-charge £ p
260	SITE MEETINGS • General: Site meetings will be held to review progress and other matters arising from administration of the Contract. • Frequency: Every month. • Location: Contractor's site accommodation. • Accommodation: Ensure availability at the time of such meetings. • Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required. • Chairperson (who will also take and distribute minutes): Emplo yer Agent.		
270	CONTRACTOR'S PROGRESS REPORT • General: Submit a progress report at least one business day before the site meeting. • Content: Notwithstanding the Contractor's obligations under the Contract the report must include: • A progress statement by reference to the master programme for the Works. • An updated working programme. • Details of any matters materially affecting the regular progress of the Works. • Report on progress of work off-site e.g. manufacture,workshop drawings, fabrication etc. • Subcontractors' and suppliers' progress reports. • Any requirements for further drawings or details or instructions to fulfil any obligations under Conditions of Contract. • Details of any inspections carried out since the previous meeting. • Details of correspondence/communication with residents. • The number of properties contacted to obtain access and the number of appointments made.		
282	PHOTOGRAPHS • Provide photographs on a fortnightly basis in electronic format - numbers and locations to be agreed.		
285	PARTIAL POSSESSION BY EMPLOYER • Clauses 2.30 to 2.33 of Conditions of Contract: Ensure all necessary access, services and other associated facilities are also complete.		
290	NOTICE OF COMPLETION • Requirement: Give notice of the anticipated dates of completion of the whole or parts of the Works. • Associated works: Ensure necessary access, services and facilities are complete. • Period of notice (minimum): Two weeks.		

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CONTROL OF COST

		Time-charge £ p	Fixed-charge £ p
410	CASH FLOW FORECAST • Submission: Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the programme for the Works.		
420	REMOVAL/ REPLACEMENT OF EXISTING WORK • Extent and location: Agree before commencement. • Execution: Carry out in ways that minimize the extent of work.		
440	MEASUREMENT • Covered work: Give notice before covering work required to be measured.		
450	DAYWORK VOUCHERS • Before commencing work: Give reasonable notice to person countersigning daywork vouchers. • Content: Before delivery each voucher must be: - Referenced to the instruction under which the work is authorised. - Signed by the Contractor's person in charge as evidence that the operatives' names, the time spent by each, the plant and materials shown are correct.		
460A	INTERIM PAYMENTS • Application by Contractor: If made under Conditions of Contract clause 4.9 include details of amounts considered due together with all supporting information. See TMO's JCT Design and Build (2011 Edition) as amended in Appendix E.		
480	LABOUR AND EQUIPMENT RETURNS • Records: Provide for verification at the beginning of each week in respect of each of the previous seven days. • Records must show: - The number and description of craftsmen, labourers and other persons directly or indirectly employed on or in connection with the Works or Services, including those employed by subcontractors. - The number, type and capacity of all mechanical, electrical and power-operated equipment employed in connection with the Works or Services		

A33

QUALITY STANDARDS/ CONTROL

A33 QUALITY STANDARDS/ CONTROL

	Time-charge £ p	Fixed-charge £ p

STANDARDS OF PRODUCTS AND EXECUTIONS

110 INCOMPLETE DOCUMENTATION

- General: Where and to the extent that products or work are not fully documented, they are to be:
  - Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
  - Suitable for the purposes stated or reasonably to be inferred from the project documents.

  Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

120 WORKMANSHIP SKILLS

- Operatives: Appropriately skilled and experienced for the type and quality of work.
- Registration: With Construction Skills Certification Scheme.
- Evidence: Operatives must produce evidence of skills/ qualifications when requested.

130 QUALITY OF PRODUCTS

- Generally: New. (Proposals for recycled products may be considered).
- Supply of each product: From the same source or manufacturer.
- Whole quantity of each product required to complete the Works: Consistent kind, size, quality and overall appearance.
- Tolerances: Where critical, measure a sufficient quantity to determine compliance.
- Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

135 QUALITY OF EXECUTION

- Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.
- Colour batching: Do not use different colour batches where they can be seen together.
- 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.

		Time-charge £ p	Fixed-charge £ p
140	COMPLIANCE • Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied. • Compliance with performance specifications: Submit evidence of compliance, including test reports indicating: - Properties tested. - Pass/ fail criteria. - Test methods and procedures. - Test results. - Identity of testing agency. - Test dates and times. - Identities of witnesses. - Analysis of results.		
150	INSPECTIONS • Products and executions: Inspection or any other action must not be taken as approval unless confirmed in writing referring to: - Date of inspection. - Part of the work inspected. - Respects or characteristics which are approved. - Extent and purpose of the approval. - Any associated conditions.		
160	RELATED WORK • Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is: - Appropriately complete. - In accordance with the project documents. - To a suitable standard. - In a suitable condition to receive the new work. • Preparatory work: Ensure all necessary preparatory work has been carried out.		
170A	MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS • General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender. • Changes to recommendations or instructions: Submit details. • Ancillary products and accessories: Use those supplied or recommended by main product manufacturer. • Agreement certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.		
180	WATER FOR THE WORKS • Mains supply: Clean and uncontaminated. • Other: Do not use until: - Evidence of suitability is provided. - Tested to BS EN 1008 if instructed.		

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		Time-charge £ p	Fixed-charge £ p
	SAMPLES/ APPROVALS		
210	SAMPLES • Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics either: - To an express approval. - To match a sample expressly approved as a standard for the purpose.		
220	APPROVAL OF PRODUCTS • Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme. • Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained. • Complying sample: Retain in good, clean condition on site. Remove when no longer required.		
230	APPROVAL OF EXECUTION • Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme. • Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed. • Complying sample: Retain in good, clean condition on site. Remove when no longer required.		
	ACCURACY/ SETTING OUT GENERALLY		
325	SETTING OUT • General: Submit details of methods and equipment to be used in setting out the Works. • Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding. • Inform: When complete and before commencing construction. • Discrepancies: The Architect's drawings take precedence.		
330	APPEARANCE AND FIT • Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either: - Submit proposals; or - Arrange for inspection of appearance of relevant aspects of partially finished work. • General tolerances (maximum): To BS 5606, tables 1 and 2.		
340	CRITICAL DIMENSIONS • Critical dimensions: Set out and construct the Works to ensure compliance with the tolerances stated. • Location: Detailed on drawings contained within the tender pack.		

		Time-charge £ p	Fixed-charge £ p
350A	LEVELS OF STRUCTURAL FLOORS • Refer to Architect's and Structural Engineer's drawings and specifications		
360	RECORD DRAWINGS • Site setting out drawing: Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.		
	SERVICES GENERALLY		
410	SERVICES REGULATIONS • New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.		
415	PART L BUILDING REGULATIONS • Refer to Appendix A in the Tender Document for Part L Building Regulations for details. • It is the Contractor's responsibility to develop, agree, implement and obtain approval from the Building Regulations/Building Control.		

		Time-charge £ p	Fixed-charge £ p
417	SERVICES COORDINATION • The contractor is to provide an M&E co-ordinator who is experienced in dealing with M&E issues. The co-ordinators main role is to liaise with the sub-contractors and to ensure that the works between the sub-contractors is co-ordinated, including coordination of working drawings. • The M&E co-ordinator is to chair and minute regular site meetings between the main contractor, and the subcontractors, and also separate meetings between the main contractor, the sub-contractors and the design team. • Within one week prior to the M&E co-ordination meeting the M&E co-ordinator is to produce a report on the progress on site, any impediments to the future progress of the M&E works and a schedule of any outstanding information which is required. • The M&E co-ordinator is to ensure that there is an up-todate programme for the works available at all times. • The main contractor's M&E co-ordinator is to snag all M&E works and then ensure that the work is de-snagged prior to the consultant being offered the works for snagging. The main contractor's snagging sheets are to be made available to the consultant. • Practical completion of the project and each of the works sections (if applicable) will not be granted until all testing and commissioning of the mechanical, electrical and lift systems has been carried out and the relevant O&M manuals and record drawings are complete.		
420	WATER REGULATIONS/ BYELAWS NOTIFICATION • Requirements: Notify Water Undertaker of any work carried out to or which affects new or existing services and submit any required plans, diagrams and details. • Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.		
430	WATER REGULATIONS/ BYELAWS CONTRACTOR'S CERTIFICATE • On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including: - The address of the premises. - A brief description of the new installation and/ or work carried out to an existing installation. - The Contractor's name and address. - A statement that the installation complies with the relevant Water Regulations or Byelaws. - The name and signature of the individual responsible for checking compliance. - The date on which the installation was checked.		

		Time-charge £ p	Fixed-charge £ p

435A ELECTRICAL INSTALLATION CERTIFICATE(S)

- Submit: When relevant electrical work is completed.
- Original certificate(s): To be lodged in the Building Manual.
- These have to be submitted as a PDF for the Client's regulatory records and should follow the Client's stipulated file naming convention. Details will be provided in the Pre-Start meeting.

440 GAS, OIL AND SOLID FUEL APPLIANCE INSTALLATION CERTIFICATE

- Before the completion date stated in the Contract: Submit a certificate stating:
  - The address of the premises.
  - A brief description of the new installation and/ or work carried out to an existing installation.
  - Any special recommendations or instructions for the safe use and operation of appliances and flues.
  - The Contractor's name and address.
  - A statement that the installation complies with the appropriate safety, installation and use regulations.
  - The name, qualification and signature of the competent person responsible for checking compliance.
  - The date on which the installation was checked.
- Certificate location: Building Manual.

450 MECHANICAL AND ELECTRICAL SERVICES

- Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.
- Building Regulations notice: Copy to be lodged in the Building Manual.

SUPERVISION/ INSPECTION/ DEFECTIVE WORK

510 SUPERVISION

- General: 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.
- Replacement: Give maximum possible notice before changing person in charge or site agent.

520A COORDINATION OF ENGINEERING SERVICES

- Suitability: Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.
- Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.
- On request provide proof of eligibility to work in the UK.

		Time-charge £ p	Fixed-charge £ p
530	OVERTIME WORKING • Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done. - Minimum period of notice: Three days. • Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.		
540	DEFECTS IN EXISTING WORK • Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received. • Documented remedial work: Do not execute work which may: - Hinder access to defective products or work; or - Be rendered abortive by remedial work.		
550	ACCESS FOR INSPECTION • Removal: Before removing scaffolding or other facilities for access, give notice of not less than one week.		
560	TESTS AND INSPECTIONS • Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented. • Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time. • Records: Submit a copy of test certificates and retain copies on site.		
580	CONTINUITY OF THERMAL INSULATION • Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include: - The address of the premises. - The Contractor's name and address. - The name, qualification and signature of the competent person responsible for checking compliance. - The date on which the installation was checked. • Submit: Before completion of the Works. • Copy: To be lodged in the Building Manual.		
595	ENERGY PERFORMANCE CERTIFICATE • Assessment: Undertaken by a member of an approved accreditation scheme. Submit details of scheme name and evidence of qualifications when requested. - Building Type: Dwelling. - Method: Standard Assessment Procedure for dwellings (SAP). • Format: - Certificate: To be incorporated in the Building Manual. - Report: -. • Submit: 1 week before the date for completion of the project.		

		Time-charge £ p	Fixed-charge £ p
610	PROPOSALS FOR RECTIFICATION OF DEFECTIVE PRODUCTS/ EXECUTIONS • Proposals: Immediately any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution. • Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.		
620	MEASURES TO ESTABLISH ACCEPTABILITY • General: 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. - Will not be considered as grounds for revision of the completion date.		
630	QUALITY CONTROL • Procedures: Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements. • Records: Maintain full records, keep copies on site for inspection, and submit copies on request. • Content of records: - Identification of the element, item, batch or lot including location in the Works. - Nature and dates of inspections, tests and approvals. - Nature and extent of nonconforming work found. - Details of corrective action.		
	WORK AT OR AFTER COMPLETION		
710	WORK BEFORE COMPLETION • General: Make good all damage consequent upon the Works. Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed. • Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials. • Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction. • COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers. • Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions. • Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.		

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		Time-charge £ p	Fixed-charge £ p
720A	SECURITY AT COMPLETION • General: Leave the Works secure with, where appropriate, all accesses closed and locked. • Keys: Account for and adequately label all keys and hand over to the Client with itemized schedule, retaining duplicate schedule signed by the Client as a receipt.		
730	MAKING GOOD DEFECTS • Remedial work: Arrange access with Employer's Agent. • Rectification: Give reasonable notice for access to the various parts of the Works. • Completion: Notify when remedial works have been completed.		
735	COMPLETION OF THE HEALTH AND SAFETY FILE • Practical Completion for the Works and each Section of the Works (if applicable) will not be deemed to have been achieved until all the information for the Health and Safety File is handed over to the CDM Co-ordinator and he has confirmed in writing to the Employer's Agent, that he has received all the information required, from the Contractor, to enable him to prepare the Health and Safety File. • The provision, by the Contractor, of the information, as detailed in A37, necessary for the compilation of the Health and Safety File, is deemed to be a part of the Works and shall have a value equal to the sum in A42. The Contractor shall be responsible for all Sub-contractors in this regard. At the time of any Valuation of these works, only when the work is complete will it be included in that Valuation, partial valuation will not be considered.		

A34
SECURITY/ SAFETY/ PROTECTION

A34 SECURITY/ SAFETY/ PROTECTION

	Time-charge £ p	Fixed-charge £ p

SECURITY, HEALTH AND SAFETY

110A PRECONSTRUCTION INFORMATION
- Location: See Appendix C with further information integral to these Preliminaries.

120 EXECUTION HAZARDS
- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: The design of the project includes the following:
  - Hazard: Refer to Pre-construction Information in Appendix C.
  - Precautions assumed: Refer to Pre-construction Information in Appendix C.
  - Specification reference: Refer to Pre-construction Information in Appendix C.
  - Drawing reference: Refer to Pre-construction Information in Appendix C.

130 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: Workplace Exposure Limits.
- Common hazards: Not listed. Control by good management and site practice.
- Significant hazards: Specified construction materials include the following:
  - Hazard: Refer to Pre-construction Information in Appendix C.
  - Material: Refer to Pre-construction Information in Appendix C.
  - Specification reference: Refer to Pre-construction Information in Appendix C.

140A CONSTRUCTION PHASE HEALTH AND SAFETY PLAN
- Submission: Present to the Employer/ Client no later than 2 weeks before commencement of the Works on site.
- Confirmation: Do not start construction work until the CDMC has confirmed in writing that the Construction Phase Health and Safety Plan includes the procedures and arrangements required by the CDM Regulations.
- Content: Develop the plan from and draw on the Outline Construction Phase Health and Safety Plan, clause A30/570, and the Pre-tender Health and Safety Plan/ Preconstruction information.

		Time-charge £ p	Fixed-charge £ p
150	SECURITY • Protection: Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft. • Access: Take all reasonable precautions to prevent unauthorized access to the site, the Works and adjoining property. • Special requirements: -.		
160	STABILITY • Responsibility: Maintain the stability and structural integrity of the Works and adjacent structures during the Contract. • Design loads: Obtain details, support as necessary and prevent overloading.		
170	OCCUPIED PREMISES • Extent: Existing buildings will be occupied and/ or used during the Contract as follows: Existing Residential Flats and Cleaners for Grenfell Tower. • Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users. • Overtime: If compliance with this clause requires certain operations to be carried out during overtime, and such overtime is not required for any other reason, the extra cost will be paid to the Contractor, provided that such overtime is authorized in advance.		
180	PASSES • Controlled areas: Passes will be required for access to the Site. The Contractor and his sub-contractors will be required to have Photo ID pass and wearing clothing displaying the Contractor's logo. • Authorised persons: Submit a list of the names of all persons requiring passes together with any other related information reasonably required. • Return of passes: When requested or on completion of the work to which the pass relates.		
190A	OCCUPIER'S RULES AND REGULATIONS • Compliance: Conform to the occupier's rules and regulations affecting the site. • Rules and regulations will be discussed and agreed prior to start on site. • It is prohibited to use bad and/or offensives language • The Contractor to comply with the Code of Conduct document contained in Appendix A.		

		Time-charge £ p	Fixed-charge £ p
210	EMPLOYER'S REPRESENTATIVES SITE VISITS • Safety: Submit details in advance, to the Employer or the person identified in clause A10/140, of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site. • Protective clothing and/ or equipment: Provide and maintain on site for the Employer and the person stated in clause A10/140 and other visitors to the site.		
220	WORKING PRECAUTIONS/ RESTRICTIONS • Hazardous areas: Operatives must take precautions as follows: - Work area: Refer to Pre-construction Information in Appendix C. - Precautions: Refer to Pre-construction Information in Appendix C. • Permit to work: Operatives must comply with procedures in the following areas: - Work area: Refer to Pre-construction Information in Appendix C. - Procedures: Refer to Pre-construction Information in Appendix C.		
	PROTECT AGAINST THE FOLLOWING		
310	EXPLOSIVES • Use: Not permitted		
320	NOISE CONSENT BY LOCAL AUTHORITY • Consent: Granted by the Local Authority under Part III of the Control of Pollution Act relating to the Works providing the following conditions are met: - Comply with all Local Authority Requirements.		
	NOISE CONTROL • Contractor to comply with Planning Conditions.		
340	POLLUTION • Prevention: Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution. • Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.		
350	PESTICIDES • Use: Not permitted.		
360	NUISANCE • Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes. • Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads.		

		Time-charge £ p	Fixed-charge £ p
370	ASBESTOS CONTAINING MATERIALS • Duty: Report immediately any suspected materials discovered during execution of the Works. - Do not disturb. - Agree methods for safe removal or encapsulation.		
371	DANGEROUS OR HAZARDOUS SUBSTANCES • Duty: Report immediately suspected materials discovered during execution of the Works. - Do not disturb. - Agree methods for safe removal or remediation.		
380	FIRE PREVENTION • Duty: Prevent personal injury or death, and damage to the Works or other property from fire. • Standard: 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').		
390	SMOKING ON SITE • Smoking on site: Not permitted.		
400	BURNING ON SITE • Burning on site: Not permitted.		
410	MOISTURE • Wetness or dampness: Prevent, where this may cause damage to the Works. • Drying out: Control humidity and the application of heat to prevent: - Blistering and failure of adhesion. - Damage due to trapped moisture. - Excessive movement.		
420	INFECTED TIMBER/ CONTAMINATED MATERIALS • Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building. • Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro organisms are within acceptable levels.		

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		Time-charge £ p	Fixed-charge £ p
430	WASTE • Includes: Rubbish, debris, spoil, surplus material, containers and packaging. • General: Minimize production. Prevent accumulations. Keep the site and Works clean and tidy. • Handling: Collect and store in suitable containers. Remove frequently and dispose off site in a safe and competent manner: - 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. • Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority. • Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in. • Waste transfer documentation: Retain on site.		
440	ELECTROMAGNETIC INTERFERENCE • Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.		
450	LASER EQUIPMENT • Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions. • Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path. • Class 3A and Class 3B laser equipment: Do not use without approval and subject to submission of a method statement on its safe use.		
470	INVASIVE SPECIES • General: Prevent the spread of species (e.g. plants or animals) that may adversely affect the site or Works economically, environmentally or ecologically. • Special precautions: N/A. • Duty: Report immediately any suspected invasive species discovered during execution of the Works. - Do not disturb. - Agree methods for safe eradication or removal.		

PROTECT THE FOLLOWING

		Time-charge £ p	Fixed-charge £ p
510	EXISTING SERVICES • Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations. • Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners. • Work adjacent to services: - Comply with service authority's/ statutory undertaker's recommendations. - Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners. • Identifying services: - Below ground: Use signboards, giving type and depth; - Overhead: Use headroom markers. • Damage to services: If any results from execution of the Works: - Immediately give notice and notify appropriate service authority/ statutory undertaker. - Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate. - Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability. • Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.		
520	ROADS AND FOOTPATHS • Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris. • Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.		
530	EXISTING TOPSOIL/ SUBSOIL • Duty: Prevent over compaction of existing topsoil and subsoil in those areas which may be damaged by construction traffic, parking of vehicles, temporary site accommodation or storage of materials and which will require reinstatement prior to completion of the Works. • Protection: Before starting work submit proposals for protective measures.		

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		Time-charge £ p	Fixed-charge £ p
540	RETAINED TREES/ SHRUBS/ GRASSED AREAS • Protection: Preserve and prevent damage, except those not required. • Replacement: Mature trees and shrubs if uprooted, destroyed, or damaged beyond reasonable chance of survival in their original shape, as a consequence of the Contractor's negligence, must be replaced with those of a similar type and age at the Contractor's expense.		
560	EXISTING FEATURES • Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works. • Special requirements: Refer to tender information.		
570	EXISTING WORK • Protection: Prevent damage to existing work, structures or other property during the course of the work. • Removal: Minimum amount necessary. • Replacement work: To match existing.		
580	BUILDING INTERIORS • Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.		
620	ADJOINING PROPERTY • Agreement: Access to and/ or use of the following has been agreed with adjacent owners: - The proposed Kensington Academy and Leisure Centre Projects (KALC) are currently being carried out by Other Main Contractor and the Contractor is to coordinate site access/hoarding with the Other Main Contractor. • Permission: Obtain as necessary from other owners if requiring to erect scaffolding on or otherwise use adjoining property.		
625	ADJOINING PROPERTY RESTRICTIONS • Precautions: - Prevent trespass of workpeople and take precautions to prevent damage to adjoining property. - Pay all charges. - Remove and make good on completion or when directed. • Damage: Bear cost of repairing damage arising from execution of the Works.		

630 EXISTING STRUCTURES

- Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.
- Supports: During execution of the Works:
  - Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining, that may be endangered or affected by the Works.
  - Do not remove until new work is strong enough to support existing structure.
  - Prevent overstressing of completed work when removing supports.
- Adjacent structures: Monitor and immediately report excessive movement.
- Standard: Comply with BS 5975 and BS EN 12812.

640 MATERIALS FOR RECYCLING/ REUSE

- Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants.
- Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

Time-charge £ p	Fixed-charge £ p

A35

SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

A35 SPECIFIC LIMITATIONS ON METHOD/ SEQUENCE/ TIMING

	Time-charge £ p	Fixed-charge £ p

110 SCOPE

- General: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.

130 METHOD/ SEQUENCE OF WORK

- Specific Limitations: Include the following in the programme:
  - Refer to Pre-Construction Information in Appendix C.

170 WORKING HOURS

- Specific limitations: As per Code of Conduct and Planning Conditions.

  -Generally: Comply with the Local Authority's and Planning Permission's requirements and guidelines..

180 COMPLETION IN SECTIONS OR IN PARTS

- General: Where the Employer is to take possession of any Section or part of the Works and such Section or part will, after its practical completion, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.

- Remainder of the Works: During execution, ensure that completed Sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

A36

FACILITIES/ TEMPORARY WORK/ SERVICES

A36 FACILITIES/ TEMPORARY WORK/ SERVICES

	Time-charge £ p	Fixed-charge £ p

GENERALLY

110 SPOIL HEAPS, TEMPORARY WORKS AND SERVICES
- Location: Give notice and details of intended siting.
- Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

ACCOMMODATION

210 ROOM FOR MEETINGS
- Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices.
- Furniture and Equipment: Provide table and chairs for 12 people.

260 SANITARY ACCOMMODATION
- Requirement: Provide sanitary accommodation for the Employer/ Purchaser, and other members of the consultant team, either separate or shared with the Contractor's supervisory staff. Maintain in clean condition and provide all consumables.

TEMPORARY WORKS

315 SITE COMPOUND, WORKING AREA AND ACCESS ROUTES

- Allow for all temporary works as described on the Architect's and Services Engineer's phasing drawings.

- Provide and maintain and alter as necessary all temporary roads, tracks, paths, hardstandings, shed bases, pavement crossings, footpaths and the like, including those required by sub-contractors, suppliers and others. Reinstate all ground and works disturbed.

		Time-charge £ p	Fixed-charge £ p
335	TEMPORARY HOARDING,FENCING AND THE LIKE		
	• Contractor to manage access at bottom of Grenfell Road, minimising congestion due to deliveries and ensuring safe movement of vehicles. The Tower needs to be accessible for residents at all times, and an interim fire fighting strategy needs to be agreed with the London Fire Brigage/Building Control.		
	• Provide, erect, maintain, alter, adapting as necessary to suit the programme and site organisation a suitable approved temporary boundary hoardings to the exposed boundary of the site. Provide suitable lockable gates and temporary crossover, including all necessary lighting to the approval of the Client. Clear away and make good on completion. Obtain any licenses and pay all fees legally demandable		
	• Provide and maintain all necessary fencing, hoardings and gates and other temporary works to enclose adequately all boundaries of the site adjacent to public and private rights of way including areas within the site given back into the possession of the Employer and for the protection of the public and for the proper execution of the Works and in accordance with the requirements of Local and other Authorities.		
	• Alter any temporary fencing, hoarding, paths crossovers and the like as necessary to safeguard the public where works are completed in Sections or the Employer accepts partial possession of the Works		
	• Provide and maintain all necessary fans, gantries, planked footways, guardrails and other temporary works for the protection of the public and for the proper execution of the Works and in accordance with the requirements of Local and other Authorities. Alter, shift and adapt from time to time as necessary. Pay all costs and charges in connection therewith.		
	• Contractor should look at suitable initiatives to involve the community in decorating the hoarding.		
337	TEMPORARY WATER DISPOSAL		
	• Provide and maintain temporary gutters, channels, downpipes, drains and the like for the disposal of surface and other water. Alter, shift and adapt from time to time as necessary		
	• No water or effluent is to be discharged onto adjoining properties, watercourse or canal and where water is discharged into drains, a settling tank or other means of removing sediment is to be used.		

