



Wednesday 5th July 2023

Our ref: SZ/22-1137

Innov8 Development Solutions Ltd
By Email Only

Carpenter Foundations Limited
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White Lane,
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DE55 5GZ

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Sent by email only:
Lenon.Masawi@innov8ds.com

For the attention of Lenon Masawi

Dear Sir

CFA Bored Piling - Brunswick St Residential Development, Manchester M13 9SU

Further to your recent enquiry, we have pleasure in enclosing our continuous flight auger (CFA) quotation, Rev A.

We have not visited site and would need to verify our assumptions concerning access, site conditions and to agree acceptable working arrangements with yourselves. However, looking at information supplied and on Maps, the site is very restricted. Hence, we have allowed for one internal relocation of the pump and static concrete drum within the site boundary. Also, the removal of the spoil on daily basis would mean that we would need to stop works for around 2 hours per day to allow for the removal of the spoil. These costs are allowed within our quotation, but if more time is required, this may impact the price.

As requested, we have allowed for a static load test with a FoS of 2.5. If this is eliminated, we would need to increase the pile lengths by circa 0.5m per pile, and this would be the most economical solution. We are happy to discuss these points with you so that an optimum solution may be achieved.

For reasons of practicality and safety we will not place reinforcement to project above ground level, therefore you need to ensure that there is sufficient distance from platform to cut off level to accommodate your required reinforcement projection. It is necessary for all piles to be trimmed down at least 300mm to ensure that there is sound concrete at the head of the pile. Trimming is to be carried out by others at no cost to ourselves.

Any time lost or expended in overcoming or attempting to overcome natural or artificial obstructions which restrict progress using normal CFA boring techniques will be at additional costs. We cannot be responsible for the final pile positions if they have been displaced by encountering an obstruction, any piles abandoned due to failure to overcome obstructions shall be paid for at the appropriate quoted rate. For CFA an obstruction is deemed when rig refusal criteria is met.

With respect to adjacent structures (if any) we would require a working clearance of 1000mm from any pile centre to the outermost edge of any above ground structure. In corners this dimension increases to 1800mm from each perpendicular face.

We trust that you find the attached of interest and in line with your requirements. Should you wish to discuss our offer in more detail please do not hesitate to contact the undersigned.

Assuring you of our best attention at all times.

Yours faithfully
For and on behalf of Carpenter Foundations Ltd

Shahrooz Zojaji

Shahrooz Zojaji
sz@carpenterfoundations.co.uk

Seymour Chambers, 92 London Road, Liverpool, Merseyside L3 5NW

• Piling • Mini Piling • Foundation Design

Company Registration in UK No. 13980614

VAT No. 409 6828 66

DOCUMENTS

The following documents together constitute our Tender:

1. This document and covering letter.
2. CFL Scope of Works.
3. Schedule of Facilities and Attendances
4. CFL Conditions of Tender.
5. Site Investigation report. - REC Sep 2017
6. Drawings. - 1090-P02

Our offer is quoted nett and subject to VAT. Our rates are re-measurable, and open for acceptance within the next 60 days. Our tender must remain subject to confirmation by ourselves in writing prior to any acceptance of award, this is due to the extremely volatile nature of the current concrete and reinforcement market, we advise that our quote is based on today's prices and subject to market fluctuations.

This tender is based on the quantity of work specified, but the prices and rates will not necessarily apply in the event of the final quantity being reduced or increased.

Unless otherwise stated the general specification for piling and testing will be that of the Institute of Civil Engineers third edition ISBN 978-0-7277-4116-5

TIME FOR COMPLETION

We estimate that subject availability of plant and resources and the provisions of our Conditions of Tender, the work covered by this Tender with exception of pile testing, can be completed within 1.0 weeks from commencement of pile construction. We would require an additional 1.0 weeks above programme for contractual (LAD grace) purposes. We reserve the right to increase our contract time based on the level of the LADs. Our working hours are 10 hours per day Monday to Friday.

