**Pre-Award Meeting Minutes**

|  |  |
| --- | --- |
| **Employer:** | Advance Northumberland (Developments) Limited |
| **Project:** |  |
| **Meeting date:** |  |
| **Meeting venue:** |  |

|  |  |
| --- | --- |
| **Sub-Contractor** |  |
| **Address:** |  |
| **Contact number:** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Attendees** | **Company** | **Position** | **REF** |
|  | ADV | Contract Manager |  |
|  | ADV | Site Manager |  |
|  | ADV | Quantity Surveyor | CW |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Purpose of the meeting:**

To discuss and agree with the Sub-Contractor the tender in general, the proposed Sub-Contract, the programme requirements, the site requirements, CDM / site health and safety, valuations, and certificates. This document does not constitute an order at this stage, but the contents amplify the conditions for Sub-Contract works and will form part of any subsequent Sub-Contract agreement.

**1.0 Contract Particulars**

|  |  |
| --- | --- |
| **1.1 Contract Description:** | To appoint a sub-contractor to carry out the drylining works as part of the Whinney Hill Phase 1A & 2A development at the Choppington, Guidepost, Whinney Hill |
| **1.2 Site Address:** | Land at Guidepost, Northumberland, NE62 5RD |
| **1.3 Contractor Personnel:** |
| Contract Manager  | NAME | EMAIL |
| Site Manager  | NAME | EMAIL |
| Quantity Surveyor  | NAME | EMAIL |
|  |  |  |
| **1.4 Sub-Contractor Personnel:** |
| Contract Manager | NAME | EMAIL |
| Supervisor | NAME | EMAIL |
| Quantity Surveyor | NAME | EMAIL |
|  |  |  |

**2.0 Scope of Works**

|  |  |
| --- | --- |
| **2.1 Description of the Sub-Contract Works:** | Carry out the drylining works |

**2.2** The Sub-Contractor is deemed to have inspected and examined the site and be fully aware with the conditions under which the works will be carried out. No failure on the part of the Sub-Contractor to discover or foresee any such condition, risk, contingency, or circumstance whether the same ought reasonably to have been discovered or foreseen, shall entitle the Sub-Contractor to any adjustment of the Contract Sum or to any extension of time.

**2.3** The Sub-Contractor is responsible for checking that the interface between their own works and work executed by others, either before or following their works is satisfactory. The Sub-Contractor is to undertake a site inspection/ visit prior to commencement of the Sub-Contract works. The Sub-Contractor shall notify the Contractor in writing of any modifications required in sufficient time (& no more than 2 weeks prior to commencement of the Sub-Contract works) to allow rectification prior to commencement of the Sub-Contract works. The Sub-Contractor shall not be entitled to any adjustment of the Contract Sum or to any extension of time where they have failed to notify the contractor in sufficient time to allow for remedial works to be undertaken.

**3.0 Commercial & Contract Administration**

|  |  |
| --- | --- |
| **3.1 Type of Subcontract:** | Domestic Services |

|  |  |
| --- | --- |
| **3.2 Subcontract conditions:** | Advance Northumberland (Developments) Limited’s Terms and Conditions of Engagement of Sub-Contractors & Suppliers, and all documentation appended and/ or referred to therein |

|  |  |
| --- | --- |
| **3.3 Value of Subcontract Order:** | £0.00 (Gross Amount) |

|  |  |
| --- | --- |
| **3.4 Basis of the Subcontract Sum:** | Lump Sum / ~~Re-Measure~~ |

|  |  |
| --- | --- |
| **3.5 Discount on gross value certified:** | 0.00% (if applicable) |

|  |  |
| --- | --- |
| **3.6 Level of liquidated and ascertained damages:** | £125 per unit per week  |

|  |  |
| --- | --- |
| **3.7 Retention on gross value certified:** | 5.0% |
| Process of release is in accordance with the T&C’s. |

|  |  |
| --- | --- |
| **3.8 Payment terms:** | Payment process is in accordance with the T&C’s / Payment Schedule. |

|  |
| --- |
| **3.9 The Sub-Contractor is to provide the following as a minimum level of insurance:** |
| Employers Liability £ 5m for any one occurrencePublic Liability £ 5m for any one occurrence |