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		Time-charge £ p	Fixed-charge £ p
340	NAME BOARDS/ ADVERTISEMENTS • General: Obtain approval, including statutory consents, and provide a temporary name board displaying: - Title of project: Wording to be confirmed. - Name of Employer: The Royal Borough of Kensington and Chelsea TMO. - Names of Consultants: Standard nameplates of Consultants as listed in section A10. - Names of Contractor and Subcontractors: TBC. - Special requirements: Signboard should be constructed at least 2.4 x 2.4 metres high located in a position and design, logo and relevant details agreed with the Employer, and erected within 2 weeks of obtaining possession of the site..		
	SERVICES AND FACILITIES		
410	LIGHTING • Finishing work and inspection: Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.		
420A	LIGHTING AND POWER • Supply: Electricity from the Employer's mains may be used for the Works. • The cost of supply will be charged. The Contractor shall allow for all payment of all costs associated with the use of the supply. Readings of meters or installation of check meters must be made at the commencement and completion of the works. • The Contractor shall ensure that clear proposals are made in advance of establishing temporary supplies. • Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.		
430A	WATER • Supply: The Employer's mains may be used for the Works (avoidable waste excepted). The Contractor shall allow for all payment of all costs associated with the use of the supply. Readings of meters or installation of check meters must be made at the commencement and completion of the works. • Continuity: The Employer will not be responsible for the consequences of failure or restriction in supply.		

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		Time-charge £ p	Fixed-charge £ p
440	TELEPHONES • Temporary on site telephone: Provide as soon as practicable after the start on site for joint use by the Contractor, Subcontractors and those acting on behalf of the Employer, and pay all charges reasonably incurred. • Responses: Make arrangements (e.g. an external bell) to ensure that incoming calls are answered promptly. • Employer's call charges: Allow for the cost of a modest number of calls made by those acting on behalf of the Employer.		
470	E-MAIL AND INTERNET FACILITY • General: As soon as practicable after the start on site provide a suitable e-mail facility on site, with a separate dedicated telephone line, for the use of the Contractor, Subcontractors and those acting on behalf of the Employer. • Use on behalf of Employer: Allow for the cost of a reasonable number of transmissions made by those acting on behalf of the Employer. • Peripherals: Printer capable of printing A3 size documents.		
480	PHOTOCOPIER • General: Provide reasonably unrestricted access to and reasonably limited free use of an on site photocopier, which may be located in the Contractor's own site offices.		
520	USE OF PERMANENT HEATING SYSTEM • Permanent heating installation: May be used for drying out the Works/ services and controlling temperature and humidity levels. • Installation: If used: - Take responsibility for operation, maintenance and remedial work. - Arrange supervision by and indemnification of the appropriate Subcontractors. - Pay costs arising.		
530	BENEFICIAL USE OF INSTALLED SYSTEMS • Permanent systems: Unless specific permission is given by the Employer and installer, do not use for any purpose other than running in, testing and commissioning. • Other uses: If permission is given for any other use of a system before the Works are accepted as complete, 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.		
540	METER READINGS • Charges for service supplies: Where to be apportioned ensure that: - Meter readings are taken by relevant authority at possession and/ or completion as appropriate. - Copies of readings are supplied to interested parties.		

		Time-charge £ p	Fixed-charge £ p
550	THERMOMETERS • General: Provide on site and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.		
570	PERSONAL PROTECTIVE EQUIPMENT • General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified: - Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 12. - High visibility waistcoats to BS EN 471 Class 2. Number required: 12. - Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 12, various sizes ranging from size 5 to 11. - Disposable respirators to BS EN 149.FFP1S. - Eye protection to BS EN 166. - Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2 - Hand protection - to BS EN 388, 407, 420 or 511 as appropriate.		

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A37

OPERATION/ MAINTENANCE OF THE FINISHED WORKS

A37 OPERATION/ MAINTENANCE OF THE FINISHED WORKS

	Time-charge £ p	Fixed-charge £ p

GENERALLY

110 THE BUILDING MANUAL

- Purpose: The Manual is to be a comprehensive information source and guide for owners and users of the completed Works. It should provide an overview of the main design principles and describe key components and systems to enable proper understanding, efficient and safe operation and maintenance.
- Scope:
  - Part 1: General: Content as clause 120.
  - Part 2: Fabric: Content as clause 130.
  - Part 3: Services: Content as clause 140.
  - Part 4: The Health and Safety File: (prepared and supplied by the CDM Coordinator). Content as clause 150.
  - Part 5: Building User Guide: [Content as clause 151]
- Responsibility: The Building Manual is to be produced by the Contractor and must be complete no later than 2 weeks prior to Completion Date.
- Information provided by others: Details: To be confirmed.
- Compilation:
  - Prepare all information for Contractor designed or performance specified work including as-built drawings.
  - Obtain or prepare all other information to be included in the Manual.
- Reviewing the Manual: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.
- Final copies of the Manual:
  - Number of copies: 2.
  - Format: 2 memory stick.
  - Latest date for submission: 2 weeks before the date for completion stated in the contract.
- As-built drawings and schedules:
  - Number of copies: 2.
  - Format: 2 memory stick.

115 HEALTH AND SAFETY INFORMATION

- Content: Obtain and provide the following information: Content s to be agreed with the CDM Coordinator.
- Format: 2 memory stick.
- Deliver to: the CDM Coordinator No later than: 2 weeks prior to Completion of the Works.

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		Time-charge £ p	Fixed-charge £ p
120	CONTENT OF THE BUILDING MANUAL PART 1: GENERAL • Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual: • Index: list the constituent parts of the manual, together with their location in the document. • The Works: - Description of the buildings and facilities. - Ownership and tenancy, where relevant - Health and Safety information – other than that specifically required by the Construction (Design and Management) Regulations. • The Contract: - Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers. - Overall design criteria. - Environmental performance requirements - Relevant authorities, consents and approvals. - Third party certification, such as those made by competent persons in accordance with the Building Regulations • Operational requirements and constraints of a general nature: - Maintenance contracts and contractors. - Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors location of emergency alarm and fire fighting systems, services, shut off valves switches, etc. - Emergency procedures and contact details in case of emergency. - Other specific requirements: To be confirmed. • Description and location of other key documents. • Timescale for completion: 2 weeks prior to Completion.		

130 CONTENT OF THE BUILDING MANUAL PART 2: BUILDING FABRIC

- Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:
- Detailed design criteria, including:
  - Floor and roof loadings.
  - Durability of individual components and elements.
  - Loading restrictions.
  - Insulation values.
  - Fire ratings.
  - Other relevant performance requirements.
- Construction of the building:
  - A detailed description of methods and materials used.
  - As-built drawings recording the construction, together with an index.
  - Information and guidance concerning repair, renovation or demolition/ deconstruction.
- Periodic building maintenance guide chart.
- Inspection reports.
- Manufacturer's instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.
- Fixtures, fittings and components schedule and index.
- Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.
- Test certificates and reports required in the specification or in accordance with legislation, including:
  - Air permeability.
  - Resistance to passage of sound.
  - Continuity of insulation.
  - Electricity and Gas safety.
  - To be confirmed.
- Other specific requirements: To be confirmed.
- Timescale for completion: 2 weeks prior to Completion.

Time-charge £ p	Fixed-charge £ p

		Time-charge £ p	Fixed-charge £ p
140	CONTENT OF THE BUILDING MANUAL PART 3: BUILDING SERVICES • Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual: • Detailed design criteria and description of the systems, including: - Services capacity, loadings and restrictions - Services instructions. - Services log sheets. - Manufacturers' instruction manuals and leaflets index. - Fixtures, fittings and component schedule index. • Detailed description of methods and materials used. • As-built drawings for each system recording the construction, together with an index, including: - Diagrammatic drawings indicating principal items of plant, equipment and fittings - Record drawings showing overall installation - Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings. - Identification of services – a legend for colour coded services. • Product details, including for each item of plant and equipment: - Name, address and contact details of the manufacturer. - Catalogue number or reference - Manufacturer's technical literature, including detailed operating and maintenance instructions. - Information and guidance concerning dismantling, repair, renovation or decommissioning. • Operation: A description of the operation of each system, including: - Starting up, operation and shutting down - Control sequences - Procedures for seasonal changeover - Procedures for diagnostics, troubleshooting and faultfinding. • Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors. • Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including: - Electrical circuit tests. - Corrosion tests. - Type tests. - Work tests. - Start and commissioning tests. • Equipment settings: Schedules of fixed and variable equipment settings established during commissioning. • Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems • Lubrication: Schedules of all lubricated items • Consumables: A list of all consumable items and their source. • Spares: A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when		

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replacements are required.

- Emergency procedures for all systems, significant items of plant and equipment.
- Annual maintenance summary chart.
- Other specific requirements: To be confirmed.
- Timescale for completion: 2 weeks prior to Completion

150A CONTENT OF THE BUILDING MANUAL PART 4: THE HEALTH AND SAFETY FILE

- Content: obtain and provide the following, including all relevant details not included in other parts of the manual, including:
  - all infomation in accordance with Section 6 of the PCI.
- Information prepared by others: Details: To be confirmed.
- Timescale for completion: 2 weeks prior to completion.
- Submit to: CDM Coordinator.

151 CONTENT OF THE BUILDING MANUAL PART 5: THE BUILDING USER GUIDE

- Content: Obtain and provide the following:
  - Building services information.
  - -Emergency information.
  - -Energy & environmental strategy.
  - -Water use.
  - -Transport facilities.
  - -Materials & waste policy.
  - -Re-fit/ re-arrangement considerations.
  - -Reporting provision.
  - -Training.
  - -Links & references.
- Other specific requirements: To be confirmed.
  " Timescale for completion: 2 weeks prior to completion .

160A PRESENTATION OF BUILDING MANUAL

- Format: Two memory sticks containing building manuals.
- As-built drawings: The main sets may form annexes to the Manual.

210 INFORMATION FOR COMMISSIONING OF SERVICES

- General: Submit relevant drawings and preliminary performance data to enable the building user's staff to familiarise themselves with the installation.
- Time of submission: At commencement of commissioning.

220A TRAINING

- Objective: Before Completion, explain and demonstrate to designated maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.
- Level of training Full.
- Time allowance: Include a minimum of three days.
- On completion of the work in each flat the Contractor should provide training for the residents.

Time-charge £ p	Fixed-charge £ p

		Time-charge £ p	Fixed-charge £ p
230	SPARE PARTS • General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations. • Content: Include in the priced schedule for: - Manufacturers' current prices, including packaging and delivery to site. - Checking receipts, marking and numbering in accordance with the schedule of spare parts. - Referencing to the plant and equipment list in Part 3 of the Building Manual. - Painting, greasing, etc. and packing to prevent deterioration during storage. • Latest date for submission: Two weeks before completion.		
250	TOOLS • General: Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing. • Quantity: Two complete sets. • Time of submission: At completion.		

A40

CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

A40 CONTRACTOR'S GENERAL COST ITEMS: MANAGEMENT AND STAFF

		Time-charge £ p	Fixed-charge £ p
110	MANAGEMENT AND STAFF • Cost significant items: To be listed and priced below by the Contractor.		

A41

CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

A41 CONTRACTOR'S GENERAL COST ITEMS: SITE ACCOMMODATION

		Time-charge £ p	Fixed-charge £ p
110	SITE ACCOMMODATION • Details: Site accommodation required or made/ not made available by the Employer: See section A36. • Cost significant items: To be listed and priced below by the Contractor.		

A42

CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

A42 CONTRACTOR'S GENERAL COST ITEMS: SERVICES AND FACILITIES

		Time-charge £ p	Fixed-charge £ p
110	POWER • Cost significant items: To be listed and priced below by the Contractor.		
120	LIGHTING • Cost significant items: To be listed and priced below by the Contractor.		
130	FUELS • Cost significant items: To be listed and priced below by the Contractor.		
140	WATER • Cost significant items: To be listed and priced below by the Contractor.		
150	TELEPHONE AND ADMINISTRATION • Cost significant items: To be listed and priced below by the Contractor.		
160	SAFETY, HEALTH AND WELFARE • See clause A34/210. • Cost significant items: To be listed and priced below by the Contractor.		
170	STORAGE OF MATERIALS • Cost significant items: To be listed and priced below by the Contractor.		
180	RUBBISH DISPOSAL • See clause A34/430. • Cost significant items: To be listed and priced below by the Contractor.		
190	CLEANING • See clause A33/710. • Cost significant items: To be listed and priced below by the Contractor.		
200	DRYING OUT • See clause A34/410. • Cost significant items: To be listed and priced below by the Contractor.		
210	PROTECTION OF WORK IN ALL SECTIONS • Cost significant items: To be listed and priced below by the Contractor.		

		Time-charge £ p	Fixed-charge £ p
220	SECURITY • See clause A34/150. • Cost significant items: To be listed and priced below by the Contractor.		
230	MAINTAIN PUBLIC AND PRIVATE ROADS • See clause A34/520. • Cost significant items: To be listed and priced below by the Contractor.		
240	SMALL PLANT AND TOOLS • Cost significant items: To be listed and priced below by the Contractor.		
250	OTHERS • Heading: To be completed by the Contractor. • Cost significant items: To be listed and priced below by the Contractor.		
310	ADDITIONAL SERVICES AND FACILITIES ITEMS • Heading: _____. • Cost significant items: To be listed and priced below by the Contractor.		

A43

CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

A43 CONTRACTOR'S GENERAL COST ITEMS: MECHANICAL PLANT

		Time-charge £ p	Fixed-charge £ p
110	CRANES • Cost significant items: To be listed and priced below by the Contractor.		
120	HOISTS • Cost significant items: To be listed and priced below by the Contractor.		
140	TRANSPORT • Cost significant items: To be listed and priced below by the Contractor.		
150	EARTHMOVING PLANT • Cost significant items: To be listed and priced below by the Contractor.		
160	CONCRETE PLANT • Cost significant items: To be listed and priced below by the Contractor.		
170	PILING PLANT • Cost significant items: To be listed and priced below by the Contractor.		
180	PAVING AND SURFACING PLANT • Cost significant items: To be listed and priced below by the Contractor.		
200	ADDITIONAL MECHANICAL PLANT • Cost significant items: _____.		

A44

CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

A44 CONTRACTOR'S GENERAL COST ITEMS: TEMPORARY WORKS

		Time-charge £ p	Fixed-charge £ p
110	TEMPORARY ROADS • Cost significant items: To be listed and priced below by the Contractor.		
120	TEMPORARY WALKWAYS • Cost significant items: To be listed and priced below by the Contractor.		
130	ACCESS SCAFFOLDING • Cost significant items: To be listed and priced below by the Contractor.		
140	SUPPORT SCAFFOLDING AND PROPPING • Cost significant items: To be listed and priced below by the Contractor.		
150	HOARDINGS, FANS, FENCING, ETC. • Cost significant items: To be listed and priced below by the Contractor.		
160	HARDSTANDING • Cost significant items: To be listed and priced below by the Contractor.		
170	TRAFFIC REGULATIONS • Cost significant items: To be listed and priced below by the Contractor.		
200	ADDITIONAL TEMPORARY WORKS • Cost significant items: _____.		

ARTELIA INTERNATIONAL

Preliminaries

Ref	Element	Time Related	Fixed	Total
A40	**Management and Staff**			**£388,706**
A40.1	Project Manager	£73,036		
A40.2	Site Manager 1	£61,102		
A40.3	Site Manager 2	£61,967		
A40.4	Site Manager 3	£61,265		
A40.5	RLO	£53,010		
A40.6	Design Co-ordinator		£36,726	
A40.7	Labourers	£41,600		
A41	**Site Accomodation**			**£53,145**
A41.1	Office	£14,460	£19,965	
A41.2	Containers	£2,480	£1,240	
A41.3	Security System		£15,000	
A42				**£106,986**
A42.1	Services and facilities	£23,870	£83,116	
A43	**Mechanical plant**			**£117,355**
A43.1	Mast Climbers - Erect	£18,933	£37,867	
A43.2	Mast Climbers - Dismantle		£6,400	
A43.3	Plant	£30,420	£23,735	
A44	**Temporary Works**			**£9,500**
A44.1	Sign Boards		£2,500	
A43.2	Hoarding		£7,000	
			Total:	**£675,692**

INITIAL

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Architectural Employer requirements are contained within:

Architectural NBS in Appendix A / Architectural
Room Data Sheets in Appendix A / Room Data Sheets

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Employer's Requirements for MEP Services

Pages 1-15 included
Full document included on CD-ROM

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RBK00018809_0182

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GRENFELL TOWER

EMPLOYER'S REQUIREMENTS FOR MEP SERVICES

1 Introduction

This specification generally describes the work proposed for the renovation of the mechanical, electrical and plumbing services.

The specification describes the services in accordance with the current stage of design, generally in accordance with RIBA Stage 'E'. This means that the specification represents design development at this stage and does not contain all the information required to produce a full working installation. Further design development by the Contractor will be required.

The project will be procured on a Design and Build basis with a main Contractor employing a specialist MEP Contractor to carry out the services design and installation. The main Contractor will be responsible for all of the specialist MEP Contractor's work.

The specialist MEP Contractor shall agree all contract terms and conditions with the main Contractor.

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2 Definitions

Refer also to the main contract preliminaries.

The Employer:

The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited

292a Kensal Road,

London, W10 5BE

Tel. [redacted]

Contact: Claire Williams

Quantity Surveyor:

ARTELIA UK

High Holborn House

52-54 High Holborn

London WC1V 6RL,

Tel: [redacted]

Contact: Chweechen Lim

The Architect:

STUDIO E LLP

Palace Wharf,

Rainville Road,

London W6 9HN

Tel. [redacted]

Contact: Bruce Sounes

The Structural Engineer:

Curtins

40 Compton Street

London EC1V 0AP

Tel: [redacted]

Contact: Stefano Strazzullo Tom Ashton

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The Building Services Consultant:

Max Fordham LLP
42/43 Gloucester Crescent
London NW1 7PE

Tel: [redacted]

Contacts: Duncan Campbell, Matt Smith

The Employer's Agent (EA):

ARTELIA UK

Tubs Hill House

London Road

Sevenoaks TN13 1BL

Tel. [redacted]

Contact: Phillip Booth

The Main Contracter:

The general Contractor employed by the Employer to carry out the Works.

The Contracter:

The specialist MEP Contractor employed by the main Contractor to carry out the MEP Works.

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3 Description of the Project

The building is an existing tower block with 20 storeys of residential accommodation on top of a podium containing new residential accommodation, offices, a nursery and a boxing club.

The general scope of the project is:

- Recladding of the façade
- Reconfiguration of the podium levels to provide additional residential accommodation
- Relocation and refurbishment of the nursery
- Relocation and refurbishment of the boxing club
- Provision of new office space and meeting rooms
- Modifications to the MEP systems as described in the relevant sections below

It should be noted that a key factor for this for this project is that the tenants will remain in occupation throughout the installation and it is therefore essential for all basic services to remain functional at all times apart from pre-agreed interruptions.

4 Design Responsibility

Preliminary design work has been carried out by the Building Services Consultant Max Fordham LLP in order to inform other members of the design team and to assist in preparing these Employer's Requirements.

Although some design information is shown in the preliminary design documents, this is for guidance only and the Contractor shall not rely on this information. The Contractor is ultimately responsible for ALL of the design and shall therefore verify, adopt, develop & complete the design based on the requirements of this specification.

The tender documentation defines the scope of the works, and defines for each system within the installation the engineering concept, design criteria, performance requirements, standards of materials and workmanship.

The Contractor will be deemed to have prepared all designs and specifications and the Employer will be entitled to rely upon such designs and specifications.

The Contractor will offer himself as an expert in the field of building services and/or relevant specialist field and will design and install an installation that is in accordance with the tender documentation, is constructed in accordance with the agreed programme and is within the tender price.

The Contractor shall employ experienced design engineers who have available to them all published knowledge relevant to buildings, building services and relevant specialist fields.

The Contractor shall allow sufficient time within the programme for carrying out and completing the design, detailed information and installation drawings, review by the EA, incorporation of any comments or necessary amendment(s), subsequent resubmission(s) and review(s).

The Contractor is responsible for the suitability, compatibility and correct installation of all components whether specified within the tender documentation or chosen by the Contractor to meet the specified performance of the installation(s).

The Contractor shall provide all detailed information and drawings as described in Appendix A, together with all other information which is reasonably necessary to co-ordinate the design and construction of these Works with the design and construction of all other works in time to meet the overall building programme. The Contractor shall request such further information as may be required to design and construct these Works in sufficient time to meet the programme. Development of the design shall be in conjunction with the EA, all other trades and Contractors.

Refer also to further design responsibilities/requirements set out in Section 5 below.

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5 Specification - General Conditions

The Mechanical and Electrical Works packages are described in this specification. This specification is in addition to, and shall be read in conjunction with, the Main Contract Preliminaries.

Mechanical

The mechanical Works comprise all of the mechanical services required for the following systems:

R10 Rainwater drainage

R11 Foul drainage above ground

S12 Hot and cold water

S32 Natural gas

S61 Dry riser

T32 Low temperature hot water heating

U10 General ventilation (including U11 Bathroom and U12 Kitchen extract ventilation)

W60 Controls

Electrical

The electrical Works comprise all of the electrical services required for the following systems:

V20 LV distribution

V21 General lighting

V22 General LV power

W20 TV/CCTV

W10/W30 Telecomms & Data

W40 Access control

W50 Fire detection & alarm

W51 Earthing & bonding

W52 Lightning protection

A 12 months maintenance service for the MEP systems shall be provided during the defects liability period.

The Works shall comprise the full design and drawing production, manufacture, works testing, supply, installation, inspections, testing (on and off site), setting to work, commissioning, provision of as installed drawings, record drawings, operating and maintenance manuals, investigating and advising on operating problems, making good defects of design or installation and all labour to form a 'complete installation'.

Full design specifically requires the development of all layouts, details and co-ordination, but also includes any design information necessary for other design team members to complete their own

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information. This design development shall progress by a process of repeated refinement in co-operation with the rest of the design team and other Contractors, to the final approval of the Employer's Agent (EA). The Contractor shall produce such drawings when and as necessary and as required by the EA to effectively communicate the intent and details of the design to others.

The Contractor's attention is drawn in particular to the requirements for high quality workmanship and the Contractor's responsibility for full design and co-ordination of their works with respect to other services, the structure and fabric of the building.

The existing mains/engineering services are described in the specification, but this description shall not be assumed to be comprehensive. The Contractor shall be responsible for locating all existing services before work commences. Examine all available drawings of the engineering services and report any discrepancies to the EA. A site visit shall be made by the Contractor during the tender period.

Incorporate all equipment, accessories, controls, supports and ancillaries implicitly or explicitly required either by the specification and drawings, or in accordance with accepted current practice and procedures, which after assembly, testing and commissioning will enable that section of the Works to function correctly and safely, and to achieve the specified performance. Include all of the materials and labour to form a complete and fully functioning installation, whether or not all the necessary components are indicated in the Employer's Requirements.

Carry out and complete the Work of the installation in accordance with the true intent and meaning of the specification and drawings to the entire satisfaction of the EA.

The Contractor shall liaise with other Contractors and design team members to ensure the successful installation of the services. Allow for the provision of all drawings required to ensure the above. Agree setting out dimensions of all components with the EA. Any items installed unsatisfactorily and without prior agreement shall be modified to the satisfaction of the EA at no extra cost to the contract.

It is expected that the Contractor, having had experience of installations of similar complexity, will make due allowance for the integration of the services installations into the building with all constraints which that implies.

Provide labour attendance on other contractors when the services Works interface with other Contractors especially during setting to work and commissioning.

Provide labour attendance on Public Utilities (where applicable), including out of hours working, for demonstration of systems and any other testing requirements the Utilities may have to satisfy themselves that the systems comply with their requirements.

Provide drawings of builderswork requirements and mark out on site. The Contractor shall be responsible for the supply and installation of all fixings and supports for their installation.

Ensure that the works comply with all relevant British Standards, Local Authority Requirements, Public Utility requirements, and the like.

All services run in occupied spaces, stairs, etc., shall be run concealed within service ducts, ceiling voids, etc., unless specifically stated and agreed otherwise.

Allow for co-ordinating of the Works with the works of other trades and installations which may be on site during the period of the Works.