TECHNICAL

SCOPE OF WORKS

No. of Piles	Diameter (mm)	Average Length (m)	Total Length (m)	Max Length	Reinforcement		
					No.	Diameter	Length
44	450	12.7	558.8	12.7	4	16	4

Our design and offer is based on BS8004:1986 as pile load are not in line with current standards BS:EN1997 or BS8004:2015. Our offer is based on a global design factor of safety of 2.5 with load testing and is subject to approval by all parties.

All static load testing rates are based on the use of tension reaction piles installed by the piling rig whilst on site, preferably within the first day of piling.

Concrete proposed to C28/35 Class DC2 (BRE Special Digest 1).

Piles will be drilled to design length or refusal whichever occurs first.

For purposes of design, piling platform levels will be borehole commencing levels.

We cannot locate the position of the rotary boreholes. Please provide these so that we may review our design.

Date: 05/07/2023

Our ref: 22-1137 Rev A

Item No	Description	Quantity	Unit	Rate	£ p
	ALL QUANTITIES ARE APPROXIMATE AND WE SHALL RE-MEASURE AND BILL THE ACTUAL WORK UNDERTAKEN IN ACCORDANCE WITH SMM 7, THE RATES AND CONDITIONS STATED HEREIN AND THE ACCOMPANYING LETTER.				
1	<u>Mobilisation</u>				
a)	Haul CFA piling equipment to site, maintain for the duration of our works and load ready to haul on completion (100% to be included in first valuation)	1	Item	8,000.00	8,000.00
b)	Internal movement of drum, pump and equipment, rig tracked	1	Item	4,400.00	4,400.00
2	<u>Set up at pile position</u>	44	No	25.00	1,100.00
3	<u>Bore and form pile shaft in C28/35 Concrete to meet requirements of BRE Digest SD1:2005 DC-2</u>				
a)	44No. piles 450mm dia, ave length 12.7m, NE 12.7m	558.8	m	60.32	33,706.82
	Rate for additional pile lengths NE 12.7m (per m or part)		m	as above	RATE ONLY
	Rate for shorter or omitted pile lengths		m	1/4 above	RATE ONLY
	Volume of concrete allowed 450mm diameter - up to 0.202m ³ /lm Extra over rate for concrete		m ³	210.00	Rate Only
4	<u>Reinforcement</u>				
	<u>Supply, fix and place reinforcement cages</u> <u>Grade B500B, BS4449:2005, straight bars and helical</u>				
	Reinforcement cages to suit:				
a)	Straight Bar and Helical - Site Fixed	1.457	T	1,489.87	2,170.74
	Debonding foam to cage tops, average 1m length	176	m	2.62	461.00
5	<u>Testing</u>				
a)	Working Pile Test - Carry out a static load test offer based on F of S = 2.5	1	No	5,210.00	5,210.00
b)	Integrity testing	2	Visit	200.00	400.00
	Non destructive integrity testing as specified (Based on a minimum of 25 tests per visit) <u>min charge per visit of £ 375.00 will apply for testing less than minimum</u>	44	No	7.00	308.00
c)	Cube making, testing, and reporting, per set (4No.)	4	Set	120.00	480.00
6	<u>Rig and crew daywork rates</u>				
a)	Standing due to circumstances beyond our control		Rig, hr	410.00	RATE ONLY
7	<u>Additional Items</u>				
a)	Additional design work after contract award due to variations and revised information		hr	120.00	RATE ONLY
TENDER TOTAL GROSS					56,236.55

CONDITIONS OF TENDER

Please note we require the following to be provided free of charge.