**3.10 The following documents are required before an order can be placed:**

a. Insurance Certificates in line with the minimum levels as contained in section 3.9

b. UTR Tax Certificate

c. VAT Registration Details

**3.11 The Subcontract relative to the Main Contract:**

The Sub-Contractor confirms that he shall be bound by the terms and conditions of the Main Contract. Where a discrepancy occurs between the provisions of the Main Contract and the Sub-Contract, the Sub-Contract shall prevail.

**3.12** The Sub-Contractor confirms that within 4 weeks of practical completion of the works they shall submit a fully detailed Final Statement inclusive of full supporting documentation. Should this not be provided Advance will issue a final statement in lieu. Payment of any monies as set out by Advance in the final statement shall be deemed acceptance by the Sub-Contractor.

**3.13** Final Account Requirements:-

a) Fully detailed Final Statement – As item 3.12

b) Collateral Warranty executed & returned (where applicable to the works)

c) Confirmation that the works are suitable for handover with the relevant trade handover form completed

d) O&M Manual information complete & received – As item 3.16

e) Health and Safety File information complete & received – As item 3.16

f) Commissioning certificates and data complete & received – As item 3.16

g) Quality Assurance documents received & signed off – As item 3.16

**Note, final payment will not be processed until all the above items have been received and/ or signed off by Advance.**

**3.14** The Sub-Contractor confirms that they will provide all necessary cost advice inclusive of the notification of any programme implication (failure to notify programme implication alongside cost advice will preclude the Sub-Contractor from claiming later) for variations within 7 days of a request from Advance.

Submitted cost advice is deemed to be inclusive of any additional preliminaries required by the Sub-Contractor in undertaking the works whether expressly identified or not.

Failure to provide cost advice in line with the timescales above will preclude their inclusion within the Subcontract Final Account. Time shall be regarded as of the essence in respect of this obligation.

Variations may only be instructed by Quantity Surveyor for the project. Payment will not be made for any variations which have not been instructed in writing by the authorised personnel as detailed above together with the cost fully substantiated and agreed by the Quantity Surveyor.

**3.15** Variations will be measured in the following way:

1. Bill rates

2. Priced variations

3. Agreed schedule of rates

Dayworks will not be authorised/ paid. Any daywork sheets submitted will be regarded as for Record Purposes only.

All variations are to be costed as a fixed price lump sum.

It is at the discretion of the Quantity Surveyor to determine works are valid, do not already constitute the Sub-Contractor's contract works or can be measured in the process detailed above.

**3.16** Prior to Practical Completion of the **Sub-Contract Works** the Sub-Contractor shall submit the following information: -

All guarantees & warranties

All necessary information for the O and M Manuals

All necessary information for the Health and Safety File

All necessary QA information

All necessary Commissioning certificates and data in line with the construction programme commissioning dates, including NHBC evidence as required where applicable to a project.

**3.17** The Sub-contractor agrees that all of the Sub-Contractors’ terms and conditions detailed within any of their documents/submissions are omitted in their entirety and are superseded by the terms and conditions agreed within these minutes and the Sub-Contract.

**4.0 Attendances:**

**4.1** Refer to Schedule of Attendances for detailed list of attendances located at Appendix 2 of this document

**4.2** All other facilities and equipment are to be provided by the sub-contractor.

**4.3** We do not provide skips for use by sub-contractors. Waste management reports are to be provided by the sub-contractor monthly.

**4.4** The sub-contractor is responsible for the control of their own deliveries. Failure to manage deliveries will result in charges accordingly as per item 4.7.

**4.5** Any hazardous waste produced because of the Sub-contractors works is to be disposed of by the sub-contractor. All certification for the safe disposal of this material is to be provided to the Site Manager.