Ensure all equipment and systems are installed to provide electromagnetic compatibility within the system and with any other systems installed in the same area. Ensure all systems and buildings are assessed for protection to and that such protection meets the requirements of BS 6651. Ensure all equipment meets the requirements of the appropriate electromagnetic computability standard.

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Contractor's Responsibilities
The services installations design shall be provided by the Contractor who shall employ experienced engineers who have available to them all published knowledge relevant to building and services. This includes:

All Building Regulations

British Standards

CIBSE Publications

IEE Regulations

Statutory Requirements

BREEAM Requirements

Other regulatory and standards documents as indicated in this specification or as may be required.

The Contractor will offer himself as an expert in the field of building services and will develop the design and install an installation which is fit for its purpose, is in accordance with the Employer's Requirements, is constructed in accordance with the agreed programme and within the tender price.

Development of the design shall be in conjunction with the EA, the Building Services Engineer, other members of the design team and all other trades and contractors. An initial set of services layouts has been produced by the Building Services Engineer which indicate the general principles of distribution and the general complexity of the works. These are preliminary drawings for strategic planning purposes only and full execution of the design work shall remain the Contractor's responsibility.

The Contractor is responsible for the suitability, compatibility and correct installation of the components specified here and chosen by the Contractor to meet the specified performance of the installation. The Contractor, at his discretion, may submit alternative manufacturers or suppliers for consideration, however full technical details and cost implications shall be included with the tender.

The Contractor shall carry out the design under stages of the RIBA Plan of Work to a sequential programme, in particular:-

At Tender
(i) Understand the Employer's Requirements and submit comments on it, if any. Provide details of any proposals that differ from the Employer's Requirements.

(ii) Submit a method statement describing the arrangements for developing the design and installing the services installations.

(iii) Submit details of proposals and components included in the tender bid to meet the specified performance of the installation. Details of alternative manufacturers and suppliers may be submitted for consideration at this time.

(iv) Provide cost information in a format defined by or acceptable to the Quantity Surveyor.

Contract Period
(i) Prepare outline proposals for the services installations for the agreement of the EA. Investigate the options available and describe the performance that can be achieved.

(ii) Design and detail the services installations as part of the overall co-ordinated building design allowing for every stage of the design to be brought to a successful conclusion by the process of repeated refinement until it is clear that the installation and co-ordinated drawings can be completed.

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Select all components in consultation with the EA in order to standardise as far as possible, replacement and service parts.

Provide copies of calculations if requested by the EA.

(iii) It is the Contractors responsibility to prepare and develop, to a form agreed with the EA, the Design and Construction drawings. Include in this as a minimum, mechanical and electrical layouts at 1:50, plus any of the following drawing types as required:

Sketch Drawings

Design Drawings

Installation Drawings (including Shop Drawings)

Builder's Work Drawings

Co-ordination Drawings

Detailed Drawings

Controls Drawings/Wiring Diagrams

Equipment Drawings

As-installed drawings

Record Drawings

The EA may require other drawings as necessary to satisfy themselves that the Employer's Requirements have been met. No services installation works shall begin on site until a set of installation drawings have been finally commented on by the EA. Any modification required by the EA to services installed before comments have been made shall be at no cost to the Employer.

Comments by the EA or other member of the design team on the Contractor's drawings, specifications or any other material does not constitute a transfer of responsibility from the Contractor to the Employer for that element of the works. Comments on drawings or any other material is deemed as acceptance that the portion of works appears to be generally in line with the design intent and performance objectives. The responsibility for the correctness of the final design remains the responsibility of the Contractor.

(iv) Negotiate and agree all details with regulatory bodies as necessary.

(v) Negotiate and agree all details with the Statutory Authorities and Public Utilities as necessary.

(vi) Meet with Building Control and provide the EA with written confirmation of the various stages including detailed Building Control Approval for the Works prior to construction.

(vi) Inspect the Works during the construction period and at completion to ensure the work is being carried out in accordance with the drawings, Employer's Requirements and good engineering practice. Record and rectify any defects.

(vii) Witness the testing and commissioning of the Works and examine the records thereof and confirm acceptance.

(viii) Prepare As-installed drawings as the work proceeds.

(ix) Prepare Record Drawings and Operating & Maintenance Manuals.

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(x) Advise the EA on all aspects of the design, operation and performance of the installed systems, and the building internal environment following completion.

(xi) Modify the design and/or installation, should the installation not meet the Employer's Requirements, the agreed proposals, Statutory requirements, etc.

Post Contract
During the 12 months defects liability period, which shall commence on the day named in the Project Completion Certificate, make good with all possible speed any defects arising from any defects of design, installation or manufacture.

If the Contractor replaces or renews any portion of the Works, provisions of this clause shall apply to the portion of the Works so replaced or renewed until expiration of 12 months after the date of such replacement or renewal.

Provide a routine maintenance service to carry out all maintenance recommended by equipment manufacturers and in accordance with accepted good working standards. The cost of this shall be included in the tender sum.

Maintain the works covered by this specification for twelve months, from the date of Practical Completion.

The maintenance works shall be in accordance with the recommendations set out in the appropriate standard.

The maintenance works shall include:
- planned preventative maintenance to maintain the installations in efficient working order including routine checks, adjustments, lubrication and replacement of consumable spares, etc.
- preparation of work schedules and recording activities.
- providing breakdown and emergency cover.
- planning and undertaking shut-downs for maintenance works.
- employing of all necessary specialist maintenance to ensure optimum operation of plant items and specialist systems.
- attendance on and supervision of specialist maintenance.
- carrying out all necessary safety checks .
- carrying out system proving of the works to include the measuring, recording, evaluating and reporting on the seasonal performance of the systems against their design values.
- water sampling including laboratory analysis and monitoring of heating and domestic water systems.
- liaison with the Employer.

Emergency maintenance response times shall be 4 hours.
Ensure that the maintenance recommendations set out in the appropriate standard can be achieved and are appropriate for the installations.

No longer than 4 weeks prior to Practical Completion submit to the EA a detailed planned preventative maintenance programme for the works and a method statement outlining how the maintenance works is to be undertaken including any necessary specialist maintenance

Compliance with Regulations

The Contractor shall comply with all regulations and conditions etc. laid down by the relevant gas, water, fire and electricity utilities. Also any regulations and conditions etc. laid down by the local authority, Fire Officer, the Health and Safety at Work Executive, etc.

British Standards
Materials are to be of the best quality consistent with the character of the Works. Materials are deemed to be specified in the following order of priority unless otherwise indicated:-

- Complying with the latest British Standard;
- Complying in general with British Standards.

BREEAM
Agree MEP provisions towards achieving a BREEAM 'Good' rating for the project.

Workmanship
Generally all workmanship and materials used should be according to the best principles of the trade to which the particular work belongs. In particular workmanship and materials should be to the appropriate latest editions of the British Standards, and the Local Authority and Utilities Requirements.

All exposed services and equipment, such as pipework and the like shall be installed true, plumb, and made good with a high degree of care and workmanship. Any items which do not meet this requirement in the opinion of the EA will be replaced at no additional cost to the contract.

Submit samples of all services items which are visible, e.g. - electrical outlets, radiators, etc., to the EA for approval. The finishes of all visible items shall be to the CA's approval.

Install anti-vibration mounting on all plant items with moving parts (e.g. fans, pumps, etc.) to minimise noise and vibration transmission.

Other Regulations and Codes
All materials and equipment shall be installed in accordance with the manufacturer's instructions and good practice.

All electrical equipment and installations shall comply with the 17th Edition of the I.E.E. Regulations.

Protection & Fixings
The Contractor shall ensure that all his on-going installations are adequately protected at all times.

Bright metal and electrical equipment shall not be exposed, or installed until the building is sufficiently advanced to give protection from the weather.

Works susceptible to corrosion shall not be installed where it will be subject to inclement weather or excess moisture.

Damage to such items in the manner described will require replacement at the Contractor's cost.

All fixings are to be approved by the structural engineer and are to comply with any manufacturer's instructions.

The Contractor shall be responsible for the supply and installation of all fixing and supports for their installation.

Concealed Works
The EA shall be given the opportunity to inspect all works to be buried or concealed prior to any permanent covering being applied. In no instance shall concealed or buried work be covered without being tested and witnessed by the Contractor and the EA in the manner described elsewhere within these Employer's Requirements.

Testing and Commissioning
The Contractor shall carry out the testing and commissioning work using trained and experienced engineers. For the purposes of testing and commissioning the Contractor shall provide all necessary skilled and unskilled labour and all instruments and testing equipment.

The adopted testing and commissioning procedures shall be at least those required by the CIBSE Commissioning Codes.

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Test the installation, including preliminary checks to ensure that all systems and components are in a satisfactory and safe condition before start-up, to demonstrate that the installation operates successfully on automatic control and provides the conditions/performance defined by the Employer's Requirements.

Record and submit testing/commissioning reports prior to completion and include approved copies in operating and maintenance manuals.

The Contractor shall give to the EA in writing, 7 days notice of the date after which he intends to carry out the tests as specified and shall permit the EA to witness the tests, if so required.

The Contractor shall notify the EA in writing when, in his opinion, the installations or parts thereof have been tested/commissioned and are satisfactory.

The Contractor shall then operate the installation or selected parts thereof in the presence of the EA (or his appointed representative) and shall make all specified tests and take all specified measurements to the satisfaction of the EA.

Should the tests or measurements fail to demonstrate that the plant and equipment installed by the Contractor is operating satisfactorily the Contractor shall repeat the commissioning and testing procedure to the satisfaction of the EA.

Maintain all records of tests, etc. on site for inspection by the EA if required.

Record Drawings and Operating & Maintenance Manuals
Manuals and drawings are to be compiled to enable the occupants to operate, maintain and extend/modify the installation.

Issue a draft of the manuals and drawings to the EA at least 1 month prior to completion for comment.

The Contractor will be responsible for the safe running, operation and maintenance of the installations until the requirements of this section have been satisfactorily completed. Practical Completion will not be given until the Record Drawings and Manuals have been issued in their final form.

Three copies of the manual and drawings are to be provided at Practical Completion. The contents of each manual shall include:-

1. A schedule of all equipment and plant giving a description, manufacturer's model number, serial number, manufacturer's name, address, and telephone number.

2. Manufacturer's descriptive and technical leaflets and operating and maintenance recommendations placed in order and indexed.

3. A brief description of the overall running of each system written in a manner suitable for a non-technical person unfamiliar with the installation to understand.

4. Day-to-day operating instruction in respect of each service, all safety equipment and procedure in the event of alarm and breakdown.

5. Complete set of A1 prints of the record drawings protectively sleeved and bound in.

6. Maintenance routines on a daily, weekly, monthly etc. basis for each item of equipment and installation, this section to include manufacturer's advice and recommendations.

7. Test certificates and commissioning reports.

8. Maintenance Log Book - this shall be completed each time any work/inspection is carried out.

Record drawings included in the Employer's manual are to include:-

a) Schematics scheduling all plant and equipment.

b) Plans and elevations scheduling the plant and equipment and the routes of all cables, conduits and pipework, including all access points that have been provided.

c) Co-ordinated drawings of the mechanical and electrical installations, including incoming services.

d) Wiring diagrams of all equipment installed indicating the distinction between the Contractor's wiring and the manufacturer's wiring with terminals fully numbered. Drawings shall be co-ordinated and cross referenced to indexing of the manuals.

This complete set of information shall be bound in a hard back A4 ring binder with title page indicating job title, document title, Contractor's name and address and job reference number and Employer's name and address. The job title and project name shall be printed on the front and the spine of the binder.

Handover

On completion of testing and commissioning and following successful demonstration to the EA and the Employer that the installations are complete and will run successfully, instruct the Employer in the operation of all systems to his satisfaction. This shall be done at a meeting on site, at which the Employer and his representatives will be present and the relevant operating and maintenance manuals shall be available. Before the meeting is arranged the Contractor shall have produced record drawings and had them approved. The Contractor shall attend three further meetings during the defects period at times to be agreed with the EA. These meetings shall provide the Employer with the opportunity to discuss the installations and clarify any issues which have arisen since handover.

The Contractor shall provide the following equipment at handover:

1. Any specialist tools necessary for the correct and ready maintenance and adjustment of any item of plant or equipment;

2. Operating and maintenance manuals and record drawings;

If Practical Completion is allowed before the Contractor has discharged his handover responsibilities, they shall be entirely responsible for the safe running, operation and maintenance of the installation until such time as these duties have properly been completed.

Description of Drawing Types

SKETCH DRAWINGS means line diagrams and layouts indicating basic proposals, location of main items of plant, routes of main pipes, air ducts and cable runs in such detail as to illustrate the incorporation of the service within the installations and to illustrate that the Employer's Requirements have been met.

DESIGN DRAWINGS means schematic and layout drawings indicating all items of equipment/plant and their relationship to each other, and all pipe/duct routes clearly marked and sizes indicated. These drawings are to be produced in sufficient detail to enable the EA to check that the Contractor has correctly interpreted the Employer's Requirements for the installations.

CO-ORDINATION & DETAILED DRAWINGS means drawing showing the inter-relationship of two or more systems, their allotted positions and their relationship to the remainder of the building works and building fabric. The drawings shall be in such detail as to demonstrate that each service will be properly separated from each other and the building fabric, and that they can be satisfactorily installed and maintained.

BUILDER'S WORK DRAWINGS means drawings and/or schedules showing architectural and/or structural work required and necessary to facilitate the execution of the installations and their integration into the remainder of the works by the Contractor. These drawings shall also show the locations of access panels in ceilings, ducts, etc. required for initial commissioning and regular maintenance.

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INSTALLATION DRAWINGS means drawings based on the design drawings and/or co-ordination drawings showing details of the Contractor's Proposals for the execution of the works. Ensure such drawings and details relate, where appropriate, to builder's work drawings.

SHOP/FABRICATION DRAWINGS means drawings produced for the purpose of explaining how the components of the designed installation are to be fabricated and assembled.

EQUIPMENT DRAWINGS means drawings produced by a manufacturer or equipment supplier detailing principle dimensions, fixings, connections and all other relevant details.

CONTROLS DRAWINGS/WIRING DIAGRAMS means drawings and/or schematic details of components showing the control layout with each item uniquely identified including a brief description of the controls operation and associated interlocking.

AS-INSTALLED DRAWINGS means installation drawings, equipment drawings, etc., marked up as the work proceeds to indicate the as-installed works. These marked up drawings are then used to produce the Record Drawings as necessary.

RECORD DRAWINGS means drawings, diagrams and schedules, etc., prepared from the marked up installation and co-ordination drawings (as-installed drawings) showing the installation as finally executed.

Builders Work
Ensure that all relevant builderswork information is provided to the structural engineer in good time to enable them to provide any structural design input relating to this.

Provide fire protection of service penetrations where necessary. Fire zones are specified by the architect.

Maintenance
Allow for the maintenance of the installations described in this document for 12 months following the date of Practical Completion. Provide a programme detailing the schedule of maintenance visits by the Contractor.

Include for planned preventative maintenance, including routine checks and adjustments, to keep the installation in efficient working order.

Allow for all items of plant and equipment including spare parts, lubrication and all consumables.

Allow for, in addition, time as required to visit site to discuss and investigate reported operational problems, and completing a site log book detailing all work carried out in response to complaints.

Include for 24 hour callout for emergency repairs with 4 hours maximum response time. An alternative Contractor will be used to carry out these repairs, at the Contractor's cost, if the Contractor fails to provide this emergency service.

Plant warranties shall run from 12 months from the date of Practical Completion.

6 Existing Services

General:

Currently, there are a number of existing main services which rise from the lower levels of the building to serve existing occupied areas at podium level and also the residential areas in the upper levels of the building.

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As previously stated, the intention is to complete the Works with the tenants remaining in occupation of the building. This will require maintaining the main services at all times or where this is not possible, ensuring that any interruption is agreed with the EA prior to any work being carried out.

It may be necessary to reroute some services to enable the general construction works to be carried out. A visual survey of the main services in the lower levels has been carried out and information provided based on this survey. It is however, the Contractors responsibility to carry out their own survey and make their own assessment of how they will achieve no, or minimal, interruption of the main services to the existing residential areas.

Surveys:

A number of surveys have been carried out and these are scheduled in Schedule J4614/A(64)502. The Contractor shall use these for guidance only and shall carry out any further surveys or checks required to enable them to progress the design and the Works.

Copies of survey information from surveys carried out by a number of specialist companies are attached in Appendix B.

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Part 3

Requirements for Contractor's Proposals

Part 3 CONTRACTOR'S PROPOSALS

110 The following clauses define the type and detail of information that is required to be submitted as part of the Contractor's tender. The sum total of this information will form the Contractor's Proposals.

120 The Contractor's Proposals shall comply with all the provisions of the Employer's Requirements.

130 Any divergence between the Employer's Requirements and the Contractor's Proposals shall be resolved in the manner laid down in the Conditions of Contract.

140 The Contract Sum Analysis is to be appended to the Contractor's Proposals in the format set out in the Employer's Requirements. Notwithstanding the descriptions and computations contained in the Analysis the Tender Sum shall be deemed to fully cover the carrying out and completion of the design, execution and commissioning of the works and setting to work.

150 The Contractor must provide statements with the tender which shall substantiate his proposals in particular provide the following information:

Completed Contract Sum Analysis

Responses to the Quality questions

RBK00018809/200

BLYTHE Peter

From:	Katie Bachellier [redacted]
Sent:	27 February 2014 17:15
To:	BLYTHE Peter
Cc:	Simon Lawrence; Steve Blake; Zak Maynard; Peter Arnold
Subject:	FW: Grenfell Tower - Tender Clarifications ACTION REQUIRED
Attachments:	Rydon Response to queries submitted 27.02.14.xls
Importance:	High

Dear Peter,

Further to your email, as requested please find attached responses to your queries on our tender for Grenfell Tower.

We trust everything is in order and we look forward to hearing from you.

If you have any further queries, please do not hesitate to contact me.

Kind Regards,

Katie Bachellier, BA (Hons)
Senior Estimator
[redacted]
Rydon Maintenance Ltd
Rydon House, Station Road, Forest Row, East Sussex, RH18 5DW.
www.rydon.co.uk

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From: BLYTHE Peter [redacted]
Sent: 25 February 2014 18:26
To: Simon Lawrence
Cc: Claire Williams [redacted]; Jenny Jackson [redacted]; CASH Simon; BOOTH Philip; LIM Chweechen
Subject: Grenfell Tower - Tender Clarifications ACTION REQUIRED
Importance: High

Dear Simon,

Please find attached a letter clarifying a number of tender qualifications that were raised by yourselves and the other tenderers. You will also find attached your tender clarifications that we have numbered for your ease of reference in the letter.

Please note that this letter requires a return to clarify your position by 5pm on the 27th February.

Can you please acknowledge your receipt of this letter and your intention to respond within the required timeframe.

RBK00018809/201
RBK00018809_0201

Kind regards,

Peter

Peter BLYTHE
Assistant Project Manager
ARTELIA UK
High Holborn House - 52-54 High Holborn • WC1V 6RL • Holborn • United Kingdom
[redacted] • www.uk.arteliagroup.com
Artelia UK is accredited to ISO 9001, ISO 14001 and OHSAS 18001

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RBK00018809_0202

Number	Our comment	Rydon Comment
1	Please withdraw this comment in its *entirety*. *We require the* tender to be an unconditional offer which is capable of acceptance by the Employer.	We agree with the wording of the contract, when read in conjunction with your tender clarification 6 and 14. We assume that the contract documents will be amended to reflect these clarifications. We would be happy to assist in providing a mark-up to achieve this.
2	Please withdraw this comment in its entirety. The conditions of contract, wording of the bond and ancillary documents were provided to you in full in the tender documentation. There was an opportunity to raise any query during the tender process. Any revisions will not be considered at this stage.	In relation to the ancillary documents and in accordance with standard industry practice, we would request that the parent company guarantee reflects that the guarantor has the like liability as the contractor. Please see attached document, which we have previously agreed with Trowers and Hamlins.
4	The land title documentation was contained in Appendix H. If you require any further information please revert to us either (a)stating exactly what you require or (b) withdrawing this qualification in its entirety.	Qualification Withdrawn
5	We are not clear what your reference to "staged payments/ milestone schedules" refers to. The payment provisions were set out in full in the tender documentation and revisions will not be considered at this stage. **Please withdraw this qualification in its entirety.**	Qualification Withdrawn
8(a)	Your qualification states that asbestos is excluded from the Tender Sum. This is incorrect as there is a provisional sum of £100,000 in relation to asbestos in the Provisional Sums. **Please withdraw this qualification in its entirety.**	Qualification Withdrawn
8(f)	The Employers Requirements state that the Contractor shall be responsible for the discharge of planning conditions. **Please withdraw this qualification in its entirety.**	Qualification Withdrawn
9	Noted but please note that this will not be evaluated as part of the tender evaluation.	Noted
10	Noted but please note that this will not be evaluated as part of the tender evaluation.	Noted
Financial Queries		
You provided the following lump sum figures for '*Any other works not included, Contractor to define*':		
a)	Section B2 Superstructure Works at £32,250.00	This item relates to works to the existing lifts.
b)	Section B2 Internal Finishes at £193,993.00	This item includes internal fittings such as sanitaryware, doors & ironmongery.
c)	Section B7 Electrical Installation at £24,962.00	This sum relates to sub-contractor preliminaries.
d)	Section B7 Mechanical Installation at £317,792.00	This sum includes working drawings, O&M manuals, temporary services, BWIC mechanical and sub-contractor prelims.
e)	Based on the information issued to you the fees for the novated team should equate to £217,625.00. However in your tender summary the figure included under this heading is different to that above. Please confirm that you have allowed for the difference elsewhere within your tender.	We confirm that the difference has been included against 'fees - other'.

BLYTHE Peter

From: BLYTHE Peter
Sent: 05 March 2014 10:19
To: 'Katie Bachellier'; Simon Lawrence
Cc: Steve Blake; Zak Maynard; Peter Arnold; LIM Chwee chen [redacted]; BOOTH Philip
Subject: RE: Grenfell Tower - Tender Clarifications ACTION REQUIRED
Attachments: Rydon Response to queries submitted 27.02.14.xls

Dear Katie and Simon,

Thank you for your response to the tender clarifications.

Regarding response number 2 in the attached document, our comment is:

The successful tenderer will be required to use the Parent Company Guarantee form provided in the tender documents – this template was taken from Appendix 2 of the JCT Contract. We will not accept any major clause changes to this document. As per my phone conversation with Simon Lawrence on Monday 2nd March 2014, please confirm the removal of this comment.

Please also note that you Professional Indemnity Insurance should be £10,000,000 as per JCT Clause 6.12, rather than £5,000,000 as stated in your Form of Tender. Should your tender be successful we will require you to increase your Professional Indemnity Insurance to this effect.

Kind regards,

Peter

From: Katie Bachellier [redacted]
Sent: 27 February 2014 17:15
To: BLYTHE Peter
Cc: Simon Lawrence; Steve Blake; Zak Maynard; Peter Arnold
Subject: FW: Grenfell Tower - Tender Clarifications ACTION REQUIRED
Importance: High

Dear Peter,

Further to your email, as requested please find attached responses to your queries on our tender for Grenfell Tower.

We trust everything is in order and we look forward to hearing from you.

If you have any further queries, please do not hesitate to contact me.

Kind Regards,

Katie Bachellier, BA (Hons)
Senior Estimator
[redacted]
Rydon Maintenance Ltd
Rydon House, Station Road, Forest Row, East Sussex, RH18 5DW.
www.rydon.co.uk

RBK00018809/204
RBK00018809_0204

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From: BLYTHE Peter [redacted]
Sent: 25 February 2014 18:26
To: Simon Lawrence
Cc: Claire Williams [redacted]; Jenny Jackson [redacted]; CASH Simon; BOOTH Philip; LIM Chweechen
Subject: Grenfell Tower - Tender Clarifications ACTION REQUIRED
Importance: High

Dear Simon,

Please find attached a letter clarifying a number of tender qualifications that were raised by yourselves and the other tenderers. You will also find attached your tender clarifications that we have numbered for your ease of reference in the letter.

Please note that this letter requires a return to clarify your position by 5pm on the 27th February.

Can you please acknowledge your receipt of this letter and your intention to respond within the required timeframe.

Kind regards,

Peter

Peter BLYTHE
Assistant Project Manager
ARTELIA UK
High Holborn House - 52-54 High Holborn • WC1V 6RL • Holborn • United Kingdom
[redacted] • www.uk.arteliagroup.com
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BLYTHE Peter

From:	Katie Bachellier [redacted]
Sent:	06 March 2014 14:44
To:	BLYTHE Peter; Simon Lawrence
Cc:	Steve Blake; Zak Maynard; Peter Arnold; LIM Chweechen; BOOTH Philip; Alan Sharrocks
Subject:	RE: Grenfell Tower - Tender Clarifications ACTION REQUIRED
Attachments:	Rydon Response to queries REV A submitted 06.03.14.xls

Peter,

Further to your e-mail please see attached our revised response to your comments.