- 1) Provision and maintenance of a suitable working platform to safely support a track mounted piling rig; rig loading details available on request;
- 2) Welfare facilities including toilets, site office and mess cabin for foreman and piling crew including changing and 24-hour drying facilities. If satisfactory facilities are not provided, we have the right to stop works, this will be charged at standing time rate. If Carpenter Foundations Ltd are required to provide facilities these will be charged at cost + 50%;
- 3) Provision of a 13 tonne 360 tracked excavator and driver. Machine to be fitted with a ditching bucket to clear spoil and provide full-time attendance during piling operations including assembly of augers and insertion of steel reinforcement cages. A charge of £100.00 per cage will be added to the account where timely machine attendance is not provided for lifting and insertion of cages;
- 4) Removal and disposal of bore spoil, mud slurry, concrete from blowing out, excess concrete from around the piling operation in sufficient time to prevent the formation of spoil heaps impeding progress of the works;
- 5) Setting out and maintenance of pile location pins (recommend 12mm pins, 300mm driven to leave 50mm protruding) with individual numbers (when setting out in conjunction with piled walls, consideration of concrete guide walls should also be made, to ensure tight tolerances);
- 6) Provision of a 250cfm compressor (complete with 2 sets of airlines), fuelled and maintained by others, for the full duration of the works;
- 7) Water supply (mains pressure) at the piling and wash-out location(s);
- 8) Provision of a suitable wash - out facility to assist the daily washing out of machinery and equipment;
- 9) Suitable background and task lighting, it is recommended to provide 2 sets of tower lights for working in hours of darkness;
- 10) Provision of on-site and curing facilities or full-time power supply to enable concrete cube testing to be completed in accordance with BS EN 12390-2: 2009;
- 11) On site vehicle parking facilities for our workforce.

Please note that we have not made allowances for any of the following:

- 12) Giving all notices and obtaining any party wall agreements, easements, way leaves or rights of access;
- 13) Removal, protection and reinstatement of access routes, surrounding apron, roadways, parked vehicles, pathways, services and surrounding properties / buildings (incl. windows & facade's);
- 14) Location, diversion, protection or reinstatement of underground or overhead services, drains, sewers, underground tanks, or cables;
- 15) Delays and disruptions caused by the presence services, interrupted access to pile positions and unforeseen soil conditions;
- 16) Inter site moves for our pump and drum set ups, if required it will be charged at 70% of the main mobilisations. If the rig cannot be tracked to the location it will be charged at 100% of the main mobilisation;
- 17) Delays, disruptions and any associated costs or delays caused by the presence of contaminants affecting piles or hazardous to health;
- 18) Delays, disruptions and any associated costs or delays caused by archaeological interests;
- 19) Delays and disruptions caused by the presence of underground obstructions, Obstructions can be, but not restricted to concrete, steel, rock, cobbles, boulders, natural layers, landfill dumped materials etc. Damage caused to boring tools or equipment shall be charged at cost rate plus 25%, this is deemed to include for any work required to bring tools back to their original measurements. For CFA an obstruction is deemed when rig refusal criteria is met;

CONDITIONS OF TENDER CONTINUED

- 20) Breaking out and removal of concrete and surface obstructions at individual pile locations;
- 21) Concrete in excess of the volume of concrete specified in BOQ. This will be charged at extra over rate for concrete provided;
- 22) Responsibility for damage and consequential loss due to settlement or movement due to mine workings, voids in the ground springs, artesian water or the presence of acids or other deleterious matter or other causes outside our immediate control or knowledge;
- 23) Restrictions on working or delivery hours. Our normal working hours are 07.30am to 6.00pm Monday to Friday;
- 24) Unloading/loading plant & materials out of normal working hours;
- 25) Heave protection or presence of desiccated soils;
- 26) Load testing of piles (subsequent testing will be offered in accordance with ICE (SPERW 2017);
- 27) Lateral loading and/or down drag imposed on the piles;
- 28) Cutting down and trimming piles to final cut-off level;
- 29) Extending, bending, cutting or straightening of pile reinforcement;
- 30) Maintenance/replacement of protection caps to projecting reinforcement bars, upon completion of individual piles. Note all piles will be fitted initially with mushroom caps when installed;
- 31) Provision of collateral warranty/insurance backed guarantee. This will be subject to review and agreement of the wording; this may be charged at an additional fee;
- 32) Retention monies, principal contractor discounts and LAD's, payment periods in excess of 14 days from our invoice /application unless expressly agreed in writing to the contra;

Note: If any discount has been offered it is based on prompt payment based on agreed payment dates. Any missed payment will negate the discount and any that has previously been offered will be claimed back.