**4.6** The Sub-contractor shall keep his work area tidy. If he fails to do so Advance will carry out this work on his behalf and levy charges accordingly as per item 4.7. The sub-contractor agrees that any costs levied are agreed unless challenged within 48 hours of notification.

**4.7** Charges:

Labour £30 Per Hour (Minimum charge of 4 hours, and hourly increments thereafter)

Skip £350 Per Unit (additional charges to apply for non-general waste)

**5.0 Programme Requirements:**

|  |  |
| --- | --- |
| Overall Duration:  | 15 weeks Build Route only |
| Number of visits: | As required |
| Notice to commence period: | 1 week |
| Start Date: | Earliest: 18th March 2024 - Latest: 18th March 2024 |

|  |
| --- |
| Advance reserve the right to amend the subcontract programme of works throughout the project. Upon issue of any revised programme the Sub-contractor is to satisfy themselves as to the contents and any effect this may have on the commencement & completion date of the subcontracted works together with the relevant works duration.The Sub-contractor is obliged to provide any comment on the revised programme within 48 hours of transmittal. Should no comment be received within the relevant period this will be deemed as acceptance in whole and preclude the award of any Extension of Time. |

**5.1** The Sub-contractor is to notify Advance of any incurred delay to the subcontract works immediately. Failure to do so within 5 days shall preclude the sub-contractor from making any claim in relation to the incurred delay.

**5.2** The sub-contractor confirms they will attend programme & progress meetings as and when requested by Advance.

**6.0 Design:**

|  |
| --- |
| **6.1 Subcontract Design:** |
| Design responsibility of the sub-contractors: | N/A |
| Scope of Sub-contractors design responsibility: | N/A |
| Collateral Warranties as required under the main contract: | No |
| Level of Professional Indemnity Insurance Required: | N/A |
| Information Required to allow design to commence: | N/A |
| **Design Durations:** |
| Sub-contractor commencement of design: | Released at tender  |
| Preliminary Issue design release: | N/A |
| Advance/ design team review period: | N/A |
| Construction issue design release: | N/A |
| Advance/ client team review period: | N/A |
| Lead time from final approval of design: | N/A |
| Start of site: | N/A |

**6.1 RFI’s**

All Requests for Information (RFI’s) and Technical Queries (TQ’s) must be issued to Advance Site Team in the first instance. Whilst Advance endeavour to respond to all RFI’s/ TQ’s as quickly as possible it is the duty of the sub-contractor to allow time (5 working days minimum) for review and response.

**6.2** Design meetings and focused design workshops will be held for co-ordination purposes throughout the project. Sub-contractor attendance and involvement at relevant design meetings/ workshops is deemed to have been allowed for in the sub-contractor’s quotation and programmed duration.

**6.3 Details of samples required**

N/A

Samples are to be provided free of charge in line with the project specification.

**7.0 Site Working House & Deliveries:**

|  |
| --- |
| **7.1 Site Working Hours:** |
| Monday to Thursday: | 8:00am to 5:00pm |
| Friday: | 8:00am to 3:30pm |
| Saturday: | None |
| Sunday: | None |

**7.2 Weekend/Out of hours Working:**

By prior agreement only - Approval from Quantity Surveyor required in advance.

Advance supervision charges will be recoverable for any weekend/ out of hours working.

**7.3 Delivery Restrictions:**

The sub-contractor is to provide a delivery schedule for approval 2 weeks prior to commencement on site.

**No deliveries are to be scheduled between the hours of:** TBC IF ANY RESTRICTIONS.

Failure to adhere to the above delivery restrictions may result in termination of the subcontract.

**8.0 CDM Regulations / Site Health & Safety:**

**8.1** All information provided by/ required from the sub-contractor is to be issued electronically/by email to the Site Manager.

**8.2 Health & Safety Policy:**

The Sub-contractor is to provide their company Health and Safety Policy.

**8.3 Risk Assessments:**

Site/ activity specific Risk Assessments are to be provided for each work activity. The sub-contractor is to ensure all site personnel understand, sign and date these prior to works commencing.