We confirm that we have withdrawn our qualification regarding the wording of the Parent Company Guarantee and that our our PI Insurance will be increased to £10 million should our tender be successful.

If you have any further queries regarding our bid, please do not hesitate to contact me.

Kind Regards,

Katie Bachellier, BA (Hons)
Senior Estimator
[redacted]

From: BLYTHE Peter [redacted]
Sent: 05 March 2014 10:19
To: Katie Bachellier; Simon Lawrence
Cc: Steve Blake; Zak Maynard; Peter Arnold; LIM Chweechen; BOOTH Philip
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[redacted] • www.uk.arteliagroup.com
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SAFETY WEEK
March 17-21, 2014

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Importance: High

Dear Peter,

Further to your email, as requested please find attached responses to your queries on our tender for Grenfell Tower.

We trust everything is in order and we look forward to hearing from you.

If you have any further queries, please do not hesitate to contact me.

Kind Regards,

Katie Bachellier, BA (Hons)
Senior Estimator
[redacted]
Rydon Maintenance Ltd
Rydon House, Station Road, Forest Row, East Sussex, RH18 5DW.
www.rydon.co.uk

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Kind regards,

Peter

ARTELIA INTERNATIONAL

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ARTELIA
INTERNATIONAL

SIMON LAWRENCE
RYDON
RYDON HOUSE
STATION ROAD
FOREST ROW
EAST SUSSEX, RH18 5DW

25TH FEBRUARY 2014

Dear Simon,

We are currently reviewing the tenders and note that all tenderers have made qualifications to their tenders. To ensure that the competition is fair and transparent we have reviewed the qualifications from all tenderers and confirm to all tenderers that the following are accepted.

1. The tender sum is exclusive of VAT
2. The drawings as set out in the tender documentation will be provided free of charge to the successful contractor in CAD format.
3. Any costs associated with the removal of Japanese knotweed or other similar hazardous vegetation (including any unavoidable delay directly attributable to the removal of the same) will be met by the Employer
4. Any costs associated the removal of unexploded ordnance (including any unavoidable delay attributable to the removal) will be met by the Employer
5. Any costs associated with the discovery of any archaeological artefact (including any unavoidable delay attributable to the investigation , recording and removal of the same) shall be met by the Employer
6. Any costs associated with any existing contamination of the site shall be met by the Employer provided that if any contamination is caused by the Contractor (or, if made worse by the unreasonable actions of the Contractor) then the costs (or any such additional costs) shall be borne by the Contractor
7. The Employer shall be responsible for the appointment of the CDM Co-ordinator and all the fees payable to such CDM Co-ordinator
8. The Employers Requirements assume that both the internal and external faces of the windows will be cleaned from the inside
9. The Employers Requirements do not allow for heating in the corridors or communal spaces with the exception of the heating required in the reception on the ground floor and within the new office space
10. Any costs associated with the employment of a party wall surveyor (and any associated fees) shall be met by the Employer
11. Any costs associated with the S106 Agreement shall be borne by the Employer
12. The Employer will be responsible for any additional costs in the event that any waste material arising from the site is not inert material with the exception of the allowance for asbestos within the provisional sum provided that the Contactor has taken all reasonable steps to segregate the same
13. There is no Employers Requirement to provide any new parking spaces outside the site boundary or on the public highway
14. The Employer takes responsibility to ensure that any issues relating to "rights of way", legal covenants and "rights of light" have been considered and resolved as part of the existing scheme. If issues arise as a result of any amendment or modification of the Employers

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Tubs Hill House, London Road, Sevenoaks TN13 1BL - Tel: +44 (0)1732 471 520 - Fax: +44 (0)1732 462 476
Registered Office: Tubs Hill House, London Road, Sevenoaks, Kent TN13 1BL
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Requirements by the Contractor then the Contractor shall be responsible for the resolution of these and all associated costs

15. The Contractor should use best endeavours to achieve HQS certification but planning, building regulations and statutory regulations will take precedence.
16. The project should be priced based on all tender information issued and all tender query responses
17. The Employers Requirements do not contain a requirement for a sprinkler system, pressurised systems or firefighting lifts. Please note that the lifts are currently firefighting lifts and need to retain this capacity
18. The Employers Requirements do not require the Estate roads to be adopted. Any works undertaken must be in accordance with the provisions of the Employers Requirements
19. Planning approval has been obtained. In the event that the contractor proposes any amendment to the Employers Requirements during the course of the project the Contractor shall be responsible for any required revisions to such planning permission and the timely discharge of any conditions relating to such revised permission
20. The tenderers shall assume that all existing internal services to which connections need to be made are in full working order and, where appropriate, have been tested and certified to current regulations
21. The Employers Requirements do not specifically require:
    - Any diversions of electrical mains
    - A new substation

However, if the Contractor makes any revisions to the Employers Requirements during the course of the project which result in any of the above being required, then the cost of such provision shall rest with the Contractor

22. Clause 2.26.14 of the Contact shall be reinstated and the Contractor shall be entitled to an extension of time in the event of a force majeure.
23. The Employer will grant licences to working areas where retaining structures are required for the site boundaries.
24. The Employer will be responsible for the preparation of the legal agreements for the S185 and S278 Agreements and the Employer will be responsible for all associated legal fees.
25. The Employers Requirements do not contain a requirement for pumping, attenuation or any flood prevention measures.
26. The Employers Requirements do not contain any requirement to remove or lop any existing trees. In the event that the Contractor requires the removal of lopping of any existing trees in order to gain access to the site or for temporary facilities then the arrangement and cost of such works shall be at the Contractors cost.
27. The Employer shall be responsible for the fees associated with the S106 Planning Agreement and the CIL costs.
28. If a 10% Performance Bond is requested then the figure shall be reduced to 2.5% on Practical Completion and it shall expire on the issue of the Certificate of Making Good Defects.

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The above removes the requirement for items 3, 6, 7, and 8 (b) – (i) on the attached schedule which sets out your tender qualifications. We would be grateful for your written confirmation by 5pm on the 27th February that these qualifications are now removed.

Our comments on the remaining qualifications are as follows:

Number	Our comment
1	**Please withdraw this comment in its entirety.** We require the tender to be an unconditional offer which is capable of acceptance by the Employer.
2	**Please withdraw this comment in its entirety.** The conditions of contract, wording of the bond and ancillary documents were provided to you in full in the tender documentation. There was an opportunity to raise any query during the tender process. Any revisions will not be considered at this stage.
4	The land title documentation was contained in Appendix H. If you require any further information please revert to us either (a)stating exactly what you require or (b) withdrawing this qualification in its entirety.
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8(f)	The Employers Requirements state that the Contractor shall be responsible for the discharge of planning conditions. **Please withdraw this qualification in its entirety.**
9	Noted but please note that this will not be evaluated as part of the tender evaluation.
10	Noted but please note that this will not be evaluated as part of the tender evaluation.

Your response to the points in the above table is required by **5pm on the 27th February**. The above points are significant and – if not withdrawn – will result in the decision being taken that your tender is not compliant with the Employers Requirements and will therefore not be considered further.

Clarifications

In addition to the resolution of the qualifications referred to above we need clarification on the following elements of your commercial submission:

- You provided the following lump sum figures for '*Any other works not included, Contractor to define*':
  a) Section B2 Superstructure Works at £32,250.00
  b) Section B2 Internal Finishes at £193,993.00
  c) Section B7 Electrical Installation at £24,962.00
  d) Section B7 Mechanical Installation at £317,792.00

  Please can you clarify what additional work you have allowed for.

- Based on the information issued to you the fees for the novated team should equate to £217,625.00. However in your tender summary the figure included under this heading is different to that above. Please confirm that you have allowed for the difference elsewhere within your tender.

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Yours sincerely

PETER BLYTHE
ASSISTANT PROJECT MANAGER
ON BEHALF OF KENSINGTON AND CHELSEA TMO

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INTERNATIONAL

	Rydon:	Comments
1	• This offer is subject to contract.	
2	• If Rydon's tender is under consideration, Rydon would need to discuss the conditions of contract, wording of the bond and other ancillary documents.	
3	• Tender is exclusive of VAT.	
4	• Rydon would wish to see the land title documents before commenting on wayleaves, easements and rights of way.	
5	• Staged payments/milestone schedules	
6	• Rydon has priced the scheme as drawn and assume it complies with the Employer's special requirements.	
7	• Rydon requested drawings to be made available in CAD format and reports to be assigned to them with no charge should they be successful in securing the project.	
8	• The following are excluding from the tender sum: - (a) Asbestos *(Artelia note: there's already a provisional sum of £100k in the tender)* (b) Party wall surveyors, fees or works (c) Rights of light surveyors, fees of works, insurance or compensation (d) Japanese Knotweed (e) Section 106 payments or commuted sums in respect of any adoption agreement. (f) Planning fees (g) Ordnance removal (h) Costs or delays associated with archaeological interest (i) Contamination	
9	• Rydon's supply chain partners are advising that there are further significant cost savings that could be achieved.	
10	• Rydon have made provision for a management trainee, 3 craft apprentices and 20 places on their LiveTrain trade skills programme for employment opportunities for local residents.	

Enhancements and Improvements to Grenfell Tower

Tender Query Log
Issue: 13
Dated: 7th February 2014

Clarification / query number	Clarification / query	Comment / response	Documents to be revised
Queries raised on the site visit on the 5th December			
Basement			
B1	Are the existing flats being remodeled?	*No, there will be internal works to the heating system and new windows inserted but the flats will not be remodelled.*	
B2	Will all of the flats be occupied during heating works?	*Yes, the flats will be occupied during the works.*	
B3	Will the existing boilers be removed from the basement?	*No. It was confirmed that the existing boilers will continue to serve the finger blocks so will not be removed. The additional boilers will just feed the tower.*	
Boxing Club			
BC1	What will happen to the boxing club during the works?	*It was clarified that the boxing club will be relocated within the building at the Walkway level. The new boxing club will have 3 No. rings and associated facilities.*	
BC2	What will happen to the area where the boxing club is currently located?	*The current location of the boxing club will form part of the new nursery.*	
Void Flat (Flat 145)			
VF1	Is the layout of flat 145 typical?	*Yes, the layout of the void flat that contractors where showed around (flat 145) is typical of the two bed flats.*	
VF2	Is the pipe work going to stay as it currently is?	*The TMO are currently talking to the residents regarding this question. The other possibility is that they may be boxed in. We will confirm the answer when a decision is made.*	
VF3	How are the TMO planning to charge residents for heating?	*Please refer to the answer to question 6 at the Bidder's Conference below.*	
VF4	What is behind the panels by the windows?	*The One Bed Flat Survey drawing (No. SEA (02) 030) that*	*IMG_1015, IMG_1016,*

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RBK00018809_0218

		was provided shows the make-up of the existing façade. Please also so the extra photographs that have been provided within the Architectural folder in Appendix A for further detail.	*IMG_1017, IMG_1019, IMG_1020, P1020023-1*
VF5	Where will the Heat Interface Unit and meter be located?	*It was confirmed that the HIU would be in the kitchen cupboard where the Elson unit currently is. It I still to be decided where the meter will be located depending on the outcome of conversations with the residents to decide how heating will be charged.*	
VF6	What is the plan for the tails of the radiators?	*The radiator tails will be capped off at skirting level.*	
VF7	Will this flat (Flat 145) be available for use as a mock up?	*Yes. It was confirmed that Flat 145 will be available for use as a mock up.*	
Lift Lobby			
LL1	Are the lobbies going to be redecorated?	*No, it was confirmed that the lobbies will not be redecorated.*	
LL2	Is there a requirement for respite for the residents?	*Yes, the contractor will be required to provide respite to the residents during the works. It is suggested that the void flat will be used and that the area should provide respite facilities for at least 10 residents.*	
LL3	Will new heating risers be required?	~~*Yes, new heating risers are required. There will be a single heating riser for each flat. It was confirmed that the pipes will encroach into the lobby.*~~ *Yes, new heating risers are required. The main risers will be located within the common lift lobbies from Walkway +1 to Roof Top Plant Room Level. The lower podium levels have a different arrangement. Please see Max Fordham T(90) series drawings for more information.*	
LL4	What lift access will the contractor have?	*It was confirmed that the contractor will not have use of both lifts at the same time and that the times available for use can be found within the tender documents.*	
Roof			
R1	Will the satellite dishes still be in place during the cladding works?	*It was confirmed that there is a new IRS system for the tower*	

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		and the dishes will not be connected by the time that works begin. Any remaining dishes are to be removed during the works as they will no longer be connected.	
R2	What is on the top of the roof?	~~*It was confirmed that the upper level of the roof is flat and that no works are required up there.*~~ *There may be minor works required to the roof area due to the relining of the flue.*	
R3	Is there a BREEAM requirement for this project?	*Yes. It was confirmed that the project needs to reach BREEAM Good and that a pre-assessment has taken place which can be found in Appendix G.*	
Walkway			
W1	Are the galvanised external pipes currently used for heating and will they need to be diverted?	~~*No, it was confirmed that the external pipes at the Walkway level is a soil pipe and it will stay where it is.*~~ *Visible within the external area of Walkway Level there are 2x soil vent pipes as marked on Max Fordham R(11) series drawings and a number of heating flow & return pipes. The SVPs ventilate the stacks serving facilities at lower levels and connect to the main vent stacks at high level within Walkway +1. These facilities will become redundant as a result of the refurbishment works. These are to be removed. The heating pipes are for the perimeter heating in the offices within Walkway +1. This heating system is independent from the main distribution system and will be removed as part of the works and the pipes will therefore become redundant. These pipes are to be removed.*	
W2	Will the external canopy above the entrance to the tower be removed?	*Yes, the canopy will be removed.*	
W3	Is the only vehicular access to Grenfell Tower via Grenfell Road?	*Yes, it was confirmed that the only vehicular access is via Grenfell Road.*	
W4	Does the project include any Decent Homes Work?	*It is confirmed that there is no Decent Homes work involved in the works as our surveys have*	

		established that relatively few properties were in need of new kitchen and bathroom fittings.	
Queries raised at the contractors information event on the 5th December			
1	Have you been in contact with any specialist companies regarding the smoke extraction system?	*Yes, we have been in contact with Actionair regarding the specification of the dampeners which is reflected within the mechanical schedule. However the contractors must make their own arrangements regarding the specialist advice available.*	
2	Are there any current problems with parts of the property over-heating? Are these issues addressed in the outline design?	*Yes, there are some problems with overheating. These are due to problems with the existing heating system. Many of the non-return valves are not operating correctly due to a history of poor maintenance and heat is escaping into the screed. This should be addressed when the new installation is operational. The fenestration proposed takes into account the heating proposed.*	
3	Does the Client have any minimum storage levels in the water tanks in the event that there is a disruption to the mains water supply or the electric supply which enables the water to be pumped to the high level tanks? Does the Client have a policy of moving residents on a temporary basis if there is a major interruption to the water supply?	~~*There are no contingency plans to move residents on a temporary basis. The existing tanks on the roof have sufficient capacity to maintain a water supply for 24 hours. Part of the scope of works is the refurbishment of the tanks and this will enable one tank to be isolated and cleaned whilst the other tank maintains supplies. The Client is reluctant to increase the storage capacity as this may lead to insufficient turn over levels leading to water quality issues.*~~ *The tanks are sized to provide 24 hours of storage for the tenants. These tanks are to be retained and refurbished as part of the works, including refurbishing all associated retained valves. The intention is that the capacity of storage available is to remain the same as it is now, with the ability to isolate and drain down one or more of the tanks in the future if water quality tests suggest that this would be beneficial.*	

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4	Has the option of taking a pipe from the incoming potable water main direct to the kitchens?	*This has been considered and discounted. Please price on the basis of the works as specified.*	
5	It is noted that there is an allowance of £222 for the installation / renewal of fans in the kitchen and bathroom. Has the option of including an MEV been considered as an alternative?	*This allowance is for the cleaning of the bathroom extract duct work within each existing flat and the replacement of the grille. It is mentioned on p33 of the 'Employer's Requirements for MEP Services'.* *Please submit your tender on the basis of the works as specified. On the schedule of alternatives please indicate a price for the installation of an MEV and all associated works if this is considered a practical option. The tender will be evaluated on the price for the specified scope of works but the Client may elect to change the scope to an MEV following contract award.*	*A revised alternative costs schedule has been uploaded to SharePoint. Therefore please delete the old Part 5 Contract Sum Analysis and use the New Contract Sum Analysis uploaded into part 5.*
6	How do residents currently pay for the heating? Would it be beneficial for the Client to ask for payment according to usage; hence being able to demonstrate an equitable heating policy?	*Currently heating costs are allocated in accordance with the size of the property. It would be beneficial to be able to charge according to actual usage and discussions are on-going with residents with regard to this. However this is an on-going discussion and will not be resolved in the next few months as it may require revision to the existing lease arrangements with the leaseholder residents. Please submit a tender on the basis of the scope of works as set out in the tender documentation. It would be useful to have a cost for the installation of meters for each individual property however this will not be taken into account in the evaluation. The Client may elect to accept this alternative option following contract award.*	*A revised alternative costs schedule has been uploaded to SharePoint. Therefore please delete the old Part 5 Contract Sum Analysis and use the New Contract Sum Analysis uploaded into part 5.*
7	Have you thought about the possibility of using a storage cylinder rather than an HIU in the flats?	*This has been considered and discounted. Please price on the basis of the works as specified.*	
8	There is a disparity between the required U-Value for the windows. The BREEAM report states 1.4 and the documentation provided by Max Fordham says 1.6. Can you please confirm the correct figure?	*We clarify that the correct U-Value for the windows are 1.6 for the windows and 1.5 for the solid panels as per the NBS found in Appendix A.*	

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9	Can you please confirm the level of BREEAM retention? Is it £25k or £50k?	*We can confirm that the figure for BREEAM retention is £25k (please see Preliminaries page 2A/27 and JCT Contract page 37, clause 4.18A).*	
10	There is reference to Leadbitter being the Principal Contractor in the BREEAM Assessment. Please can you explain this?	*At the time that the BREEAM Assessment was prepared we were considering appointing Leadbitter as the principal contractor by calling off their services from the IESE Framework. Following several months of discussions there were concerns regarding costs and a decision was made to obtain a price following a competitive tender.*	
11	Please advise what action needs to be taken regarding the existing satellite dishes on the exterior of the building.	*The contractor is requested to remove these. The Client will write to the residents to advise that this action will be taken.*	
12	There is mention on the Internet of Grenfell Tower being affected by Power Surges. Has this problem now been resolved?	*There was a series of power surges earlier this year. The cause of these surges was traced back to a problem with the incoming electrical mains. These mains have now been replaced and there has been non re-occurrence of the problem.*	
Queries raised via email			
1	In the spec you have specified Wicona for windows and curtain walling. In the past we have used Schuco or Metal Technology, would you have an objection to us pricing an alternative to Wicona?	*Suppliers of products that are equal in performance and appearance to those specified will be acceptable. However, our investigations found that the Schuco product could not offer the casement width designed. It is important that contractors submit a compliant bid, and identify separately any alternatives they would like to put forward.*	
2	We have M & E drawings, an acoustic specification, a quotation from SCCI Alphatrack and IRS information, but do not have a detailed M & E specification. Can you confirm whether or not it is your intention to issue this document, or whether we are to assume that all works are as specified on the drawings.	*There is a detailed M & E specification on the shared site. It is entitled 'Employer's Requirements for MEP Services – 19 Nov 13' and the exact location is below:* *Part 2 – Employers Requirements > Section B – Specification and Design Requirements.*	
3	Some observations regarding the M & E drawing issue;	*That is correct, all of the drawings form part of the tender issue package, but there were*	

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	1) We have received a copy of drawing no. J4614/A(64)502 Rev 2 (three pages). This drawing does not appear in Max Fordham's drawing issue sheets. A(64)502 does appear on the first page of the issue sheet. 2) We have received copies of drawing nos. 4614 R(11)00_099 to 105, revision T3. These drawings do not appear in Max Fordham's drawing issue sheets. I cannot see the R(11) drawings on the issue sheet either. 3) We have received copies of drawing nos. J4614 V(90)01-250/T1 and 251/T1. These drawings do appear in Max Fordham's drawing issue sheets, but are shown as unissued. Do you know why this is the case? We will assume that these drawings are intended to form part of the tender issue package.	*some inconsistencies on the Issue Sheet.* *A new M&E Issue Sheet, entitled 'tender issue sheet_final' has been uploaded. This document replaces the old Issue Sheet which is not called '20131129 Issue Sheet OLD'. The new Issue Sheet can be found in Appendix A, M and E.* *To be clear, no further drawings have been uploaded but the Issue Sheet is now complete and includes all of the issued M&E drawings.*	
4	Electric Meters for the new build flats are shown within the flats adjacent to the Consumer units. This is now an unusual arrangement, is this correct?	*Please proceed as detailed in the drawings.*	
5	Are we to assume that the large protruding 'skirt' structure surrounding the tower at walkway level is to be removed? The demolition drawings (series 1279(04)121 to 124) make no mention of the removal of this structure.	*Yes the existing steel and acrylic/polycarbonate canopy is to be removed.*	
6	<u>S12 Hot and Cold Water – New System</u> The issued Employer's Requirements document states: Low water use fittings shall be installe d in all new areas of the building. We understand that Flow Restrictors are required on all Sanitary Fittings. Please advise if this is the correct interpretation.	*This is the correct interpretation.*	
7	<u>T32 Low Temperature Hot Water Heating</u> Tender Query Log Issue 1 – Item VF2 states: '...Is the pipe work going to stay as it currently is? The TMO are currently talking to the residents regarding this question. The other possibility is that they may be boxed in. We will confirm the answer when a decision is made...'	*For pricing purposes please assume that all high level pipework and vertical drops are to be boxed in, with skirting level runs left exposed.*	

	If the LTHW pipework is to remain exposed within the dwellings, then no thermal insulation will be required. However, thermal insulation will be required to any sections that should be boxed-in. Please advise which scenario should be assumed for pricing purposes.		
8	<u>T32 Low Temp Hot Water Heating - Distribution Pipework & Valves:</u> The issued Employer's Requirements document states: '*At each floor level, branch pipes connect the risers to the flats and other heated areas. This pipework shall be stainless steel using a "cold joining" connection method to avoid hot works as described earlier in section S12 Hot and Cold Water.*'It is not common practice to use Stainless Steel Pipework for this purpose; the cost implications would be significant.Would it be acceptable to utilise Red Steel instead?	*For the purposes of this tender please price on what is in the specification (stainless steel).*	
9	<u>U10 General Ventilation - Refuse Lobbies:</u> The issued Employer's Requirements document states: '*Access to the refuse chute is currently provided from Walkway +2 upwards.* *Additional access to the refuse chute will be provided on Walkway +1.* *The ventilation system will be extended down to Walkway +1 level to provide general supply and extract ventilation* *to the newly formed refuse chute access rooms.*' The issued tender drawings do not show the existing ductwork that is to be extended; please advise.	*Approximate location/diameter of duct work is shown adjacent to the rubbish chute on both MF T[90]12 series drawings and on Architect's backgrounds. This is a mechanical supply/extract system which extends from the fans within the roof top plant room to Walkway +2 level. Supply & extract grilles are to be installed in the new rubbish chute lobby at Walkway +1 level and these are to be connected into the existing ducts.*	
10	<u>U10 General Ventilation - Kitchen Ventilation – Existing Flats:</u> The issued Employer's Requirements document states: '*The kitchens shall be ventilated by a panel mounted extract fan. The fan s hall be switched locally*'. The issued Mechanical Equipment Schedule doesn't make reference to the particular fan model required; please advise.	*This has been covered in more detail on the reissued Mechanical Schedule (rev T5). Please see clarification number 16 for details of where this is saved.*	
11	Kompan Limited (your specified Play Equipment Sub-Contractor) has issued the following query: The Q52 specification (items 310 to 314) does	*See landscape addendum. The details of this addendum are given in answer 15 below.*	

	not match the drawings. Are we just being asked to quote for the four items or our equivalents for the entire area?		
12	We understand that essentiall,y the NBS specs are essentially to serve as the Employer's Requirements for this project. Bearing this in mind, please onfirm quite how NBS Section R10 relates, as there appear to be no external uPVC rainwater goods on this contract. Similarly NBS item L20.680 relates to Hormann (UK) Limited up-and-over garage doors, although there appears to be no requirement for these items on the drawings.	*There will be some small downpipes associated with the canopies.* *New Garage doors indicated on 1279(05)211*	
13	The drawing .PDF titled 1279 SEA (04) 200 – Flat Type 1 – One Bedroom, appears to be a second copy of drawing no. 1279 (04) 202 – Flat Type 3 – Mezzanine 1 Bed. Could you issue the correct version of drawing no. 1279 (04) 200, as a matter of urgency please.	*Drawing no. 1279 (04) 200 has been uploaded. The old drawing is now called '1279 (04) 200 OLD' and the new drawing is called '1279 (04) 200 NEW'. The updated drawing can be found within the Architectural Folder in Appendix A.*	
14	We are in receipt of your tender opportunity for Grenfell Towers and would request that you consider an extension to the current return date (Friday 31st January 2014) of two working weeks (at least) resulting in a proposed return date of Friday 14th February 2014 (or later). We have contacted our supply chain and in particular specialist work streams such as mechanical and electrical and are advised that they need additional time to complete their pricing. This combined with the considerable Christmas/New closure has resulted in an adverse affect upon the allotted tender period. In our opinion the granting of additional time to the tender period would greatly increase our capacity to produce and submit a comprehensive compliant tender document taking into account the complexity of the works and the logistical considerations which is all to the benefit of the Client. Please advise at your earliest opportunity whether an extension is to be granted so we may update our	*We have decided to extend the tender period by one week. Therefore, **the Tender Return date is now noon on Friday 7th February**.* *The deadline for asking queries is now three days before this new tender return deadline.*	