COVID-19 (coronavirus)

Under current UK and Scotland Governments guidelines all employers are to immediately affect social distance working for their employees, as part of this Carpenter Foundations Ltd directors and staff are starting to work remotely, as such the signing of official documentation including but not limited to subcontracts and warranties, will take further time to return (if they can be at all), failure to return such documents under any time constraint contained in documentation will not impose penalty to Carpenter Foundations Ltd by way of reduced payment. This has to remain enforced until such times as the UK and Scottish guidelines are relaxed or removed.

While programme durations are given, they are to remain indicative and subject to change under the unprecedented global crises which is effecting resource and raw materials

CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 The Company – Carpenter Foundations Ltd
- 1.2 Employer – the organisation or person to whom this quotation is submitted and who enters into a contract or sub-contract for these works with the Company.
- 1.3 Contract – the contract for the supply of materials and carrying out of the works detailed in the quotation, all in accordance with these conditions.
- 1.4 Contract Price – the sum (fixed for 60 days) due for carrying out our works including any extra for Variations. All rates quoted are nett, subject to VAT at the appropriate rate, verification of site conditions and a satisfactory credit check.
- 1.5 Remeasurement – the quantities used will be charged to the Employer, in accordance with the priced bill of quantities or quotation rates. Unless stated, otherwise the rates are based on the uninterrupted execution of the works in a single visit to site.
- 1.6 Variations – any additional work, whether ordered or made necessary, due to unforeseen conditions including ground conditions which differ from those indicated at tender stage or noted in the ground investigation information provided at the time of pricing, underground obstructions encountered or standing time caused by circumstance outside the control of the Company.
- 1.7 Specification – the specification is the ICE Specification for Piling and Earth Retaining Walls SPERW, 3rd Edition 2017 as amended by the quotation or otherwise agreed in writing.

2. BASIS OF THE SALE

- 2.1 The Company shall supply materials and carry out the Works and the Employer shall pay for the Works and Materials in accordance with any written quotation of the Company which is accepted by the Employer subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the Employer.
- 2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Employer and Company.
- 2.3 The Company's employees or agents are not authorised to make any representations concerning the materials and works unless confirmed by the Company in writing. In entering into the Contract, the Employer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 2.4 Any advice or recommendation given by the Company or its employees or agents to the Employer or its employees or agents as to the suitability of application or efficacy of the Works or the Materials which is not confirmed in writing by the Company is followed or acted upon entirely at the Employer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 The quantity, quality and description of any specification for the Materials shall be those set out in the Company's quotation.
- 2.6 The Company reserves the right to make any changes in the specification of the Materials which are required to conform with any applicable safety or other statutory requirements or where the Materials are to be supplied to the Company's specification which do not materially affect their quality or performance.
- 2.7 Delays to agreed start dates will be on the basis that the Employer indemnifies the Company against all costs incurred (see Clause 3 below).

3. CANCELLATION OR DELAY CHARGES:

- 3.1 In the event of a delay or cancellation of the contracted works we reserve the right to apply delay or cancellation charges in line with our quoted standing time rates based upon 10 hours per day, 50 hours per week.
- 3.2 These charges will apply when the written notice to change an agreed start date is given less than five weeks prior to the agreed commencement date and will be based upon the number of substantiated non-working days before the next available work date for the planned rig and crew.
- 3.3 Furthermore, if after mobilisation to site, the works are split into phases, suspended, or omitted or cancelled, we reserve the right to levy standing charges and mobilisation charges as are appropriate.
- 3.4 If single visit works are changed to phased works, we reserve the right to re-price the works accordingly.