**8.4 Construction Phase Health & Safety Plan:**

The Construction Phase Health & Safety Plan to be read in full and signed on behalf of sub-contractor prior to works commencing.

**8.5 Method Statements:**

Site/ activity specific Method Statements are to be provided for each work activity 2 weeks prior to commencement. The sub-contractor is to ensure all site personnel understand, sign and date these prior to works commencing.

**8.6 Work Permits:**

Work Permits will be required for all high-risk activities. These must be obtained from Advance site management prior to works commencing.

**8.7 Site Induction / Certification:**

All sub-contractor personnel must attend a site induction prior to commencing work on site and provide all relevant plant and personnel training certification.

Site inductions will be carried out at 8.00am daily - TBC. Personnel requiring an induction must arrive on site 15 minutes prior and notify site management. Failure to adhere to this may result in the operative being turned away from site.

Sub-contractors site supervisor must attend a daily briefing at 3pm – TBC IF THESE OCCUR AT ADVANCE each day unless an alternative time is agreed with site management.

**8.8 Accidents:**

Any accidents, incidents or near miss events are to be reported to the Site Manager as soon as they occur to ensure correct procedures are followed.

The Sub-contractor must provide an incident report in the format provided by Advance within 48 hours of an incident occurring.

The Sub-contractor must also attend the subsequent Accident Investigation Meeting.

**8.9 COSHH Assessments:**

COSHH Assessments are required from the sub-contractor for any hazardous materials.

The Sub-contractor is to provide suitable storage of any hazardous materials.

**8.10 Toolbox Talks:**

The Sub-contractors site personnel are to attend any Toolbox Talks that the Site Manager proposes over the duration of the contract.

The Sub-contractor is to undertake regular Toolbox Talks of no more than weekly intervals, a record of which is to be provided to the Site Manager.

**8.11 First Aid:**

The Advance Site Manager is a trained First Aider.

|  |
| --- |
| **Sub-contractor to confirm details of first aider** |
| **Name:** | Joe Riddell |
| **Contact Details:** | Joe.Riddell@advancenorthumberland.co.uk |

**8.12 Safety Consultants:**

Advance will inspect the site periodically and produce a H&S report. Any actions by the sub-contractor must be carried out within 24 hours. Should items remain unactioned Advance may undertake the corrective action on the sub-contractors behalf and recover any cost incurred accordingly.

|  |
| --- |
| **Sub-contractor to confirm details of employ own Safety Consultants** |
| **Name:** | TBC |
| **Contact Details:** | TBC |
| **Inspection Periods** | TBC |

**8.13 Welfare:**

Advance will provide a mess cabin for site welfare and toilets with washroom facilities on a shared basis with the rest of the workforce. Any misuse of these facilities will result in them being withdrawn and charges levied.

**8.14 Storage:**

The storage of sub-contractors' materials and plant is the responsibility of the sub-contractor.

**8.15 Migrant Workers (language):**

Should the sub-contractor propose to resource any workers to site that are unable to speak English they must be accompanied by a same trade English speaking worker who can interpret for them.

The ratio is 3 to 1 i.e. only 3 non-English speakers per English speaker.

**8.16 Sub-contractors own Sub-contractor Safety:**

The sub-contractor must submit his own sub-contractor’s safety documentation and state how he intends to audit this safety documentation.

**9.0 Labour, Plant, Supervision & Quality Assurance:**

**9.1 Sub-contractors own contractors:**

The sub-contractor must confirm if he intends to sublet any elements of work.

Where the Sub-contractor is given approval to further sub-let any part of the works (Approval of any proposed sub-sub-contractors must be obtained in writing prior to commencement), then the Sub-contractor is responsible for such sub-sub-let work as though he had carried out the sub-sub-let work himself.

|  |  |
| --- | --- |
| **9.2** The Sub-contractors is to confirm their daily labour resource level:  | TBC |
| The sub-contractor is to provide a weekly resource schedule within two weeks of order |

|  |
| --- |
| **9.3 Sub-contractor to confirm details of full time supervisor** |
| **Name:** | TBC |
| **Contact Details:** | TBC |

|  |  |
| --- | --- |
| **9.4** Sub-contractors is to confirm their anticipated plant on site: | TBC |
| The sub-contractor is to provide a weekly resource schedule within two weeks of order |

**9.5** The sub-contractor confirms acceptance of responsibility to protect all their and adjoining works from damage during the works.