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	supply chain and bid partners of your decision.		
15	New Issue – Landscape Addendum	*A landscape addendum has been uploaded. The old documents have all been marked as 'OLD' and the new documents can be found in the landscaping folder, within the architectural section of Appendix A.* *The new documents that have been issued are:* 1. *2013.12.17 130. 02 Plant* 2. *BS5837 Tree Survey* 3. *Document Issue Sheet GT 03 NEW* 4. *Landscape T4 SPEC* 5. *MWA_130_501 GA_18_12_13* 6. *MWA130_502 Edging* 7. *MWA130_504 Tree Pit* 8. *MWA130_505 Standard Details* 9. *MWA130_508 demolition plan* 10. *MWA 130_509 tree removals* 11. *MWA_130_510 Planting_18_12_13*	
16	**New Issue – Mechanical Schedule and Heating Schematic**	*An updated **Mechanical Schedule Z[--]500** (rev T5), an updated LTHW schematic **T[--]01_251**(rev T3) and a corresponding **Issue Sheet** have been uploaded. They can be found in the M and E folder within Appendix A. The old documents have been marked 'OLD' and the three new documents have been marked 'NEW' for simplicity.*	
17	**New Issue – Planning Decision Notice**	*The planning decision notice was issued on 10th January. The document can be found within Appendix B.*	
18	Please confirm the requirements for NBS item K13.146 (Altro Whiterock Wallcoverings). Drawing no. 1279(42)100, revision 00 suggests that no Altro Whiterock wallcoverings are required for this contract.	*K13/146 is redundant*	
19	Please advise which areas are to receive the Kingspan Raised Access Flooring, as specified in NBS Section K41.	*K41 is redundant and can be ignored in its entirety.*	
20	NBS item N10.241 refers to 'Dim-Out Blinds' to be supplied and installed by Levolux. Drawing no. 1279(72)105,revision 00, however refers only to Levolux 760L blinds, as NBS item N10.240. Please advise	*N10/241 (Black out blinds) is redundent.*	

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	where the 'Dim-Out Blinds' are required.		
21	Ref Glass Reinforced Concrete Column Cladding. The specified sub-contractor/supplier, Hering UK LLP has withdrawn completely from the United Kingdom market (NBS Section H40 refers). Their response attached explains their decision in more detail. <u>We therefore request the issue of a Provisional Sum to cover this element of the works.</u>	*Please refer to clause H40/131 for an alternative*	
22	Please see below a short statement regarding the acoustic performance of the partitions/details and their locations. Ø detail P10E - there is a discrepancy between the NBS spec (36Rw dB) and drawing 1279(22)100 rev00 showing acoustic rating 42Rw dB. The correct one is 36Rw dB as per the NBS spec. The other wall build up details have the correct acoustic rating Ø the highlighted (in red) section of the wall between the office and the play area on the ground floor (attached drawing: J4614 A(90)_001 revT1)must have 50Rw dB acoustic rating and not 40Rw dB to provide the required continuous acoustic separation between the rooms. The rest of the walls have the correct locations with regards to acoustic ratings	*"1 - Partitition type P10E - See revised drawing 1279 (22) 100 Rev 01* *2 - This is a discrepancy between the acoustic and architect's drawings. The acoustic engineer's drawing is to apply. "*	
23	Please advise the location of the works to which the Flowcrete specified works are to apply. NBS items M10.130, M10.131 and M10.132 refer.	*"The contractor will need to make their own assessment of the extent and type of screeds required.* *GF - where u/f heating is shown a full floating screed as M10/130, as shown on (43)110 would be required. We do not have cores to the floors elsewhere at this level and believe a thin leveling screed was used when the existing reception was created in 1993.* *Mezz - We do not have cores to this level. Existing screeds could perhaps be retained. A thin-bed screed (M10/132) or powerfloat will need to be used on on the new floor slabs so as to minimize the floor build and headroom issues.* *Walkway - The exisiting floor build up is removed to accommodate the timber floor in the boxing. It may be necessary*	

		to lay a tapered screed in the rest of the boxing - passage and changing areas - to bring the floors level. We cannot assess the requirement without site levels. *Walkway +1 - The existing screeds to the residential floors appear to be 50mm so we have included for Isocrete Fast-K . Screed choice at this level is more flexible because of the available headroom. "*	
24	Please advise the location of the works to which the 3M Roofing System specified works are to apply. NBS items J31.120 refers.	*New roof coverings were omitted from the scope at a late stage so this clause is now redundant.*	
25	Please advise the location of the 'Purpose Made Balustrades To External Walkway', as specified in NBS item L30.551. This work does not seem to appear on the drawings.	*The Purpose Made Balustrades To External Walkway was omitted from the scope at a late stage so this clause is now redundant.*	
26	NBS item N10.310 relates to 1000mm x 1000mm loose laid matting to the boxing club (by Pavigym UK @ Escape Fitness Limited). Please advise how many of these mats are required. NBS item N10.350 relates to heavy duty stainless steel corner guards (by Construction Specialities(UK) Limited). Please advise how many of these corner guards are required.	*1 - The club will be fitting out their space. N10/310 is redundant.* *2 - Please allow for 10no. Pairs. Location to be agreed.*	
27	In the pursuit of an Eco funding offer from British Gas, we require a property list which details flat numbers, bedroom types and Leaseholder info. Please could you forward such a schedule or direct us to where it may be found within the ITT.	*Please refer to the spreadsheet' Grenfell composition for energy funding'. This has been added to Appendix A.*	
28	Drawing no. 1279(04)101, revision 00 refers to partitions ref. P10L. We require the issue of a specification for this partition type, as it is missing from NBS Section K10.	*See amended drawing 1279 (22) 100 for P10L wall type. (2hr, non-acoustic). The old drawing has been renamed "1279 SEA (22) 100 - Partition Types OLD" and the new drawing is located in the architectural section of Appendix A along with the new issue sheet titled "1279-SE LLP_ Drg Issue_ER 140115".*	
29	The lighting layouts on Max Fordham's drawing differ substantially to the layouts on the Architects Reflected Ceiling Plans. Max Fordham's drawing do not show new lighting to the upper floors lift lobbies, whereas new lighting is shown on the Architect's Reflected Ceiling Plans.	*New lighting is required to the lift lobbies on the upper floors. For this reason, please allow the Architect's RCPs to take precedence in this matter.*	

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	Please advise which take precedence.		
30	We presume that the new partitions to the existing lift lobbies shown on drawing no. 1279(04)105/00 are to be as NBS item K10.128. As the following NBS items do not seem to appear on the drawings, we presume that they are to be ignored: K10.135, K10.155, K10.180. K10.185 & K10.186.	*1- No. all ducts will need to be fire-stopped at each level. New partitions in existing lift lobbies to be wall types P10A.* *2-K10/135 Shaftwall - optional to the masonry duct for the smoke vent at Walkway +1.* *3- K10/155 refers to linings to metal studs. Ref Wall Type P10J on (22)100.* *4- K10/180 Wall lining to curtain wall - isolated areas in Concierge and Nursery* *5- K10/185 Wall lining (adhesive) - this is used extensively to enclose existing concrete walls and columns. See tag P25A.* *6- K10/186 DriLyner RF. Extent subject to condition of existing walls this bonded furring system may be required.* *PLEASE NOTE AMENDMENT ON REVISED DRAWING:* *P10J & P10K - has been revised to show double stud construction*	
31	We write to advise you that Leaderflush and Shapland have declined to provide a quotation for the supply of their doorsets (see text reproduced below). As they are a specified supplier, we require the urgent issue of a Provisional Sum to cover this element of the work. NBS items L20.410, L20.411 and L20 412 refer.	*A provisional sum is not in the client's interest and equivalent doorsets from a number of suppliers would be acceptable, eg:* *- Soundcraft,* *- David Smith St Ives Ltd* *- Premdor*	
32	**New Issue – Crown Alternative**	*A new drawing titled "1279 SEA (06) 111 – Crown" has been added to the architectural section of Appendix A. The drawing shows an alternative to the crown which we would like the contractors to price.* *Please note that this is an extra drawing and does not replace an old drawing.*	
33	Please advise to what does the 'P05A', 'P05B' and 'P25B' noted on drawing 1279(04)103/00 adjacent to the fair faced blockwork to the Boxing Club refer?	*P05A is Blockwork as F10/255* *P05B is Blockwork to F10/255 with render and tiling up to mid height as shown on (05)117* *P25B is Gyplyner as (22)100. This will require additional structure, or a suitable C or I Stud.*	
34	Please advise where the 'Aircrete Partitions' are located. (NBS item F10.356 refers).	*This item is no longer required*	

35	Please advise where the 'Ancon Stafix' ties are located. (NBS items F30.220 refers). There are no cavity walls.	*This item is no longer required*	
36	Please advise where the cavity wall ties are located (NBS item F30.225 refers). There are no cavity walls.	*This item is no longer required*	
37	Please advise where the cavity wall ties are located (NBS item F30.225 refers). There are no cavity walls.	*As above*	
38	Please advise where the 'Ancon IHR-V Head Restraints' are located (NBS item F30.250 refers). There are no 100mm thick partitions.	*Ancon IHR-V is suitable for 100 or 140 block walls.*	
39	We presume that the dampcourse specified in item F30.330 is to be located in the new walling shown on drawing no. 1279(05)200/00.	*A DPC will be required for this wall.*	
40	<u>T32 Low Temperature Hot Water Heating</u>: LTHW Pump Ref P1: Schedule of Mechanical Equipment states the duty (10l/s) but not the resistance; please advise.	*The resistance is approx. 70 kPa.* *Please note that all sizes and duties stated are approximate and are for tender purposes only. The contractor shall make final selections of plant based on their fully developed design.*	
41	The specified screen and speech contractor, Sonic Windows has declined to provide a quotation for their works (see below). NBS item N10.111 refers. We therefore require the issue of a Provisional Sum to cover this element of the works. *Dear Sir, I am very sorry but on this occasion we are unable to supply a quotation. Regards Tracy Hoy Sonic Windows Limited 01424 223864*	*Sonic were initially interested when contacted. Alternative Suppliers for the screen include:* *- Essex Safety Glass Ltd Tel 01376 520061* *The following can do both screen and Speech transfer:* *- KS Security Screens 01732 861 520* *- Safetell 01322 223233*	
42	<u>W60 Controls Specification :</u> The header is in the specification but then there is no W60 enclosed.	*The reference to W60 Controls is erroneous and should be omitted.* *The individual services sections describe the control requirements for each service.*	
43	Structural Engineer's Drawings Generally - The Structural Engineer's Drawings refer to a Steel Pergola Structure adjacent to the New Playground Elevations. As this work does not seem to appear on the Architect's Drawings, we assume that it is not required.	*Pergola is shown on elevation drawing (05)103 (cut) and (06)122. Allow for pergola as indicated on Structural Engineer's drawing*	
44	Structural Engineer's drawing no. LO1212-003, revision T4 makes reference to: 1) Entrance Canopies in Abeyance. We presume that, as they are 'In Abeyance', that they are not to be included.	*1) The canopies are an integral part of the design. Ref Studio E drawings (05) series, (06)112, (06)121, (06)122. Allowance for the canopies shown should be included.* *2) Section N-N*	

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	2) Section N-N relating to external balustrading. As this work does not appear on the Architect's Drawings, we assume that it is not required. 3) Section X-X. This reference appears in two entirely different locations. We assume that the item in the top right hand corner of the drawing is to be ignored. 4) Existing Vents Altered – Refer to Architect's Detail. May we have a copy of this detail, please. 5) New 203 UC46 Offset from wall.....in Abeyance. We presume that as this work is noted 'in abeyance', that it is not to be included. 6) D159 Steel Roof Decking. Please advise to what this note refers. 7) We assume that dry-packing is not required above the steelwork. (There is a requirement on the Ground Floor drawing, but no such requirement seems to exist on the mezzanine level).	*(LO1212_009_Details) refers to internal balustrade. Ref Studio E drawing (06)121. The existing external stair is internalised with new curtain walling.* *3) A similar detail applies in both locations.* *4) Ref Studio E drawing (06)122 & Elevations (05)100,101,102 & 103* *5) Drawing reference not given. Note on LO1212_003 reads: ".. in abeyance pending detailed M&E information." There are existing and possibly new services on the walls which will require a steel trimmer offset from the wall for the new floor slab. As the detail design of the services is to be undertaken by the contractor, you will need to make allowance for necessary builder's work.* *6) This refers to RoofDek D159 by TATA Steel, or similar approved roof metal deck.* *7) Dry packing is required in all locations where new steel is used to support existing structure.*	
45	Structural Engineer's drawing no. LO1212-004, revision T5 makes reference to: 1) Entrance Canopies in Abeyance. We presume that, as they are 'In Abeyance', that they are not to be included. 2) Section N-N relating to external balustrading. As this work does not appear on the Architect's Drawings, we assume that it is not required. 3) We assume that dry-packing is not required above the steelwork. (There is a requirement on the Ground Floor drawing, but no such requirement seems to exist on the walkway level).	*1) As response to item 1 in question 44 above.* *2) As response to item 2 in question 44 above.* *3) Dry packing is required in all locations where new steel is used to support existing structure.*	
46	Structural Engineer's drawing no. LO1212-009, revision T3 makes reference to: 1) Section N-N relating to external balustrading. As this work does not appear on the Architect's Drawings, we assume that it is not required.	*1) As response to item 1 in question 44 above.*	
47	Further to our telephone conversation this morning, we hereby formally request a further extension of time of 1 week to Friday 14th February.	*We hereby agree to extending another week. **The tender deadline is now midday 14th February 2014***	

	As discussed, we consider this time essential for us to complete subcontract consultations resulting from RFI feedback.		
48	NBS item L10.650 relates to metal louvers to be installed at Walkway + 1 level by Renson Fabrications Limited. Can you advise where this work is shown on the drawings, please.	*"External ventilation shafts for basement area" - these are vents shown on all four elevations at ground/mezzanine, (05)100-103. These include replacement louvres to the free standing "low level vents", and any requirement to the Substation.*	
49	1) Door no. D03-10 (Type DR-02) – Drawing no. 1279 (32)100/00 implies that this door is timber, whereas the door schedule states aluminium – which is correct?	*This door should be painted timber*	
50	2) Is it the intention that door nos. D5-01 to D5-05, listed on the door schedule, are to repeat on all residential floor levels (i.e. 5 doors x 20 floors = 100 doors)?	***D5-01** is the access door the the new risers. This repeats on each floor = 20 no.* ***D5-02 to 05** is the access cupboard to the HIU in the existing 2 bed kitchen. (ref 1279 SEA (04) 201 - Flat Type 2 - Two Bedroom) 4 x 20 = 80no.* ***D5-06 & 07** is the access cupboard to the HIU in the existing 1 bed. (1279 SEA (04) 200 - Flat Type 1 - One Bedroom) 2 x 20 = 40no*	
51	3) Door no. D3-02 (New Dry Riser) seems to be missing from the Door Schedule.	*D3-02 Has been added to the schedule, as well as D3-07, 14 & 15 (riser cupboard doors)*	
52	4) Door no. D3-13 does not appear on the floor plans.	*D3-13 is a high level louvre connecting the stair to the AOV. Note requirement for fire rated duct over kitchen and toilet. Refer to RCP (35)10 and section (06)100 Door Schedule revised.*	
53	5) Door no. D4-23 is shown on the floor plan as a timber door (to a bathroom), but is shown on the door schedule as DR-20, which is aluminium!	*D4-23 is door type DR-06 which is a timber FD20S door. No aluminium is mentioned.*	
54	NBS item P20.180 states that Pendock Profiles are to be installed in accordance with drawing nos. (04)200, (04)201 and (42)200. There are no Pendock Profiles shown on drawing nos. (04)200 & (04)201 and drawing no. (42)200 shows standard profile layouts. Please advise where the Pendock Profile pipe encasement is to be installed.	*No Pendoc profiles are currently proposed to the 1 Bed flats. In addition to (04)201, please see RCP (35)105 - the grey bands indicate pendock profiles. The product codes/sizes are annotated adjacent to each, although as noted on (42)200 the final detail is subject to M&E contractor's choice on pipe and pendoc support.*	
55	Drawing no. 1279(04)104/00 seems to be missing door numbers to one of the flats (top right hand corner). May we have a corrected copy of this	*Please see revised proposed Walkway +1 Plan and Door schedule. Missing doors have been added to the schedule.*	

	drawing, as it is impossible to cross reference it with the door schedule without this information?	*The new drawing is entitled '1279 SEA (04) 104 Rev01 - Proposed Walkway+1 Plan NEW' and the replaced drawing is now called 'OLD'.* *The new door schedule is called '1279 SEA (32) Door Schedule Rev01 NEW' and the old one has been labelled 'OLD'.* *A revised drawing issue '1279-SE LLP_ Drg Issue_ER 140124' has also been provided.*	
56	Please confirm that no work is required to the existing lift installation.	*New lift doors are to be cut into the lift shaft at Mezzanine and Walkway +1. The controls will need to be amended to permit the lift to stop at these levels.*	
57	We have received the following query from your specified sub-contractor, SCCI Alphatrack:' *Until Kensington and Chelsea advise what residents require access to 13 wire IRS, we don't know how much of the system needs to be upgraded. This could range from 1 to 3 cabinets depending on the take up*'. - Tom Chesterman, Contracts Manager	*TMO are still trying to understand which residents are using channels which are not on our communal system. The aim is to have the new boxes in place prior to the cladding work.*	
58	Contract Sum Analysis item 9/2 reads: 'Asbestos removal based on Asbestos Survey in Appendix A'. This appendix includes an asbestos report for flat no. 145, which advises us that there is extensive asbestos present throughout the flat. If we read the item in the CSA as it stands, then ALL this asbestos, together with ALL the asbestos to the 119 other flats is to be removed. As we don't believe that this is your intention, can we ask that you clarify what asbestos is to be removed, and what is not.	*Any asbestos that will be disturbed by the work will be removed, but any asbestos not due to be disturbed by the works will not be removed.* *It was not our intention to remove in the occupied floors but we believe it will be necessary to remove any asbestos at GF, M, W & W+1 levels. All removal of asbestos will be agreed with the contractor.*	
59	Please advise to what steelwork NBS Section M61 (Intumescent painting) refers. We do not believe that the design of the steelwork leaves any steelwork uncovered, which effectively makes this section redundant.	*L1212_002 shows structural UB's to the u/s of the ground floor, ie exposed within the plant room. the Integrity of all floor slabs will need to be minimum of 60 minute, but possibly 2 hours at Ground and Walkway +1. The contractor may decide to use steel at the upper level which will need protection.* *Building Control may require protection to the Mezzanine beams as the ceiling beneath is just lay-in-grid.*	
60	We presume that the 'Brick Faced Retaining Wall' shown on drawing no.	*The brick faced retaining wall is outside the contract boundary*	

RBK00018809/234

	MWA130/501, revision 01 is to be carried out by others, as it is right on the boundary of our site, and we have no details of its construction (item 22 on the drawing). As there is no reference to a detail between the wet pour play surfacing and the soft landscaping areas, we assume that a detail similar to NBS item Q10.203 will be required.	*and will be completed by others.* *The edge detail between wet pour and soft landscaping would be as Q10.203.*	
61	We have received a query from one of the specified doorset suppliers - any assistance in a suitable response would be greatly appreciated: The doors and frames are down as full factory finished, however for some of the frames on the L20 you have specified Maple. Is this meaning you are looking to paint over a maple frame? If so this is a massive over speccing for timber that won't be seen. Secondly, the frames are down as split frames on the L20 but no wall depths have been given this would be impossible to price. If you would like split frames please provide a frame section drawing and wall depths.	*In response to this question a revised NBS and door schedule has been uploaded onto SharePoint.* *The NBS is called '**1279 Grenfell NBS 30Jan14**' and the new door schedule is called '**1279 SEA (32) Door Schedule Rev02**'. Please note that the old door schedule has been labelled 'OLD' and the new schedule has also been provided in excel format.*	
62	Please would you confirm if there is a page/word limit for question 1.1 of the Quality aspect of the tender?	*There is no page/word limit for the answer to question 1.1. This is because the question can be answered with a mix of an organogram and prose. Please consider that the question is worth 5% of the marks when deciding how much to write for the answer.*	
63	Clarification	*Please note that the existing Fire Alarm Panel for the finger blocks (Testerton Walk, Barandon Walk and Hurstway Walk) is located in the concierge office within Grenfell Tower. This is required to be relocated (position TBC) and kept operational during the works and reinstated within the new concierge office as part of the works.*	
64	We refer to the revised door schedule, and comment as follows: 1) There are two door nos. D4-42 – is this a duplication, or is one of the door numbers incorrect? 2) Door nos. D5-06 and 07 are referenced DR-30. As these doors are located within the flats , and DR-30 is a roller shutter, we believe this reference to be incorrect. Should they be DR-13?	*Please refer to revised schedule issued as an answer to question 61 above.*	
65	We need confirmation of the work to the 20 no. existing lift lobbies.	*Finishes inside the riser will not be necessary.*	

RBK00018809/235

	We believe that we are to include for the following works to all floors: 1) Partition to form new cupboard as specification K10.128, Partition Type P10K. 2) Timber skirting to both sides of new partition. 3) Door nos. D5-01, as drawing no. 1279(05)105/00 – (already confirmed – included for completeness). 4) Suspended ceiling as drawing no. 1279(35)105/00. 5) Electrical installation – New Lighting (already confirmed – included for completeness). 6) Decorations – Both sides of new partition, door, frame and skirting only. 7) Wall tiling - None. 8) Floorlaying - None.	*Redecoration to walls of lift lobbies required* *Floor finishes are not required* *Replacement of suspended ceiling where required.* *Otherwise correct.*	
66	We refer to Q&A response no. 28, and note that drawing no. 1279(22)100/01 now has two different wall types, both shown as P10E. Was the intention that the second reference was to be P10L? As it stands, we still don't have a specification for wall type P10L.	*Yes, new wall type P10L is the second one, or the last of the P10 types. Specification as detailed on drawing.*	
67	Your answer to query 24 states that roof covering works were omitted but drawing 1279(06)120 shows a new upstand being formed to the roof perimeter which is to be weathered with the 3m roofing system mentioned in NBS clause J31.120. Please could you clarify if we are doing these works?	*The general upgrade to the roof membrane to the tower is excluded from this contract. The Contractor will need to make provision for a kerb, coping and weather seal to the existing bituminous membrane. The height of this kerb will be to suit a future insulated roof build up.*	
68	We presume that we are only carrying out landscaping works which fall within the our site contract boundary as detailed on drawing MWA/A130/501 REV 04	*That is correct.*	
69	Drawing 1279(06)120 refers to a timber lining to the cill, reveals and head of the existing flat window openings following the replacement works, please would you confirm the exact details of the lining required.	*NBS Specification clause P20/240A refers to the proposed plywood lining. Details for existing flats shown on 1279(06)110, details 2 & 3 – full surround to match existing and 1279(06)120 shows the details to the new flats - Full surround at the mezzanine level; cill only at Walkway +1, with batten at window head for fixing of blinds by tenants.*	

Enhancements and Improvements to Grenfell Tower

We acknowledge receipt of the Tender Query Log Issue [13] and confirm that our tender figure will reflect the information contained therein.