4. PAYMENT TERMS

- 4.1 Payment of all invoices or applications for payment is due in full in accordance with the specific payment terms agreed for each contract. Our Standard Terms are payment 14 days after date of Application or Invoice.
- 4.2 Retention and discount shall not be deducted (unless agreed in writing).
- 4.3 If any invoice / application is not paid by the due date we may at any time suspend the Works or withhold information. Interest will be charged on late payments at the rate of 2% per month, calculated on a daily basis, both before and after any judgement. Any associated costs resulting from any suspension of the works, will be charged to and paid by the Employer.
- 4.4 Ownership of the materials shall not pass to the Employer until the Employer has paid in full.
- 4.5 The Employer shall on placing an order and at least 7 days prior to the commencement of the works provide the Company with satisfactory credit references. The Company reserves the right to revise the required payment terms upon receipt of the credit references, and may require pro-forma up-front payment before work commences. The Company reserves the right to refuse to commence the Works or stop the Works at any time if the Employer fails to provide satisfactory assurances.
- 4.6 The Contract Price is exclusive of VAT.
- 4.7 No deductions or set off shall be made from the Contract Price for any reason whatsoever unless agreed by us in writing within fourteen days from the date of our invoice / application.

5. DEFECTS AND LIABILITIES

- 5.1 Any claim by the Employer which is based on any defect in the quality or condition of the materials and works or failure to correspond with the specification shall be notified in writing to the Company within 21 days after discovery of the defect of failure.
- 5.2 No liability shall attach to the Company nor will the Company accept responsibility for defects of any kind whatsoever arising from a cause which is outside its immediate and direct control or knowledge or could not reasonably have been foreseen by the Company at the date of the quotation and loss of support due to subsequent operations or any fault by reason of subsequent work carried out by others. In the event of change of use or in the loads to be carried by the work it is to be indemnified and held harmless by the Employer in respect of any liability loss or claim resulting from such variation(s). The piles must be constructed to lengths assessed by the Company although the Client's wishes will be given due consideration. The Company will not accept any responsibility for additional design or damage to the works caused by differential settlement or further settlement of part of the structure or adjacent structures not being part of our works.
- 5.3 In the case of driven piles, the depth at which sets will be obtained can not be calculated accurately and hence depths are assumed. In the event of depths not being achieved at the assumed depths, additional depth will be charged in accordance with the rates stated in our quotation.
- 5.4 We shall be indemnified by the Employer against the consequences of vibration arising through the installation of driven piles.
- 5.5 Where any valid claim in respect of any of the materials and works which is based on any defect in the quality of materials or condition of the works or the failure to meet specification is notified to the Company in accordance with these Conditions the Company shall be entitled to repair

the Works or replace the Materials (or the part in question) free of charge or at the Company's sole discretion refund to the customer the invoice price (or a proportionate part of the price) but the Company shall have no further liability to the Owner.

- 5.6 The liability to the Employer for negligence or any other default or breach of contract shall (except in respect of death or personal injury) be limited to the cost of replacing piles or carrying out alternative remedial work such as underpinning, the cost of repairing damage to any building to the extent that such damage was solely due to such negligence or breach of contract and removal and alternative accommodation costs during the carrying out of such remedial work to the extent and for such period as is necessary due to such remedial work rendering the building or the part of it in respect of which such costs are claimed incapable of beneficial occupation. For the avoidance of doubt the Company shall (save in relation to death or personal injury) have no further or other liability under this or any other contract or at common law and in particular (but without prejudice to the generality of the foregoing) the company shall have no liability for loss of profits loss of business opportunities liquidated damages payable to any person or the fact that no such liquidated damages become payable costs due to the delaying of any other construction or other works or any other losses of any kind save as clearly and specifically identified in the first sentence of this clause.
- 5.7 The Company shall not accept any responsibility for any losses or damage of such services as sewers pipes cables or other sub-surface structures and shall be indemnified and held harmless by the Employer for such loss damage or delays nor will the Company be held responsible for reinstatement of such services etc. after the completion of the works.
- 5.8 The Company shall not accept any responsibility for piles displaced from their positions by any obstructions below ground level or any unforeseen ground conditions. All additional expense caused to the Company thereby will be charged as an extra. If it is possible to overcome the obstruction with equipment already on site, we shall require to be paid for all time spent doing this. If this is not possible, we shall withdraw from the pile position whilst the obstruction is removed by others at no cost to the Company and shall require payment for all abortive work and delays. The cost of any plant or equipment lost or damaged in attempting to overcome obstructions will also be charged for.
- 5.9 The Company shall not be liable to the Employer or be deemed to be in breach of the Contract by reason of any delay in commencement of the contract or in performance or any failure to perform any of the Company's obligations in relation to the Works if the delay or failure was due to any cause beyond the Company's reasonable control:

- 5.10.1 Act of God: explosion flood tempest fire or accident
- 5.10.2 War or threat of war sabotage insurrection civil disturbance or requisition
- 5.10.3 Acts restrictions regulations bye-law prohibitions or measures of any kind on the part of any governmental parliamentary or local authority.
- 5.10.4 Import or export regulations or embargoes.
- 5.10.5 Strikes lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party).
- 5.10.6 Difficulties in obtaining raw Materials labour fuel parts of machinery.
- 5.10.7 Power failure or breakdown in machinery.
- 5.10.8 Delays on previous contracts beyond the Company's control.

6. INFORMATION

- 6.1 Revisions of drawings & specifications. Where drawings and specifications are revised after the date of issue of the quotation it is the responsibility of the Employer to ensure that all such revisions, are received by the Company and a receipt of the same is issued in confirmation of that fact.
- 6.2 Our quotation is based upon the ground conditions and information provided at tender stage as stated in our quotation. Any additional works required to overcome a change in these ground conditions will be valued in accordance with the rates stated in our quotation.
- 6.3 The Company cannot accept any responsibility for any additional costs that may arise as a result of a lack of site investigation information, a lack of knowledge of the ground conditions, or inaccurate site investigation information provided by any other party.

7. DETERMINATIONS AND DISPUTES

- 7.1 The Contract shall be governed by the laws of England.
- 7.2 Any rights of any person to enforce the terms of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 7.3 If the Employer is in breach of this Contract then the Company shall be entitled to treat the Contract as terminated and the Employer shall pay to the Company the full amount of the Contract price (less any sums not incurred by the Company as a result of not being required to complete the Works) or 52% of the Contract price whichever is the greater. The above also applies if the Employer terminates the subcontract, through no fault of the Company, before commencement or part way through the Project.
- 7.4 If part II of the Housing Grants, Construction and Regeneration act 1996 applies to the contract any adjudication shall be carried out in accordance with such adjudication rules and procedures as may be required by the Company's insurers or if no specific rules or procedures are so required then in accordance with the model adjudication procedure published by the Construction Industry Council current at the date the adjudication is commenced.
- 7.5 Where any dispute arises between the Employer and the Company (whether or not the dispute is referred to adjudication under Clause 12.1 and including a dispute as to whether or not any adjudicator's decision is correct) the parties may attempt to settle such dispute by mediation in accordance with the Centre for Dispute Resolution ("CEDAR") Model Mediation procedure. The commencement of mediation will not prevent the parties commencing or continuing court proceedings. No documents prepared for or communications relating to mediation proceedings may subsequently be used for the purposes of any court proceedings without the written consent of both parties.

8. GENERAL

- 8.1 All plant which the property of this Company is shall remain in our ownership but for the purpose of any contracts shall be deemed to be hired plant.
- 8.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9. INSURANCES

- 9.1 This quotation is based on the current standard insurances of the Company at the time of quotation which are available on request. It shall be the responsibility of the Employer to arrange such other insurances as he shall consider appropriate.
- 9.2 Provision of 21.2.1 type insurance, which is insurance against damage to Third Party Property whilst we are carrying out our work, unless this damage is caused by our negligence, is not included. Contract specific quotations can be provided upon request.