The sub-contractor confirms acceptance of responsibility to maintain protection of their works, until accepted, signed off and handed over to Advance.

**9.6** Throughout the installation of the works a sectional handover programme is to be agreed with the Site Manager with areas / the works signed off for acceptance.

**9.7** Advance complies with house building quality control guarantees such as NHBC and others. Subcontractor required to comply also with regards to materials/workmanship to ensure guarantees / sign-offs are provided.

**9.8** Advance reserve the right to halt the subcontract works at any time should an issue with quality arise. Any subsequent delay to the programme and/ or costs incurred are the responsibility of the sub-contractor.

**10.0 Maintenance Defects:**

**10.1** The sub-contractor is to carry out his own remedial inspections prior to handover of the subcontract works.

**10.2** The sub-contractor must rectify any snagging lists issued by Advance, house building quality control guarantee personnel and end users/purchasers within 7 days.

**10.3** Failure to undertake remedial works to the agreed timescale will result in Advance undertaking the works and the sub-contractor being charged accordingly.

**10.4** The Rectification Period will commence from Practical Completion of the Subcontract Works for a period of 24 months, or where under a Main Contract arrangement it will commence from project Practical Completion for a period of 24 months.

**10.5** Should any defects arise within the Rectification Period the Sub-contractor is to respond in line with the times and periods required by Advance, or/in addition to as stated under the Main Contract (where Main Contract applies).

**10.6** The Sub-contractor is deemed to have allowed for any required maintenance to the subcontract works/ installed products within the Rectification Period to maintain warranties.

Failure to undertake maintenance will result in Advance undertaking and the sub-contractor being charged accordingly.

**11.0 Information Required:**

|  |
| --- |
| **11.1 Information previously received by the sub-contractor:** |
| **Tender enquiry:** | Portal Reference: TBCDate: TBC |

|  |
| --- |
| **11.2 Information required by Advance:** |
| Prior to Order1 - Copy of all relevant insurances2 – Weekly Labour Resource Forecast3 – Weekly Plant Resource ForecastPrior to Commencement1 - RAMS to be provided prior to start on site – Minimum of 2 weeks prior to commencement2 - Detailed delivery schedule for materials3 -Schedule of handover documentationThroughout Project1 - Monthly Valuations – In accordance with Payment Schedule2 – Weekly Progress updatesOn Completion1 -O&M Manual / guarantees / warranties 2 -Final Account Statement |

|  |
| --- |
| **11.3 Information required by Sub-contractor:** |
| 1 - 2 - 3 –  |

**12.0 Any other Business:**

Security – irrespective of whether the Contractor provides site security, responsibility for costs and repair/ replacement of any damage/ loss of the Sub-contractor’s materials, plant or the like remains wholly with the Sub-contractor.

**Appendix 1 - Supplementary Meeting Minutes / Actions:**

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Action** |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |
| **6** |  |  |