Contractor Name:

Signed:

Signed by:

LIM Chweechen

From:	Simon Lawrence [redacted]
Sent:	16 July 2014 12:26
To:	BOOTH Philip; BLYTHE Peter; LIM Chweechen
Cc:	Zak Maynard; Simon O'Connor
Subject:	Grenfell Contract programme
Attachments:	Grenfell Contract Programme 14.7.14.pdf

Dear All,

Following yesterday's meeting please find attached our proposed contract programme. As we discussed there are some differences from the original tender programme and and some allowances I have made in order to accommodate the potential changes that have already been identified. To explain this further I have put together a summary of points below:-

Contract duration

The attached programme shows an overall duration of 75wks (9wks Pre-con and 66wks Construction) against a tender programme duration of 64wks (2wks Mobilisation and 62wks Construction). This means that there has been an additional 7wks Pre-Con due to the need for early cladding design changes and planning implications. Also there is an additional 4wks Construction period which has been brought about mainly by several items, a) not having vacant possession on week 1 of the Walkway Housing Office to enable the temporary public entrance works to commence and b) by moving the start date back to 2/6/14 it meant that the internal works to the flats would start the week before Xmas which I don't feel would be helpful to the residents. Therefore I've moved it back to start the second week after Xmas break. The first week back will allow us to contact the residents and prepare them for access on the following week.
Following a discussion with my director, Steve Blake, I am able to confirm that we are happy for our Prelim costs to stay the same as tendered which was based on a 62week construction period.

Future changes to work areas

- EMB Offices (mezzanine and walkway) into 2no. flats - I can confirm that we are aware that the Client is looking to replace the EMB offices as tendered into 2no. Flats. The programme duration for the internal fit out of these areas can accommodate either option without delays. However I will be progressing with the Temporary Residents tunnel at walkway level on the basis that we will not be cutting the floor slab for any internal staircases in the future.
- Landscaping - As the discussions are ongoing with regards to the final landscaping scope of works, boundaries, etc I have left the programme duration for this item the same as tendered. This will allow the Client time to decide on the scope of works without running the risk of effecting the overall programme duration. This is obviously providing the final scope of landscaping works is not more than originally tendered.

Should you have any questions on the above please let me know.

Regards

RBK00018809/238
RBK00018809_0238

Simon Lawrence, ACIOB, MInstLM
Contracts Manager
[redacted]
Rydon Construction Ltd

Rydon
www.rydon.co.uk

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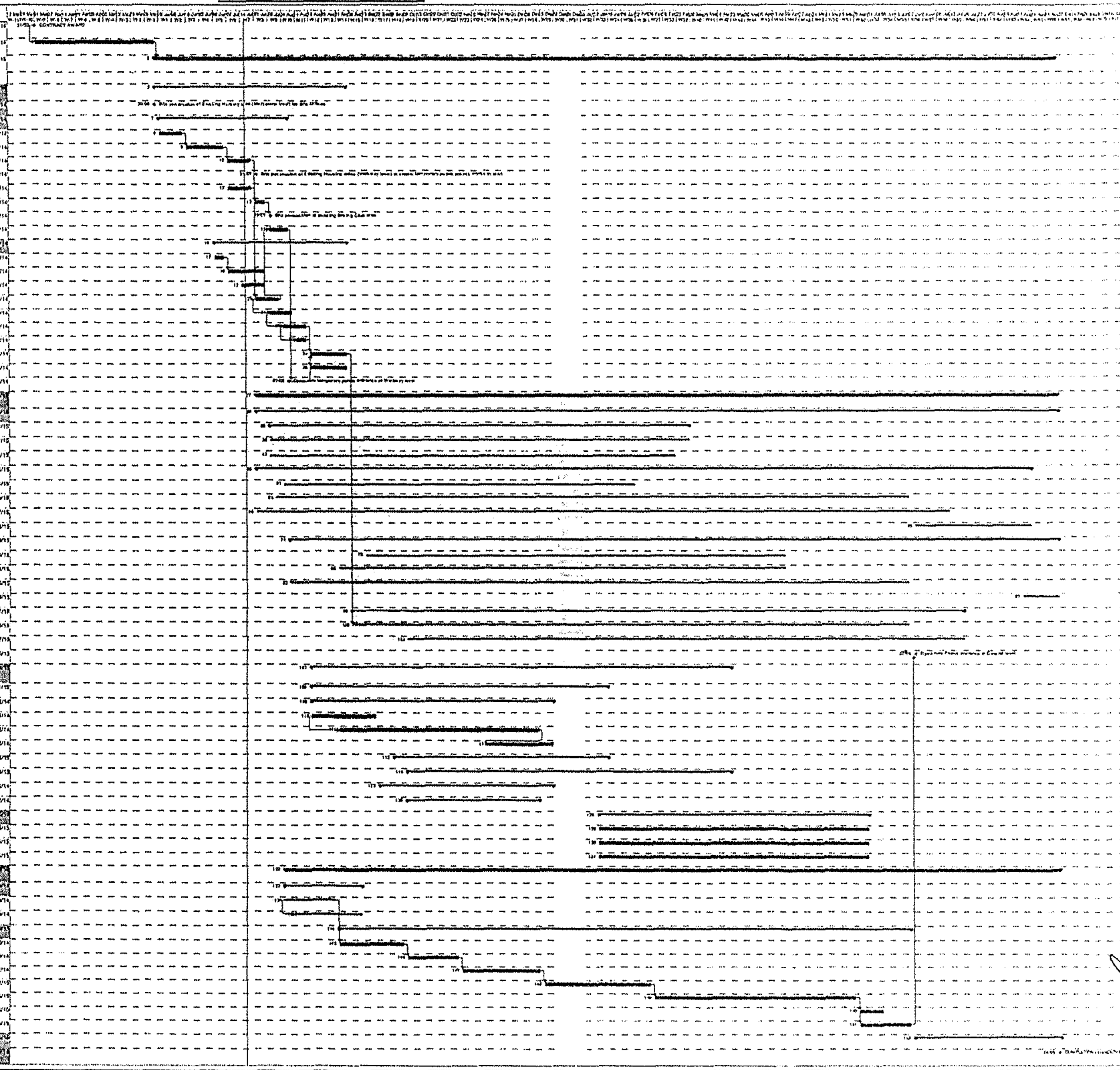
GRENFELL TOWER
CONTRACT PROGRAMME

Rydon

ID	Task Name	Duration	Start	Finish
1	CONTRACT AWARD	0 days	Mon 31/03/14	Mon 31/03/14
2	PRE-CONSTRUCTION AND PLANNING DESIGN PERIOD	9 wks	Mon 31/03/14	Fri 30/05/14
3	CONSTRUCTION PERIOD	64 wks	Fri 30/05/14	Fri 04/09/15
4				
5	ENABLING WORKS	[illegible]	[illegible]	[illegible]
6	Site possession of Existing Nursery area (Mezzanine level) by the Client	[illegible]	[illegible]	[illegible]
7	Decanting works	[illegible]	[illegible]	Wed 06/08/14
8	Estate Services Office refurbishment	2 wks	Mon 02/06/14	Fri 13/06/14
9	EMB Office refurbishment	3 wks	Mon 16/06/14	Fri 04/07/14
10	KCTMO housing team move into new offices	2 wks	Mon 07/07/14	Fri 18/07/14
11	Site possession of Existing Housing office (walkway level) to enable temporary public access works to start	0 days	Mon 21/07/14	Mon 21/07/14
12	Works to relocate boxing club at Lowerwood Court	2 wks	Mon 07/07/14	Fri 18/07/14
13	Boxing club move to new location	1 wk	Mon 21/07/14	Fri 25/07/14
14	Site possession of existing Boxing Club area	0 days	Mon 28/07/14	Mon 28/07/14
15	Fit out temporary fire rated public entrance walkway	8 days	Mon 28/07/14	Wed 06/08/14
16	Demolition & soft strip	30 days	Mon 23/06/14	Fri 05/09/14
17	Demolish ramp and reduce floor levels	2 wks	Mon 23/06/14	Fri 04/07/14
18	Remove steel canopies	15 days	Mon 07/07/14	Fri 25/07/14
19	Soft strip Walkway +1 offices	10 days	Mon 14/07/14	Fri 25/07/14
20	Soft strip Walkway Housing office	10 days	Mon 21/07/14	Fri 01/08/14
21	Soft strip Boxing club & Mezzanine Nursery	10 days	Mon 28/07/14	Fri 08/08/14
22	Demo Boxing club and mezzanine areas	10 days	Mon 04/08/14	Fri 15/08/14
23	Remove steel canopy - South elevation	5 days	Mon 11/08/14	Fri 15/08/14
24	Demo remaining Walkway level (walls and floor slabs) and Ground floor concierge and entrances	15 days	Mon 18/08/14	Fri 05/09/14
25	Demo existing stair, lift shaft and existing Housing office stairwell	15 days	Mon 18/08/14	Fri 05/09/14
26	Open new temporary public entrance at Walkway level	0 days	Thu 07/08/14	Thu 07/08/14
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Remodelling lower levels (Ground to Walkway+1)	[illegible]	Mon 21/07/14	Fri 04/09/15
[illegible]	Walkway +1 level (new flats and Lift lobby area)	28 wks	Mon 28/07/14	Fri 27/02/15
[illegible]	New Flats - 3no. 4 Bed & 1no. 3 Bed	28 wks	Mon 28/07/14	Fri 27/02/15
[illegible]	Lift lobby area	29 wks	Mon 28/07/14	Fri 20/02/15
[illegible]	Walkway level	273 days	Mon 21/07/14	Fri 31/07/15
[illegible]	Boxing Club	24 wks	Mon 04/08/14	Fri 30/01/15
[illegible]	Stairwell & gallery area	323 days	Thu 31/07/14	Fri 18/09/15
[illegible]	Lift lobby area	243 days	Mon 21/07/14	Fri 10/07/15
[illegible]	EMB Office	44 days	Tue 23/06/15	Fri 21/08/15
[illegible]	Mezzanine level	272 days	Thu 07/08/14	Fri 04/09/15
[illegible]	New Flats - 2no. 2 Bed & 1no. 1 Bed and EMB Office	19 wks	Mon 15/09/14	Fri 17/04/15
[illegible]	Lift lobby area	138 days	Mon 01/09/14	Fri 17/04/15
[illegible]	Stairwell & gallery area	217 days	Thu 07/08/14	Fri 19/06/15
[illegible]	Community Room	15 days	Mon 17/08/15	Fri 04/09/15
[illegible]	Ground floor level	45 wks	Mon 08/09/14	Fri 17/07/15
[illegible]	Concierge Entrance and Lobby Area	195 days	Mon 08/09/14	Fri 18/06/15
[illegible]	New Nursery	185 days	Mon 08/10/14	Fri 17/07/15
[illegible]	Open new Public entrance at Ground level	0 days	Mon 22/06/15	Mon 22/06/15
[illegible]	Internal Works - Communal	[illegible]	[illegible]	[illegible]
[illegible]	Mechanical	100 days	Mon 18/08/14	Fri 16/01/15
[illegible]	Communal heating works	90 days	Mon 18/08/14	Fri 19/12/14
[illegible]	Core holes drill through floors for riser pipe work	5 wks	Mon 18/08/14	Fri 19/09/14
[illegible]	Install Riser and Communal pipe work	15 wks	Mon 01/09/14	Fri 12/12/14
[illegible]	Install communal boiler, test and commission	5 wks	Mon 17/11/14	Fri 19/12/14
[illegible]	All other mechanical works	70 days	Mon 29/09/14	Fri 16/01/15
[illegible]	Communal heating works	116 days	Mon 06/10/14	Fri 20/03/15
[illegible]	Electrical	45 days	Mon 22/09/14	Fri 19/12/14
[illegible]	AOV System	30 days	Mon 08/12/14	Fri 12/12/14
[illegible]	Works in Tenants Flats	[illegible]	[illegible]	[illegible]
[illegible]	Install new electrical spur connections and door entry within flats	20 wks	Mon 12/01/15	Fri 29/05/15
[illegible]	HIU Install & domestic plumbing within flats	20 wks	Mon 12/01/15	Fri 29/05/15
[illegible]	Internal window blank finishes windows and trim (from inside the occupied flats)	20 wks	Mon 12/01/15	Fri 29/05/15
[illegible]	EXTERNAL WORKS	[illegible]	[illegible]	[illegible]
[illegible]	External access equipment - Scaffold and Mastclimbers	[illegible]	[illegible]	[illegible]
[illegible]	Erect mastclimbers	4 wks	Mon 04/08/14	Fri 29/08/14
[illegible]	Erect scaffold	25 days	Mon 11/08/14	Fri 12/09/14
[illegible]	Facade works	[illegible]	[illegible]	[illegible]
[illegible]	Survey & Setting out works	5 wks	Mon 01/09/14	Fri 03/10/14
[illegible]	Start drilling for support brackets	4 wks	Mon 06/10/14	Fri 31/10/14
[illegible]	Install insulation and grid work	6 wks	Mon 03/11/14	Fri 12/12/14
[illegible]	Install window frames (from external side)	6 wks	Mon 15/12/14	Fri 06/02/15
[illegible]	Install cladding panels	15 wks	Mon 09/02/15	Fri 22/05/15
[illegible]	Strike final sections of mastclimbers & scaffolding back	3 wks	Mon 25/05/15	Fri 05/06/15
[illegible]	Curtain walling and facade works to lower floors	4 wks	Mon 25/05/15	Fri 19/06/15
[illegible]	Landscaping	[illegible]	[illegible]	[illegible]
[illegible]	COMPLETION / HANDOVER	0 days	Fri 04/09/15	Fri 04/09/15



Contract Programme - 14th July 2014

INITIAL

Part 4

Employer's Provisional Sums

ARTELIA INTERNATIONAL

Ref	Description		£
	PROVISIONAL SUMS		
	Not withstanding SMM7R general rules, include all the following as defined provisional sums:		
A	The Contractor will be deemed to have made due allowance within his tender for all preliminaries costs including attendances and programming arising out of all of the following provisional sums.		
B	When considering the overall level of overheads and profit within his tender the contractor should not assume that all provisional sums will be expended in full.		
C	No claim for loss of profit will be considered in the event that work which is the subject of a provisional sum is not carried out under the Contract.		
D	Signage	Sum	20,000
E	Replacement of duct panels to Riser	Sum	20,000
F	Asbestos removal	Sum	100,000
G	Replacement of bathroom central extract fans	Sum	8,000
H	Replacement of rubbish chute central extract fans	Sum	3,000
I	Attenuation of boiler room supply fan	Sum	2,000
J	Attenuation of smoke system supply fan	Sum	2,000
K	Provision of ventilation grille to gas risers for each flat	Sum	40,000
	The value for the Provisional Sums is the Prime Cost and tenderers are to state here the percentage addition required for Overheads and Profit on the forgoing. The stated values of the Provisional Sums and percentage addition together comprise the Employer's contingency sum		
	Allow for where valuation cannot be made by reference to rates or pro-rata rates contained elsewhere within these Schedule		
J	Add for percentage on the Provisional Sums total of £195,000.00		
	@ ...12.5..... %	Sum	24,375
		To General Summary £	219,375

INITIAL

RBK00018809/242
RBK00018809_0242

Part 5

Contract Sum Analysis, General Summary

ARTELIA INTERNATIONAL

GENERAL NOTE ON CONTRACT SUM ANALYSIS

Tenderers have to complete their Contract Sum analysis in the format provided by this Pricing Schedule. The Tenderers have to price all area of works (B1 to B11) on an elemental basis as described in the Pricing Schedule so that the cost breakdown and total cost for each area works (B1 to B11) can be easily identified. The Pricing Schedule has not been prepared in accordance with SMM7R. These are composite items and only a general indication of the works involved. Tenderers to undertake and be responsible for their own measure. Please note that Tenderers should additionally price for all works shown and apparent from the tender drawings, schedules, room data sheets, reports and specifications enclosed. Should there be any discrepancies between the Pricing Schedule and tender drawings, schedules, room data sheets, reports and specifications , then the tender drawings, schedules, room data sheets, reports and specifications shall take precedence. In addition to the Contract Sum Analysis that must be submitted with the Tender, the Contractor is to supply a detailed quantified cost breakdown post tender when requested.

Tenderers have to complete Alternative Costs in the format provided by this Pricing Schedule. The Tenderers have to price all costs for Alternative Design Solutions as indicated in the Employer's Requirements. These costs shall not form part of the Tender Sum but the Employer reserve the right to proceed with some or all of these options if required and adjustment shall be made to the Tender Sum.

THE CONTRACTORS ARE NOT TO CHANGE ANY OF THE FORMULAE WITHIN THE CONTRACT SUM ANALYSIS. In the event that a revision is noticed, the Client reserves the right to disqualify the tender.

RBK00018809/244

ARTELIA INTERNATIONAL

Part 5 B1 - 7 units of Social Housing

Ref	Description	Qty	Unit	Rates	Total
1	**Substructure**				£0.00
1.1	Any other works not included above, Contractor to define				
1.2	Demolition (included within B11 External Works)	7.00	Nr		incl
2	**Superstructure**				£124,652
2.1	Frame (part included within B11 External Works)	15.12	tonne	£2,841.24	£42,955
2.2	Lower floors - steelwork and composite deck infill (included within B11 External Works)	1.00	item		incl
2.3	Core Alterations (included within B11 External Works)	1.00	item		incl
2.4	Upper floors - including infill slab and concrete up stand	1.00	item		incl
2.5	External doors, ironmongery	7.00	Nr	£554.70	£3,883
2.6	Internal walls and partitions, glazed screens	895.52	m	£65.00	£58,209
2.7	Internal doors, ironmongery	54.00	Nr	£363.05	£19,605
3	**Internal Finshes**				**£48,143**
3.1	Wall finishes	299.00	m2	£36.07	£10,785
3.2	Floor finishes	245.00	m2	£35.45	£8,686
3.3	Ceiling finishes	598.00	m2	£25.63	£15,327
3.4	Services encasement/boxing up	7	Nr	259.71	£1,818
3.5	Redecorating	1921.36	m2	6	£11,528
3.6	Any other works not included above, Contractor to define				
4	**Fittings, furnishings and equipment**				**£26,904**
4.1	General fittings, furnishings and equipment	7.00	Nr	£3,843.37	£26,904
5	**Services**				**£54,794**
5.1	Sanitary appliances	7.00	Nr	£1,918.18	£13,427
5.2	Electrical Installations				
5.3	Main and Sub-Main Distribution	7.00	Nr	£733.01	£5,131
5.4	General Lighting	7.00	Nr	£1,549.11	£10,844
5.5	General Purpose Power and Ancillary Power Installations	7.00	Nr	£1,577.16	£11,040
5.6	Controls and Electrical Wirings	7.00	Nr	£215.21	£1,506
5.7	Fire Detection and Alarm Systems	7.00	Nr	£316.54	£2,216
5.8	Facilities for the disabled	1.00	item		exc
5.9	TV and Communal Satelite	7.00	Nr	£1,197.16	£8,380
5.10	Disabled Toilet Alarm Systems	7.00	Nr	£321.29	£2,249
6	**Mechanical Services**				**£83,604**
6.1	Dry Riser	7.00	Nr	£2,109.70	£14,768
6.2	Heating Plant (inc Flues, Pressurisation etc.)	7.00	Nr	£2,099.74	£14,698
6.3	Hot Water Installation	7.00	Nr	£688.68	£4,821
6.4	Heating Installation	7.00	Nr	£4,621.85	£32,353
6.5	Mains Cold Water Installation	7.00	Nr	£1,285.48	£8,998
6.6	Mecahnical Ventilation	7.00	Nr	£1,138.00	£7,966
7	**Lift Services**	1.00	item	32,160.00	**£32,160**
				Total:	**£370,256**

RBK00018809/245
RBK00018809_0245

ARTELIA INTERNATIONAL

Part 5 B2- Works to existing 20-storey Flats and Common Area/Lift Lobbies and Refuse Chute

Ref	Description	Qty	Unit	Rates	Total
1	**Substructure**				**£26,906**
1.1	Any other works not included above, Contractor to define				
1.2	Demolition (included within B11 External Works)	1.00	item	£26,905.80	£26,906
2	**Superstructure**				**£72,514**
2.1	Internal walls and partitions, glazed screens	367.95	m	£53.65	£19,740
2.2	Internal doors, ironmongery	145.00	nr	£363.96	£52,774
3	**Internal Finshes**				**£75,844**
3.1	Wall finishes	89.00	m2	£36.05	£3,208
3.2	Floor finishes	380.00	m2	£51.17	£19,445
3.3	Ceiling finishes	726.99	m2	£25.73	£18,703
3.4	Services encasement/boxing up	20.00	Nr	£824.87	£16,497
3.5	Redecorating	1058.3	m2	£17.00	£17,991
3.6	Any other works not included above, Contractor to define				
4	**Fittings, furnishings and equipment**				**£218,386**
4.1	General fiitings, furnishings and equipment	120.00	Nr	£1,819.88	£218,386
5	**Services**				**£68,374**
5.1	Electrical Installations				
5.2	Main and Sub-Main Distribution	20.00	Nr	£1,524.96	£30,499
5.3	General Lighting	20.00	Nr	£1,318.38	£26,368
5.4	General Purpose Power and Ancillary Power Installations	20.00	Nr	£575.34	£11,507
5.5	Controls and Electrical Wirings				
6	**Mechanical Services**				**£955,758**
6.1	Heating Plant (inc Flues, Pressurisation etc.)	120.00	Nr	£2,099.77	£251,973
6.2	Hot Water Installation	120.00	Nr	£138.93	£16,672
6.3	Heating Installation	120.00	Nr	£4,000.74	£480,089
6.4	Mains Cold Water Installation	120.00	Nr	£761.67	£91,400
6.5	Mecahnical Ventilation	120.00	Nr	£785.41	£94,249
6.6	B.W.I.C with services including forming holes, etc	120.00	Nr	£178.13	£21,376
				Total:	**£1,417,782**

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ARTELIA INTERNATIONAL

Part 5 B3 - Nursery, Play Area, Meeting Room and Lobbies

Ref	Description	Qty	Unit	Rates	Total
1	**Substructure**				£25,187
1.1	Any other works not included above, Contractor to define				
1.2	Demoltion	1.00	item	£25,186.83	£25,187
2	**Superstructure**				£37,591
2.1	Core Alterations	1.00	item	£5,708.78	£5,709
2.2	Internal walls and partitions, glazed screens	265.82	m	£53.65	£14,261
2.3	Internal doors, ironmongery	21.00	Nr	£478.90	£10,057
2.4	Roller shutters	7.00	Nr	£1,080.57	£7,564
3	**Internal Finshes**				£31,405
3.1	Wall finishes	32.52	m2	£46.00	£1,496
3.2	Floor finishes	142.74	m2	£99.00	£14,131
3.3	Ceiling finishes	420.80	m2	£30.00	£12,624
3.4	Services encasement/boxing up	1.00	item	£842.43	£842
3.5	Redecorating	385.3	m2	£6.00	£2,312
3.6	Any other works not included above, Contractor to define				
4	**Fittings, furnishings and equipment**				£22,398
4.1	General fiitings, furnishings and equipment	1.00	item	£22,031.45	£22,031
4.2	Blinds	3.00	Nr	£122.19	£367
5	**Services**				£92,817
5.1	Sanitary appliances	1.00	item	£8,347.68	£8,348
5.2	Electrical Installations				
5.3	Main and Sub-Main Distribution	1.00	item	£1,861.66	£1,862
5.4	General Lighting	1.00	item	£65,804.94	£65,805
5.5	General Purpose Power and Ancillary Power Installations	1.00	item	£13,058.41	£13,058
5.6	Fire Detection and Alarm Systems	1.00	item	£3,744.77	£3,745
6	**Mechanical Services**				£18,298
6.1	Heating Plant (inc Flues, Pressurisation etc.)	1.00	item	£3,310.34	£3,310
6.2	Hot Water Installation	1.00	item	£1,207.07	£1,207
6.3	Heating Installation	1.00	item	£10,270.83	£10,271
6.4	Mains Cold Water Installation	1.00	item	£1,901.73	£1,902
6.5	Mecahnical Ventilation	1.00	item	£1,608.00	£1,608
				Total:	**£227,697**

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RBK00018809_0247

ARTELIA INTERNATIONAL

Part 5 B4 - EMB Offices, Community Meeting Room, Kitchen, Lobbies and Store Room and Staircase

Ref	Description	Qty	Unit	Rates	Total
1	**Substructure**				**£16,902**
1.1	Any other works not included above, Contractor to define				
1.2	Demoltion	1.00	item	£16,902.00	£16,902
2	**Superstructure**				**£60,961**
2.1	Core Alterations	1.00	item	£26,380.00	£26,380
2.2	Internal walls and partitions, glazed screens	2.00	nr	£9,918.25	£19,836
2.3	Internal doors, ironmongery	107.45	m	£70.00	£7,522
2.4	Roller shutters	11.00	Nr	£656.64	£7,223
3	**Internal Finishes**				**£24,517**
3.1	Wall finishes	51.26	m2	£46.00	£2,358
3.2	Floor finishes	259.57	m2	£47.00	£12,200
3.3	Ceiling finishes	236.25	m2	£28.00	£6,615
3.4	Services encasement/boxing up	1.00	item	£243.62	£244
3.5	Redecorating	443	m2	£7.00	£3,101
3.6	Any other works not included above, Contractor to define				
4	**Fittings, furnishings and equipment**				**£12,089**
4.1	General fittings, furnishings and equipment	1.00	item	£9,144.00	£9,144
4.2	Blinds	16.00	Nr	£184.06	£2,945
5	**Services**				**£14,371**
5.1	Sanitary appliances	1.00	item	£3,333.00	£3,333
5.2	Electrical Installations				
5.3	Main and Sub-Main Distribution	1.00	item	£5,775.00	£5,775
5.4	General Lighting	1.00	item		inc
5.5	Fire Detection and Alarm Systems	1.00	item	£5,263.00	£5,263
6	**Mechanical Services**				**£19,989**
6.1	Heating Plant (inc Flues, Pressurisation etc.)	1.00	item	£4,302.10	£4,302
6.2	Hot Water Installation	1.00	item	£568.40	£568
6.3	Heating Installation	1.00	item	£11,411.40	£11,411
6.4	Mains Cold Water Installation	1.00	item	£1,231.00	£1,231
6.5	Mecahnical Ventilation	1.00	item	£2,476.00	£2,476
				Total:	**£148,829**

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ARTELIA INTERNATIONAL

Part 5 B5 - Boxing Club including toilets and staircase

Ref	Description	Qty	Unit	Rates	Total
1	**Substructure**				**£30,984**
1.1	Any other works not included above, Contractor to define				
1.2	Demoltion	1.00	item	£30,984.10	£30,984
2	**Superstructure**				**£50,714**
2.1	Core Alterations	1.00	item	£5,404.57	£5,405
2.2	Stairs, steps and ramps including balustrading & handrails	1.00	item	£26,453.65	£26,454
2.3	Internal walls and partitions, glazed screens	223.45	m	£64.99	£14,522
2.4	Internal doors, ironmongery	6.00	Nr	£722.16	£4,333
3	**Internal Finshes**				**£67,254**
3.1	Wall finishes	182.67	m2	£39.00	£7,124
3.2	Floor finishes	498.63	m2	£110.00	£54,849
3.3	Ceiling finishes	18.11	m2	£36.00	£652
3.4	Services encasement/boxing up	1.00	item	£318.00	£318
3.5	Redecorating	359.25	m2	£12.00	£4,311
3.6	Any other works not included above, Contractor to define				
4	**Fittings, furnishings and equipment**				**£4,295**
4.1	General fiitings, furnishings and equipment	1.00	item	£4,294.50	£4,295
5	**Services**				**£10,585**
5.1	Sanitary appliances	1.00	item	£10,585.26	£10,585
5.2	General Lighting	1.00	item		inc
6	**Mechanical Services**				**£17,772**
6.1	Heating Plant (inc Flues, Pressurisation etc.)	1.00	item	£3,310.34	£3,310
6.2	Hot Water Installation	1.00	item	£682.86	£683
6.3	Heating Installation	1.00	item	£11,015.87	£11,016
6.4	Mains Cold Water Installation	1.00	item	£1,430.05	£1,430
6.5	Mecahnical Ventilation	1.00	item	£1,332.50	£1,332
				Total:	**£181,603**

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RBK00018809_0249

ARTELIA INTERNATIONAL

Part 5 B6 - Works to Existing Undercroft

Ref	Description	Qty	Unit	Rates	Total
1	Internal Finishes				£10,454
1.1	Ceiling finishes	180.24	m2	£58.00	£10,454
				Total:	£10,454

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ARTELIA INTERNATIONAL

Part 5 B7 - Central Mechanical and Eletrical Services

Ref	Description	Qty	Unit	Rates	Total
1	Fittings, furnishings and equipment				
1.1	Any other works not included above, Contractor to define				
1.2	Lift Services (included within B1 - 7 units of social housing)	1.00	item		Incl
2	Electrical Installations				£187,431
2.1	Cap off existing services	20.00	Nr	£176.29	£3,526
2.2	Removal of Redundant, strip out of existing Services	20.00	Nr	£352.59	£7,052
2.3	Modification work/relocation of existing Electrical Services	20.00	Nr	£881.42	£17,628
2.4	Temporary works packages for the services	20.00	Nr	£521.26	£10,425
2.5	Main and Sub-Main Distribution	20.00	Nr	£221.36	£4,427
2.6	Cable Tray and Trunking Installations	20.00	Nr	£527.43	£10,549
2.7	General Purpose Power and Ancillary Power Installations	20.00	Nr	£218.46	£4,369
2.8	Fire Detection and Alarm Systems	20.00	Nr	£1,153.53	£23,071
2.9	Access Control Installation and Entry Phones	20.00	Nr	£1,922.39	£38,448
2.10	CCTV installation	20.00	Nr	£411.23	£8,225
2.11	Extension of the Communal TB Ssytem	20.00	Nr	£202.42	£4,048
2.12	Containment for Telephone and Data Wiring	20.00	Nr	£87.45	£1,749
2.13	Voice and Data Installation	20.00	Nr	£536.50	£10,730
2.14	Earthing and Bonding Installation	20.00	Nr	£88.84	£1,777
2.15	Lightning Protection System	20.00	Nr	£49.25	£985
2.16	Design of the Electrical Engineering Services	20.00	Nr	£445.60	£8,912
2.17	Provision of working drawings, record drawings and maintanance manual etc.	20.00	Nr	£337.40	£6,748
2.18	Any other works not included above, Contractor to define	20.00	Nr	£1,238.12	£24,762
3	**Mechanical Services**				**£1,029,298**
3.1	Cap off existing services	20.00	Nr	£122.37	£2,447
3.2	Removal of Redundant, strip out of existing Services	20.00	Nr	£900.32	£18,006
3.3	Modification works/relocation of existing Mechanical Services	20.00	Nr	£193.87	£3,877
3.4	Isolation arrangement for heating primaries:2 branches serving 3 flats each	1.00	item		inc
3.5	Temporary works packages for the services	20.00	Nr	£144.13	£2,883
3.6	Heating Plant (inc Flues, Pressurisation etc.)	20.00	Nr	£5,333.52	£106,670
3.7	Heating Installation	20.00	Nr	£3,874.42	£77,488
3.8	Main Controls Installation for Low Temperature hot Water Heating with Local 'stand-alone' controls	20.00	Nr	£4,652.80	£93,056
3.9	Natural Gas Installations	20.00	Nr	£587.08	£11,742
3.10	New boiler plant with standard sub-meter - for gas	20.00	Nr	£2,342.70	£46,854
3.11	Mains Cold Water Installation	20.00	Nr	£2,733.55	£54,671
3.12	Isolation to existing Water Tanks	20.00	Nr	£79.70	£1,594
3.13	Sterilization of Water Services	20.00	Nr	£241.52	£4,830
3.14	Mecahnical Ventilation	20.00	Nr	£1,149.40	£22,988
3.15	Mechanical Extract/Ventilation systems in Basement	1.00	item	£18,776.08	£18,776
3.16	Mechanical Services Wiring Requirements Installation	1.00	item		inc
3.17	Smoke extract system	20.00	Nr	£4,233.76	£84,675
3.18	Alteration works to main foul drainage	20.00	Nr	£734.59	£14,692
3.19	Sanitary plumbing/Above Ground Drainage	20.00	Nr	£50.22	£1,004
3.20	Design of Mechanical Engineering Services	20.00	Nr	£3,105.48	£62,110
3.21	Provision of working drawings, record drawings and maintenance manual etc.	1.00	item		inc
3.22	Temporary services	1.00	item		inc
3.23	Testing and commissioning of sercices	20.00	Nr	£4,157.06	£83,141
3.24	Any other works not included above, Contractor to define	20	Nr	£15,889.61	£317,792
				Total:	**£1,216,729**

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ARTELIA INTERNATIONAL

Part 5 B8 - External Façade (new wall, cladding, windows, curtain walling)

Ref	Description	Qty	Unit	Rates	Total
1	Superstructure				£3,763,513
1.1	New enterance canopy and steel pergola	1.00	item	£12,346.16	£12,346
1.2	New Zinc cladding including nexessary support, insulation, etc. to façade of Tower (Level 4 to Roof)	21.00	Nr	£77,873.92	£1,635,352
1.3	New curtain walling system including secondary steel frame, insulation etc. to façade of Tower (Ground to Level 3)	3.00	Nr	£136,159.09	£408,477
1.4	Windows including ironmongery (Mezzanine to roof)	22.00	Nr	£77,606.25	£1,707,338
2	General Work to Existing Buildings				£66,784
2.1	Removal of existing windows to receive new windows	23.00	Nr	£2,903.65	£66,784
				Total:	£3,830,297

RBK00018809/252
RBK00018809_0252

ARTELIA INTERNATIONAL

Part 5 B9 - Works to existing Garage

Ref	Description	Qty	Unit	Rates	Total
1	External Works				£37,781
1.1	Signage	2.00	nr	£6,592.80	£13,186
1.2	Brick Wall	73.00	m2	£148.37	£10,831
1.3	Decorating	25.35	m2	£17.00	£431
1.4	Making Good	1.00	item	£1,435.36	£1,435
1.5	Minor building works and ancillary buildings	1.00	item	£11,898.01	£11,898
				Total:	£37,781

RBK00018809/253
RBK00018809_0253

ARTELIA INTERNATIONAL

Part 5 B10 - Works to Basement

Ref	Description	Qty	Unit	Rates	Total
1	Works to basement				£0
1.1	Works required as per drawings	0.00	0	£0.00	£0
				Total:	£0

RBK00018809/254
RBK00018809_0254

ARTELIA INTERNATIONAL

Part 5 B11 - External & Landscaping Works

Ref	Description	Qty	Unit	Rates	Total
1	**External Works**				**£427,607**
1.1	Site preparation works	1.00	item	£30,838.93	£30,839
1.2	Demolition to existing external stepped ramp	1.00	item	£18,280.34	£18,280
1.3	Roads, path and paving	11593.00	m2	£17.17	£199,080
1.4	New safety surface	1825.00	m2	£44.91	£81,967
1.5	Planting and trees	1288.00	m2	£24.75	£31,882
1.6	Fencing, railings and walls and gate	117.00	m	£161.18	£18,858
1.7	Site/street furniture and equipment	1.00	item	£1,075.61	£1,076
1.8	Cycle stands	11.00	nr	£265.30	£2,918
1.9	Bollards	7.00	nr	£527.43	£3,692
1.10	Drainage to external hard surfacing	515.00	m	£65.29	£33,626
1.11	External lightings	1.00	item	£5,387.80	£5,388
2	**Other items**				**£171,712**
2.1	Demolition	7.00	Nr	£4,501.49	£31,510
2.2	Lower floors - steelwork and composite deck infill	1.00	item	£93,401.65	£93,402
2.3	Core Alterations	1.00	item	£35,773.04	£35,773
2.4	Frame	3.88	tonne	£2,841.24	£11,027
				Total:	**£599,319**

RBK00018809/255
RBK00018809_0255

ARTELIA INTERNATIONAL

Part 5 13 - Fees - as scheduled from Novated team

Ref	Element	Qty	Unit	Rates	Total	Total
1	**Architect - Studio E**					£180,626
1.1	Stage F1/G/H - Procurement Information	1.00	item	£54,188.00	£54,188	
1.2	Stage F2 - Construction Information	1.00	item	£36,125.00	£36,125	
1.3	Stage K - Construction	1.00	item	£90,313.00	£90,313	
2	**Structural Engineer - Curtins**					£36,999
2.1	Stage F1	1.00	item	£7,249.00	£7,249.00	
2.2	Stage F2	1.00	item	£8,500.00	£8,500.00	
2.3	Stage K	1.00	item	£21,250.00	£21,250.00	
					Total:	£217,625

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Part 5 14 - Fees - other - other fees and charges not included in novated fee schedule

Ref	Element	Total
1	Building Control	£15,000
2	Bond	£29,655
3	M&E Design	£20,000
4	Site Surveys	£15,000
5	Considerate Contractors	£1,200
6	BREEAM/Code for Sustainable Homes	£15,000
	Total:	£95,855

RBK00018809/257
RBK00018809_0257

ARTELIA INTERNATIONAL

Part 5 B16 - Change of Specification on M&E Services

Ref	Description	Qty	Unit	Rates	Total
1	M&E Installation				-£44,094
1.1	Under floor heating to ground floor lobby	1	item	-£2,574.00	-£2,574
1.2	Alternative flue manufacturer	1	item	-£20,650.00	-£20,650
1.3	Carbon steel distribution pipework in lieu of stainless steel	1	item	-£20,870.00	-£20,870
				Total:	-£44,094

RBK00018809/258
RBK00018809_0258

ARTELIA INTERNATIONAL

Part 5 B19 - Refurbishment work to Estate Office and Housing Office

Ref	Description	Qty	Unit	Rates	Total
1	Refurbishment to Estate Office and Housing Office				£24,131
1.1	Supply & fit 2No basin and pedastals including taps and fittings supply & fit 2No concealed cisterns and low level wc's with seats	1	item	£787.50	£788
1.2	Decorate throughout	1	item	£2,192.13	£2,192
1.3	Remove Old Carpet and replace with new	1	item	£956.25	£956
1.4	Vinyl Flooring to Kitchen and WC	1	item	£952.30	£952
1.5	Works to Housing Office	1	item	£19,243.00	£19,243
				Total:	£24,131

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RBK00018809_0259

ARTELIA INTERNATIONAL

Ref	Landscaping Works	Quantity	Unit	Rate	Total
	External Works as per drawing MWA130/501 Rev 3				
	Description				
1	**Site Preparation Work**				
1.1	Site Preparation Works	1	item	3,000.00	3,000
1.2	Break out asphalt, concrete, paving slab and kerbing including disposal off site	1	item	12,000.00	12,000
2	**Demolition to Existing External Stepped Ramp**				
2.1	Allow for complete demoliton of existing stepped ramp up to external walkway including grubbing up of foundations and cart away	1	item	18,280.34	18,280
3	**Adopted Road/Paths**				
3.1	Excavate to reduce levels, any depth and cart away	418	m^3	35.23	14,709
3.2	Levelling and compacting bottoms of excavation	951	m^2	1.26	1,198
3.3	Apply weedkiller to surfaces of ground	951	m^2	1.15	1,094
3.4	250 thick Sub-base; DTp Type 1 granular material; well consolidated, 1layer tensar Geotextile geogrid, base course and laying course	993	m^2	38.42	38,152
4	**Block Paviors; Kellen**				
4.1	80 x500 x 200mm thick Precast concrete block paviors; Lavaro or similar; laid to a herringbone pattern including protection	993	m^2	64.70	64,248
5	**Edgins; Kellen**				
5.1	80 x 200 x 1000mm thick Precast concrete edgings; Lavaro or similar; laid on edge as edging bedded on and backed with concrete; grade ST1; extra excavation	21	m	52.94	1,103
6	**Precast Concrete Upstand; Kellen or similar**				
6.1	125 x 200 x 600mm long Precast Concrete Edging; Kellen or similar; bedded on and backed with concrete grade ST1	28	m	45.96	1,286
7	**Play Area**				
7.1	Excavate to reduce levels, any depth and cart away	59	m^3	35.23	2,079
7.2	Apply weedkiller to surfaces of ground	55	m^2	2.10	116
7.3	250 thick Sub-base; DTp Type 1 granular material; well consolidated, 1layer tensar Geotextile geogrid, base course and laying course	55	m^2	38.42	2,095
7.4	80 thick Playtop Safer Surfacing or similar	55	m^2	116.31	6,343

RBK00018809/260

ARTELIA INTERNATIONAL

Ref	Landscaping Works	Quantity	Unit	Rate	Total
8	Communal Planted Gardens				
8.1	Excavate to reduce levels, any depth and cart away	23	m^3	35.23	793
8.2	Apply weedkiller to surfaces of ground	26	m^2	1.15	30
8.3	Carry out all landscaping work as required by the Employers				
	Requirements	1	item	2,000.00	2,000
8.4	Allow for providing trees; semi mature 18-20cm girth	1	item	3,000.00	3,000
9	Fencing and Gates				
9.1	1800 mm high Palisade fence with concrete posts including all				
	concrete foundations and Celbronze finish	17	m	81.55	1,404
10	Steel vertical bar fencing to playground				
10.1	1800mm high comprising 16mm square bar domed top verticals at				
	112mm c/cs including 80 x 40mm posts at 2.8m c/cs; polyester				
	powder coat finish including concrete foundations	20	m	101.46	2,014
11	Screen to Cycle Shed Entrance				
11.1	3000 x 4800mm RHS Galvanised Steel Frame with 15mm dia				
	verticals at 100mm c/cs including concrete foundations	1	Nr	1,970.18	1,970
12	Painting & Decorating				
12.1	Prime, undercoat & 2 coats exterior gloss; railings ex 300	29	m^2	14.85	431
	Sundry Items				
13	Bollards; Broxap				
13.1	114mm dia flat topped static stainless steel bollard; set 670mm				
	above ground, 300mm below ground including concrete base	4	Nr	527.43	2,110
14	Cycle Stand; Broxap				
14.1	Stainless steel sheffield cycle stand or similar ref BXMW/SSS0;				
	800mm high including setting in concrete	1	item	2,918.35	2,918
15	Litter Bins; Broxap				
15.1	Derby stainless steel litter bin, smooth, ref BX50 2550-SSS or				
	similar fixed to and including concrete base	1	Nr	1,075.61	1,076
16	Slot Drainage				
16.1	Excavate trench 500 mm deep ; to receive drainage not				
	exceeding 200 mm diameter ; backfill with MOT type 1 granular				
	material	151	m	43.13	6,513
					-
16.2	1 Layer A393 Mesh, Supersleve pipe, Supersleve bends	149	m^2	13.67	2,037
17	Linear Slot Drainage Channel System; Elkington Gatic				
17.1	Paveslots	1	item	21,359.83	21,360
17.2	Access Box	1	item	3,452.89	3,453
17.3	Outlet box	1	item	2,261.71	2,262

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Ref	Landscaping Works	Quantity	Unit	Rate	Total
	Services				
18	Street lighting				
18.1	EXTERNAL LIGHTING :- Excavate trench average 500 mm deep,				
	lay 32mm diameter telecothene tube	149	m	10.26	1,529
19	Decorative post top latern; Thorn				
19.1	Avenue F ref 96260029	12	Nr	321.60	3,859
	Total for revised external works				224,459

Qualifications

We confirm that no Play Equipment or benches within the Paly Area section have been included in the above costs

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ARTELIA INTERNATIONAL

Contract Sum Analysis General Summary

Ref	Description	£
Part 2	Preliminaries	£675,692
Part 4	Employer's Provisional Sums	£219,375
Part 5		
B1	7 units of Social Housing	£370,256
B2	Works to existing 20 storey Flats and Common Area/ Lift Lobbies and Refuse Chute	£1,417,782
B3	Nursery, Play Area, Meeting Room and Lobbies	£227,697
B4	EMB Offices, Community Meeting Room, Kitchen, Lobbies and Store Room and Staircase	£148,829
B5	Boxing club including toilets and staircase	£181,603
B6	Works to Existing Undercroft	£10,454
B7	Central Mechanical and Electrical Services	£1,216,729
B8	External Façade (new wall, cladding, windows, curtain walling)	£3,830,297
B9	Works existing to Garage	£37,781
B10	Works to Basement	£0.00
B11	External and Landscaping Works	£599,319
	Sub-total	**£8,935,814**
B12	Contractors OHP 12.5% (Included)	
B13	Fees - As scheduled from Novated team	£217,625
B14	Fees - Other - Other fees and charges not included in novated fee schedule	£95,855
	Total	**£9,249,294**
	Post Tender Amendments: -	
B15	M&E specification changes – alternative flue manufacturer and carbon steel distribution pipework in lieu of stainless steel and Underfloor heating saving in GF lobby	-£44,094
B16	Cassette fix Aluminium cladding in lieu of Zinc cladding	-£293,368
B17	Remove louvre panel that was proposed to be located over tile and turn windows	-£60,074
B18	Pre-finished (MDF or softwood) to window board in lieu of birchwood surround	-£116,608
B19	Additional works to housing office and estates office	£24,131
B20	Omit entire works to landscaping works as per tender requirement	-£427,607
B21	Add landscaping works as per drawing nr. MWA_130_50 GA 15_11_13 Issued on 26th June 2014	£224,459
	Total Contract Sum	**£8,556,133**

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Part 6

Schedule of Contract Information

ARTELIA INTERNATIONAL

Ref	Item	Issue	
		Tender	Tender Adendum
	Part 01: JCT Design and Build Contract (2011 edition) as amended		
1	Contract		Issued on 29.07.14
	Part 02: Employer's Requirements		
2	Artelia's Employer's Requirements Document (as tender issue - preliminaries updated)		
3	Drawing Issue Sheets	*See list below for Contract Drawings*	
	Specification and Design Requirements		
4	Architectural Employer Requirements	✔	
5	Employer's Requirements for MEP Services - 19 Nov 13	✔	
	Part 03: Requirements for Contractor's Proposals and Clarifications		
6	Requirements for Contractor's Proposals FINAL	✔	
7	Tender Adendum No 13		Issued 07.02.14
8	Grenfell Contract Programme		Issued 16.07.14
9	Rydon's email confirming the programme and works		Issued 16.07.14
	Tender Clarifications		Initial Clarifications and the email trail between Artelia and Rydon
9	Rydon Tender Clarifications		
10	Rydon Clarification Letter		Sent 25.02.14
11	Email dated 27.02.14 including attachment		Sent 27.02.14
12	Email dated 05.03.14 including attachment		Sent 05.03.14
13	Email dated 06.03.14 including attachment		Sent 06.03.14
	Part 04: Employer's Provisional Sums		
14	Part 4 Employer's Provisional Sums FINAL	✔	
	Part 05: Contract Sum Analysis, General Summary		
15	Part 5 Contract Sum Analysis 13.12.13		
	Part 06: Schedule of Contract Information		
16	Schedule of Contract Information		
	Appendix A: List of Contract Drawings, Specifications and Sundry Reports		
	Architectural		
17	1279 Grenfell NBS 30Jan14 (287 pages)		Addendum 11 - 03.02.14
	Studio E LLP Architectural drawings:		
18	1279 SEA (00) 011 - Existing Site Plan	✔	
19	1279 SEA (00) 012 - Proposed Site Plan	✔	
20	1279 SEA (00) 100 - Phasing Plan Rev03	✔	
21	1279 SEA (02) 010 - Existing Plans	✔	
22	1279 SEA (02) 030 - One Bed Flat Survey Drawing	✔	
23	1279 SEA (02) 031 - Two Bed Flat Survey Drawing	✔	
24	1279 SEA (02) 040 - Existing Elevations	✔	
25	1279 SEA (02) 041 - Existing Sections	✔	
26	1279 SEA (04) 100 - Proposed Basement Plan	✔	
27	1279 SEA (04) 101 - Proposed Ground Floor Plan	✔	
28	1279 SEA (04) 102 - Proposed Mezzanine Plan	✔	
29	1279 SEA (04) 103 - Proposed Walkway Plan	✔	
30	1279 SEA (04) 104 Rev01 - Proposed Walkway+1 Plan NEW		Addendum 10 - 27.01.14

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ARTELIA INTERNATIONAL

Ref	Item	Issue	
		Tender	Tender Adendum
31	1279 SEA (04) 105 - Proposed Residental Plan (W+2)	✓	
32	1279 SEA (04) 108 - Proposed Roof Plant Plan	✓	
33	1279 SEA (04) 109 - Proposed Roof Plan	✓	
34	1279 SEA (04) 120 - Demolished Basement Plan	✓	
35	1279 SEA (04) 121 - Demolished Ground Plan	✓	
36	1279 SEA (04) 122 - Demolished Mezzanine Plan	✓	
37	1279 SEA (04) 123 - Demolished Walkway Plan	✓	
38	1279 SEA (04) 124 - Demolished Walkway+1 Plan	✓	
39	1279 SEA (04) 200 - Flat Type 1 - One Bedroom NEW		Addendum 6 - 13.01.14
40	1279 SEA (04) 201 - Flat Type 2 - Two Bedroom	✓	
41	1279 SEA (04) 202 - Flat Type 3 - Mezz 1 Bed	✓	
42	1279 SEA (04) 203 - Flat Type 4 - Mezz 2 Bed	✓	
43	1279 SEA (04) 204 - Flat Type 5 - Wheelchair	✓	
44	1279 SEA (04) 205 - Flat Type 6 - 4 Bed	✓	
45	1279 SEA (05) 100 - Proposed South Elevation	✓	
46	1279 SEA (05) 101 - Proposed North Elevation	✓	
47	1279 SEA (05) 102 - Proposed East Elevation	✓	
48	1279 SEA (05) 103 - Proposed West Elevation	✓	
49	1279 SEA (05) 110 - Nursery WC	✓	
50	1279 SEA (05) 111 - Boxing Changing	✓	
51	1279 SEA (05) 112 - Office WCs	✓	
52	1279 SEA (05) 113 - Resi WC	✓	
53	1279 SEA (05) 114 - Resi WChair WC	✓	
54	1279 SEA (05) 115 - Resi Wheelchair Elevations	✓	
55	1279 SEA (05) 116 - Resi 4 Bed Elevations	✓	
56	1279 SEA (05) 117 - Accessible Shower	✓	
57	1279 SEA (05) 118 - Window Surrounds	✓	
58	1279 SEA (05) 200 - New wall garages	✓	
59	1279 SEA (05) 210 - Elevations Supplementary Information	✓	
60	1279 SEA (05) 211 - Undercroft Ceiling and Elevation	✓	
61	1279 SEA (06) 100 - Section A	✓	
62	1279 SEA (06) 101 - Section B	✓	
63	1279 SEA (06) 103 - Section E	✓	
64	1279 SEA (06) 104 - Section F	✓	
65	1279 SEA (06) 105 - Section G	✓	
66	1279 SEA (06) 110 - Typical Bay	✓	
67	1279 SEA (06) 111 - Crown	✓	
68	1279 SEA (06) 112 - Detail Main Entrance	✓	
69	1279 SEA (06) 113 - Detail Podium Rainscreen	✓	
70	1279 SEA (06) 120 - Detail Sections 1	✓	
71	1279 SEA (06) 121 - Detail Sections 2	✓	
72	1279 SEA (06) 122 - Detail Sections 3	✓	
73	1279 SEA (08) 100 - Fire Access	✓	
74	1279 SEA (08) 101 - Fire Strategy	✓	
75	1279 SEA (22) 100 Rev 01 - Partition Types		Addendum 7 - 16.01.14
76	1279 SEA (32) 100 - Door Types - Internal	✓	
77	1279 SEA (32) 101 - Door Types - External	✓	
78	1279 SEA (32) 102 - Glazed Screens	✓	
79	1279 SEA (32) Door Schedule Rev02		Addendum 11 - 03.02.14