**Appendix 2 - Attendances:**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Provided By** |  |
|  | **Attendance** | **By Sub-contractor** | **By Advance** | **N/A** | **Comments** |
| **1** | **STATUTORY HEALTH & WELFARE** |  |  |  |  |
|  | Statutory health and welfare facilities will be provided by Advance in line with CDM regulations |  | √ |  |  |
| **2** | **LIGHTING, POWER & FUEL** |  |  |  |  |
|  | .1 General Lighting | √ |  |  |  |
|  | .2 Task Lighting | √ |  |  |  |
|  | .3 110V to agreed location. | √ |  |  |  |
|  | .4 Extension leads, cables, leads etc | √ |  |  |  |
|  | .5 Generators & fuel specific to s/c works | √ |  |  |  |
|  | .6 Special temp/permanent power supply, ie 3 phase | √ |  |  |  |
| **3** | **SCAFFOLDING** |  |  |  |  |
|  | .1 Main Standing scaffold | √ |  |  | If designed, S/C must provide copies of PI insurance |
|  | .2 Any other high level access requirements | √ |  |  | By Sub-contractor if required |
|  | .3 Edge protection | √ |  |  | By Sub-contractor if required |
|  | .4 Debris Mesh | √ |  |  | By Sub-contractor if required |
|  | .5 Guard Rails | √ |  |  | By Sub-contractor if required |
|  | .6 Safety Netting | √ |  |  | By Sub-contractor if required |
|  | .7 Alloy towers & platforms | √ |  |  | By Sub-contractor if required |
| **4** | **HOISTING & LIFTING** |  |  |  |  |
|  | .1 Static Hoist | √ |  |  | By Sub-contractor if required |
|  | .2 Crane | √ |  |  | By Sub-contractor if required |
|  | .3 Forklift / Telehandler | √ |  |  | By Sub-contractor if required |
|  | .4 Scissor lift / platform lift / MEWPs | √ |  |  | By Sub-contractor if required |
| **5.** | **PROVISION OF SMALL TOOLS** | √ |  |  |  |
| **6.** | **WATER** |  |  |  |  |
|  | .1 Supply of water, stand pipes etc. | √ |  |  |  |
|  | .2 Water Distribution *incl hosepipes* | √ |  |  |  |
| **7.** | **SETTING OUT & MINOR WORKS** |  |  |  |  |
|  | .1 Grid Lines and Datum Levels Each Floor | √ |  |  |  |
|  | .2 From Grid Lines and Datum Level | √ |  |  |  |
|  | .3 Setting Out Chases, Holes, Cast-in Fixings | √ |  |  |  |
|  | .4 Forming holes up to 150 dia and chases and secondary support | √ |  |  |  |
|  |  | **Provided By** |  |
|  | **Attendance** | **By Sub-contractor** | **By Advance** | **N/A** | **Comments** |
| **8** | **UNLOADING** |  |  |  |  |
|  | .1 Delivery control & recording of information | √ |  |  |  |
|  | .2 Hand Unloading | √ |  |  |  |
|  | .3 Mechanically Assisted Unloading | √ |  |  |  |
|  | .4 Banksman | √ |  |  |  |
| **9.** | **DISTRIBUTION** |  |  |  |  |
|  | .1 From Stack or Store | √ |  |  |  |
|  | .2 Hoisting and placing in position (vertically) | √ |  |  |  |
|  | .3 Distributing across site (horizontally) | √ |  |  |  |
| **10.** | **STORAGE** |  |  |  |  |
|  | .1 Sub-contractor’s Requirements for Storage | √ |  |  |  |
|  | .2 Security of materials/ plant etc | √ |  |  |  |
| **11.** | **REGULAR CLEANING** |  |  |  |  |
|  | .1 To central location or skip | √ |  |  |  |
|  | .2 Provision of skips | √ |  |  |  |
|  | .3 General housekeeping of the s/c works | √ |  |  |  |
|  | **NOTE: Pallets, cable drums, stillages and the like are NOT general waste – to be returned to supplier** |
| **12.** | **PROVISION OF SAFETY BARRIERS** |  |  |  |  |
|  | .1 Main site |  | √ |  | Main site boundary only |
|  | .2 For designated area of the s/c works | √ |  |  |  |
| **13.** | **PROTECTION** |  |  |  |  |
|  | .1 Temporary Protection | √ |  |  |  |
|  | .2 Weather Protection | √ |  |  |  |
| **14.** | **GENERAL** |   |  |  |  |
|  | .1 Signing & acceptance of materials and plant | √ |  |  |  |
|  | .2 Hardstanding | √ |  |  |  |
|  | .3 General prelims, ie phone, IT equipment & stationary | √ |  |  |  |
| **15.** | **ANY OTHER BUSINESS** |  |  |  |  |

|  |
| --- |
| **Comments / Site Specific Issues** |
|  |