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Ref	Item	Issue	
		Tender	Tender Adendum
80	1279 SEA (34) 100 - Balustrade Details	✓	
81	1279 SEA (35) 101 - RCP - Ground	✓	
82	1279 SEA (35) 102 - RCP - Mezzanine	✓	
83	1279 SEA (35) 103 - RCP - Walkway	✓	
84	1279 SEA (35) 104 - RCP - Walkway+1	✓	
85	1279 SEA (35) 105 - RCP - Typ- Resi	✓	
86	1279 SEA (42) 100 - Wall Finishes	✓	
87	1279 SEA (42) 200 - Encasements	✓	
88	1279 SEA (43) 100 - Floor Finishes	✓	
89	1279 SEA (43) 101 - Floor Finishes	✓	
90	1279 SEA (43) 110 - Floor Types	✓	
91	1279 SEA (72) 100 - Reception Desk	✓	
92	1279 SEA (72) 101 - Nursery Kitchen	✓	
93	1279 SEA (72) 102 - Office Kitchen	✓	
94	1279 SEA (72) 104 - Refuse Chute	✓	
95	1279 SEA (72) 105 - Blinds	✓	
96	1279 SEA (74) Sanitaryware Schedule	✓	
97	1279 SEA (79) 100 - Signage	✓	
	Matthew Wigan Associates Landscaping drawings:		
98	Landscape T4 SPEC (60 pages)		Addendum 6 - 13.01.14
99	MWA_130_501 GA_18_12_13		Addendum 6 - 13.01.14
100	MWA130_502 Edging		Addendum 6 - 13.01.14
101	MWA130_504 Tree Pit		Addendum 6 - 13.01.14
102	MWA130_505 Standard Details		Addendum 6 - 13.01.14
103	MWA130_508 Demolition Plan		Addendum 6 - 13.01.14
104	MWA 130_509 Tree Removals		Addendum 6 - 13.01.14
105	MWA_130_510 Planting_18_12_13		Addendum 6 - 13.01.14
106	2013.12.17 130.02 Plant		Addendum 6 - 13.01.14
107	BS5837 Tree Survey		Addendum 6 - 13.01.14
108	MWA_130_501 GA_15_11_13		Addendum - 26.06.14
	Additional photos:		
109	IMG 1015		Addendum 1 - 13.12.14
110	IMG 1016		Addendum 1 - 13.12.14
111	IMG 1017		Addendum 1 - 13.12.14
112	IMG 1019		Addendum 1 - 13.12.14
113	IMG 1020		Addendum 1 - 13.12.14
114	P1020023-1		Addendum 1 - 13.12.14
	Fire Risk Assessment		
115	MT14652R.Iss 03 - Grenfell Tower - OFSS - Grenfell Tower Outline Fire Safety Strategy by Exova Warringtonfire; dated 07/11/13 (10 pages)	✓	
116	FRA Grenfell Tower Nov 2012 - Fire Risk Assessment by CS Stokes and Associates Ltd; dated 01/01/14 (32 pages)	✓	
	Health and Safety Plan		
117	Health_and_Safety_Plan - Health and Safety Plan by Butler and Young Lift Consultants Ltd (356 pages)	✓	

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Ref	Item	Issue	
		Tender	Tender Adendum
	M and E:		
	Max Fordham Services drawings:		
118	A(--)00_300 Drawing numbering system	✓	
119	A(64)502 - Schedule of Surveys	✓	
120	R(11)00_099 Core Services Drainage Basement Layout	✓	
121	R(11)00_100 Core Services Drainage Ground Floor Layout	✓	
122	R(11)00_101 Core Services Drainage Mezzanine Level Layout	✓	
123	R(11)00_102 Core Services Drainage Walkway Layout	✓	
124	R(11)00_103 Core Services Drainage Walkway+1 Layout	✓	
125	R(11)00_104 Core Services Drainage First Residential Layout	✓	
126	R(11)00_105 Core Services Drainage Generic Residential Layout	✓	
127	S(--)01_250 Core Services Waster Services Schematic Retained & Removed	✓	
128	S(--)01_251 Core Services Waster Services Schematic Retained & Removed	✓	
129	S(61)01_200 Dry Riser Schematic and Detail	✓	
130	T(--)01_250 Piped Services Schematic Retained and Removed	✓	
131	T(--)01_251 NEW Piped Services Schematic Retained and New		Addendum 6 - 13.01.14
132	T(90)12_000 Basement Plantroom Combined Services Mechanical	✓	
133	T(90)12_001 Ground Floor Combined Services Mechanical	✓	
134	T(90)12_002 Mezzanine Combined Services Mechanical	✓	
135	T(90)12_003 Walkway Combined Services Mechanical	✓	
136	T(90)12_004 Walkway +1 Combined Services Mechanical	✓	
137	T(90)12_005 Typical Resident Floor Combined Services Mechanical	✓	
138	U(14)01_200 Smoke Vent Schematic	✓	
139	V(21)00_001 Site External Lighting Level 00	✓	
140	V(90)01_250 Electrical Schematic Existing	✓	
141	V(90)01_251 Electrical Schematic Proposed	✓	
142	V(90)12_001 Ground Floor Combined Services Electrical	✓	
143	V(90)12_002 Mezzanine Combined Serices Electrical	✓	
144	V(90)12_003 Walkway Combined Services Electrical	✓	
145	V(90)12_004 Walkway +1 Combined Services Electrical	✓	
146	V(90)12_005 Typical Residential Floor Combined Services Electrical	✓	
147	V[21]500 Schedule of Light Fittings	✓	
148	V[22]500 Schedule of Electrical Accessories	✓	
149	Z[--]500 Schedule of Mechanical Equipment NEW		Addendum 6 - 13.01.14
	Acoustics		
150	A(90)_001 Ground Floor Acoustic Performance Targets	✓	
151	A(90)_002 Mezzanine Acoustic Performance Targets	✓	
152	A(90)_003 Walkway Acoustic Performance Targets	✓	
153	A(90)_004 Walkway +1 Performance Targets	✓	
154	A(90)700 Acoustic Specification dated 19/11/13 (3 pages)	✓	
	TV System Quote		
155	SCCiAlphatrack Grenfell Tower Quote dated 25/11/13 (4 pages)	✓	

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Ref	Item	Issue	
		Tender	Tender Adendum
156	Visio-Site Plan - Grenfell Tower 11-206 - Integrated Reception System dated 23/03/11 (5 pages)	✓	
	Room Data Sheets		
157	Studio E LLP 1279 Grenfell Room Data Sheet Employers Requirements dated 29/11/13 (105 pages)	✓	
	Structure and Drainage		
158	LO1212_001_Basement Floor Plan	✓	
159	LO1212_002_ Ground Floor Plan	✓	
160	LO1212_003_ Mezzanine Floor Plan	✓	
161	LO1212_004_Walkway Level Plan	✓	
162	LO1212_005_Office Level Plan	✓	
163	LO1212_006_Resident Level Plan	✓	
164	LO1212_007_Plant Room Level Plan	✓	
165	LO1212_009_Details	✓	
166	LO1212_010_Proposed Elevations	✓	
167	LO1212_011_Proposed S+N Core Elevations	✓	
168	LO1212_012_General Notes	✓	
169	LO1212-DC-001 Grenfell Design Criteria dated 11/11/13 (7 pages)	✓	
170	LO1212-SPEC-001 Structural performance dated 01/03/13 (23 pages)	✓	
171	LO1212-SPEC-002 - Demolition dated 25/10/13 (9 pages)	✓	
172	LO1212-SPEC-003 - Structural Concrete dated 25/10/13 (8 pages)	✓	
173	LO1212-SPEC-004 - Structural Steel dated 25/10/13 (14 pages)	✓	
174	LO1212-SPEC-005 - Painting of Steelwork dated 25/10/13 (17 pages)	✓	
175	LO1212_DR01 Drainage Details	✓	
176	LO1212_DR02 Drainage Details	✓	
	Surveys:		
	Asbestos Surveys:		
177	Asbestos report grenfell tower 29.05.12	✓	
178	Asbestos survey 145 Grenfell Tower	✓	
179	Communal Management Survey. Grenfell Tower.Jul 2011	✓	
180	Dale Youth Boxing Club	✓	
181	Grenfell Nursery	✓	
182	Grenfell Tower Social Services Complex	✓	
183	Grenfell Tower	✓	
184	ST30902- 91 Grenfell Tower	✓	
185	J3L2685-GREN-RP01 Summary of Structural Concrete Investigation and Concrete Dust Sample Testing, dated 09/12 (26 pages)	✓	
186	Microfiche Drawings - Clifford Wearden 1971 (24 pages)	✓	
187	Microfiche Drawings - Floyd Slaski 1992 - Scanew183525	✓	
188	Microfiche Drawings - Floyd Slaski 1992 - Scanew183526	✓	
189	Microfiche Drawings - Floyd Slaski 1992 - Scanew183527	✓	
190	Microfiche Drawings - Floyd Slaski 1992 - Scanew183528	✓	
191	Microfiche Drawings - RBKC 1979 (4 pages)	✓	
192	RSK Enviroment Ltd Structural Investigation Report 285438-01 - Grenfell Tower dated 18/11/13 (65 pages)	✓	

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Ref	Item	Issue	
		Tender	Tender Adendum
	TMO Code of Practise:		
193	TMO Code of Conduct for works in occupied premises (29 pages)	✓	
194	Appendix A - Part L Building Regulations	✓	
195	Grenfell Tower Building Occupancy for energy funding dated 15/01/14	✓	
	Appendix B: Planning Conditions		
196	Decision Notice dated 10/01/14	✓	
	Appendix C: PCI		
197	1279 L2 Risk Assessment Schedule dated 23/10/13	✓	
198	Enhancements and improvements to Grenfell Tower PCI - FINAL dated 25/11/13 (26 pages)	✓	
199	Grenfell Tower Risks(RevB) - MF dated 29/11/13	✓	
	Appendix D: Standard TMO Terms of Novation		
200	Standard Form of Novation	✓	
201	Curtins fee breakdown	✓	
	Studio E		
202	1279-B2-002	✓	
203	Amendments	✓	
204	Appendix_A-Project_Data	✓	
205	Appendix_B-Services	✓	
206	Appendix_C-Fee Schedule	✓	
207	Appendix_D-Project_Brief	✓	
208	Appendix_E-Public Authority Supplement	✓	
209	Memorandum_of_Agreement	✓	
210	PI Insurance Certificate 5m-LLP.LTD	✓	
	Appendix E: Model Forms		
211	Signed Form of Tender, FOI, Non Collusion	✓	
212	KPI overview	✓	
	Appendix F: Daywork Schedule		
213	N/A		
	Appendix G: BREEAM information		
214	Grenfell Tower BREEAM Pre-assessment Report rev C - FULL	✓	
	Appendix H: Land Ownershsip Plan		
215	Official Copy (Register) - NGL238176	✓	
216	SKMBT_C364e13111813270	✓	

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Appendix A

List of Contract Drawings, Specification and Sundry Reports including: -

Architectural drawings and information
Fire Risk Assessment
Health and Safety Plan
M and E drawings and information
Room Data Sheets
Structure and Drainage drawings and information
Surveys, including Asbestos and Concrete health
TMO code of practice for works in occupied premises
Part L Building Regulations
Any other relevant Reports

(On CD-ROM)

Appendix B

Planning Conditions

(On CD-ROM)

Appendix C

Pre-Construction Information including Risk Assessment Schedule

(On CD-ROM)

Appendix D

Standard TMO Terms of Novation and Form of Professional Consultants Appointment

(On CD-ROM)

Appendix E

Form of Tender, FOI, Non Collusion
KPI overview

(On CD-ROM)

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

Improvements and enhancements to Grenfell Tower

FORM OF TENDER

We .....
having examined the Tender Documents offer to undertake to provide all the works set out in the same for the sum of: £..... [Insert the total figure in words and numbers].

We currently have the following levels of insurance:

INSURANCES

	Current level of cover	Renewal date
Professional Indemnity Insurance:	£	
Public Liability Insurance	£	
Employer's Liability Insurance	£	

We undertake to complete and deliver the whole of the Works comprised in the Contract within the .....* **Calendar Weeks**

We undertake in the event of acceptance of this tender to execute with the Employer, and be bound by a Form of Contract embodying all the conditions and terms contained in this Tender.

This tender remains open for consideration for 16 weeks from the date fixed for the lodgement of tenders.

We undertake in the event of our Tender being accepted to enter into a formal contract embodying all terms and conditions contained in this Tender and undertake to complete the Works in accordance with the dates set out in the Specification.

We agree that any errors in pricing or arithmetic be discovered before acceptance of this offer submitted by me/us that these errors will be dealt with in accordance with JCT Practice Note 6 (Series 2) 'Main Contract Tendering' – Alternative 1.

We understand that the Employer does not bind himself to accept the lowest or any tender, and that tenders are prepared at our own expense.

WE FURTHER AGREE that we will not adjust the amount of the tender in accordance with any agreement or arrangement with any person other than the Employer.

WE FURTHER AGREE that we will not communicate, under any circumstances, to any person other than the Employer the amount of our Tender.

Signed: _____

Name (Print): _____

For and on behalf of: _____

_____

_____

Date: _____

Improvements and enhancements to Grenfell Tower

CERTIFICATE OF NON-COLLUSION

The essence of selective quoting is that the Client shall receive bona fide competitive Tender from all bidders. In recognition of this principle we certify that this is a bona fide tender and is intended to be competitive and that we have not fixed or adjusted the Tenderby or in accordance with any agreement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this quotation, any of the following:-

1. Communicating to a person other than the person calling for the Tender the amount or approximate amount of the proposed Tender or

2. Entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any Tender to be submitted.

3. Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Tender.

Signed: Sh

Name (Print): STEPHEN BLAKE (DIRECTOR)

For and on behalf of: RYDON MAINTENANCE LTD.
RYDON HOUSE, STATION ROAD,
FOREST ROW, EAST SUSSEX, RH18 5DW

Date: 13/2/2014

ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

Improvements and enhancements to Grenfell Tower

We have read and understand the Tender Documentation and acknowledge that Employer has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act (the Act) we *~~wish~~/do not wish to request an exemption for the information provided to the KCTMO in preparation and completion of our Tender.

We understand that section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence. During the course of the tender process all information provided to the Employer by us under Table 1 (below) is provided in confidence up to the date of the award of the Contract by the Employer.

We further believe that disclosure of the information referred to in Table 1 (below) after the contract is awarded would, or is likely to, prejudice our commercial interests. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

If we were awarded this Contract we ask that the information in Table 1 be put in a commercially sensitive schedule to the contract.

Table 1: Confidential and commercially sensitive information

Exemption(s) Claimed	Information	Minimum Period of Exemption
Sections 41 and 43		
Sections 41 and 43		

If for any reason the Employer considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact [ ] .This will enable us to review the nature of the material under consideration for release and also provides the opportunity to support the Employer in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform the Employer (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

Signed: SR

Name (Print): STEPHEN BLAKE

For and on behalf of:

RYDON MAINTENANCE LTD.

RYDON HOUSE, STATION ROAD,

FOREST ROW, EAST SUSSEX, RH18 5DW

Date: 13/2/2014

Kensington and Chelsea Tenant Management Organisation
Enhancements and improvements to Grenfell Tower
Proposed Key Performance Indicators

1. Introduction

It has been agreed that KPIs will be used to measure key aspects of project delivery. In formulating the KPIs the Team KCTMO has taken into account:

- The key drivers for the Project. On this Project the key concerns are resident satisfaction and timely delivery and therefore these factors have been given a high rating.
- Ease of collection. Wherever possible the KPIs are based on data which is already collected so additional administration is avoided.

Whilst these KPIs have been proposed and, unless the parties agree otherwise, will be used to monitor performance on the project, KCTMO anticipates working with the successful contractor to develop the KPIs prior to the project commencing. Following appointment a meeting will be held to discuss the proposed KPIs and any ideas that the contractor has for improving the same.

2. The administration of the KPIs

Within 5 working days of the end of each calendar month the Contractor shall provide the Contract Administrator with all the KPI data with the exception of:

- The form setting out the Client satisfaction with the Contractor (which the Contract Administrator shall obtain from the KCTMO Project Manager);
- The form relating to Safety – general performance (which the Partnering Adviser shall obtain from the CDM Co-ordinator); and
- The Resident Satisfaction Form. This will be sent each month to twenty residents (selected in rotation from the residents list) by the KCTMO Project Manager. The form will be sent with a reply paid envelope. In the event of a low return of forms KCTMO may contact the selected residents by telephone and ask them the questions on the form.

The Contract Administrator shall prepare a summary report on the KPI performance within 2 working days of receiving the information above and shall circulate a copy of this to the Employer and the Contractor for review.

3. The KPIs to be monitored

The following KPIs will be monitored and the results collated and presented to the Contractor and the Employer for review and for any necessary remedial action to be taken.

- Client satisfaction with the Constructor
- Programme
- Resident satisfaction with the Constructor
- Safety – incidents

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- Safety – general performance
- Environmental

The scores in the individual KPIs will be aggregated in accordance with the percentages below to obtain an overall Monthly Score.

Client satisfaction with the Constructor	25%
Programme	25%
Resident satisfaction with the Constructor	25%
Safety – incidents	5%
Safety – general performance	15%
Environmental	5%
Overall Monthly Score	

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Client Satisfaction with the Constructor

Employer:	Royal Borough of Kensington and Chelsea TMO
Contractor:	
Project	Enhancements to Grenfell Tower
Your Name:	
For the Month of:	

Very Poor		Poor		Average			Good		Very Good	
0	1	2	3	4	5	6	7	8	9	10

	Score
1. Quality of service and finished product	
The number of defects (above/below expectation)	
Assess the impact of any defects on the programme/time/residents	
2. Relationships - are the Contractor's staff:	
Approachable and non-adversarial?	
Innovative and proactive?	
Helpful and co-operative?	
Available when you need them?	
3. Financial - does the Contractor:	
Manage unanticipated costs/the costs of changes well?	

	Score
4. Collaborative Working - do the Contractor's staff:	
Listen to other team members?	
Give constructive and honest feedback?	
Work well as part of team?	
5. Contract Management - does the Contractor ensure:	
Good programme management?	
Managerial co-ordination?	
Preparation and attendance at planned meetings?	
6. Information Sharing - does the Contractor:	
Understand your requirements?	
Communicate well with you?	
Communicate well with others?	

Maximum score that could be achieved = 17 questions x 10 marks = 170	
Actual score achieved:	
KPI Score: (actual score as a percentage of the maximum score available)	**%**

Comments:	Signed:
	Print:
	Position:
	Date:

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Programme

Programme is updated and reflects current project including agreed variations = 40 points
All works are on programme or in advance of programme leading to achieving agree Practical Completion date = 60 points
All Critical path works are on programme or in advance of programme to achieve agreed Practical Completion date = 30 points
Critical path is delayed and Practical Completion will be delayed by up to one month = 15 points
Critical path is delayed and Practical Completion will be delayed by more than one month = Nil points

One point = 1% of score for this criteria.

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Resident Satisfaction with the Constructor

TMO

Please help us to improve our service to you

Construction works are currently on – going at Grenfell Tower. Please can you complete the form below? This helps us make sure we are doing everything we can so that the work is as good as it can be and, if there's a problem, to learn a lesson so that it doesn't happen in future.

Please answer the questions on this form by circling the number that reflects your views. If you don't have an answer for a question, you can just leave it blank.

Anything you tell us is private and will be kept confidential. Please remember, we're not trying to get anyone into trouble. We just want to know what we're doing right and what we can do better.

Your Name:	Date:
Your Address:	

	Unacceptable	Poor	Acceptable	Good	Excellent
Questions relating to RB Kensington and Chelsea TMO					
1. How satisfied were you with your home before the work started?	1	2	3	4	5
2. How satisfied were you with the landlord's project team?	1	2	3	4	5
3. How satisfied are you with the way in which your landlord is communicating and consulting with you?	1	2	3	4	5
Questions relating to the builder					
1. What is the standard of the finished work?	1	2	3	4	5
5. How satisfied were you with your Resident Liaison Officer?	1	2	3	4	5
6. How satisfied are you with the amount of contact and information that you had from the Contractor whilst the work is being done?	1	2	3	4	5
7. How satisfied were you with the workers' manners?	1	2	3	4	5
8. How satisfied were you with the Contractor's finished work?	1	2	3	4	5
9. How satisfied were you that the work was finished within an acceptable time?	1	2	3	4	5
10. If applicable how satisfied were you that your home was left clean and tidy at the end of each day? (Leave blank if you have had no work in your home)	1	2	3	4	5

If you did something really well please tell us:

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If we did something really badly please tell us:

Thank you for your help

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Safety Incidents

If there are no reportable accidents / incidents in the month then score shall be 100%
If there is one reportable accidents / incidents in the month then the score shall be 70%
If there are two reportable accidents / incidents in the month then the score shall be 50%
If there are more than two reportable accidents / incidents in the month then the score shall be nil.

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Safety – general performance

The CDM Co-ordinator will be asked to complete the form below on a monthly basis. The maximum mark available is 50.

If the average score is above 40 the Constructor shall receive a score of 80%
If the average score is between 30 and 40 the Constructor shall receive a score of 70%
If the average score is between 20 and 30 the Constructor shall receive a score of 50%
If the average score is less than 20 the Constructor shall receive a score of nil.

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Date of review:		
	Score 1–10	Comment
1. Welfare facilities (adequate toilets, offices, first aid, fire precaution and PPE)		
2. Information (adequate signage, accident book, record of site inductions, COSHH data)		
3. Housekeeping / tidiness (site tidiness, waste management, storage facilities)		
4. Public protection (signs, consideration in premises)		
5. Overall Performance		

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Performance Measure	Definition		Scoring Criteria
Welfare	Toilet facilities, adequacy of first aid, accident book, fire precautions, adequate and appropriate PPE	10-9 7-8 5-6 3-4 1-2	Excellent; Good: Acceptable: Poor: Unacceptable:
Information	Signage. Accident book, record of site inductions. COSHH data	10-9 7-8 5-6 3-4 1-2	Excellent; Good: Acceptable: Poor: Unacceptable:
Housekeeping	General site tidiness storage facilities waste management,	10-9 7-8 5-6 3-4 1-2	Excellent; Good: Acceptable: Poor: Unacceptable:
Public protection	Signage	10-9 7-8 5-6 3-4 1-2	Excellent; Good: Acceptable: Poor: Unacceptable:
Overall Performance		10-9 7-8 5-6 3-4 1-2	Excellent; Good: Acceptable: Poor: Unacceptable:

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Environmental

Volume of Waste		Actual percentage
Total volume of waste in the month	X (tonnes)	
Total volume of waste sent to landfill	X (tonnes)	% of total volume of waste
Total volume of waste diverted to recycling	X (tonnes)	% of total volume of waste

Scoring system:

Above 91% diverted to recycling = score of 100%

80-90% = score of 80%

60-79 = score of 40%

Below 60% - score of 0%

Please note: Hazardous materials such as asbestos shall be excluded from the total volume of waste

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Appendix F

Daywork Schedule (Not Applicable)

Appendix G

BREEAM information

(On CD-ROM)

Appendix H

Land Ownership Plan

(On CD-ROM)