

**DATE**

**09 AUGUST 2022**

**(1)**

**THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE**

**- and -**

**(2)**

**JPS RENEWABLE ENERGY LTD**

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**CONTRACT FOR THE REFURBISHMENT OF PLEYDELL GARDENS PUBLIC  
TOILETS**

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**THIS AGREEMENT** is made the 9th day of August 2022

**BETWEEN**

(1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** of Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY ("**the Employer**")

**AND**

(2) **JPS RENEWABLE ENERGY LTD** (company registration no. 07609342) whose registered office is at Suite 1, First Floor, 3 Jubilee Way, Faversham, England, ME13 8GD ("**the Contractor**")

hereinafter collectively called "**the Parties**" and independently called "**the Party**"

**WHEREAS**

The Employer wishes certain works to be provided, namely the refurbishment of Pleydell Gardens Public Toilets ("the Works") and has accepted a tender from the Contractor dated 25<sup>th</sup> May 2022 for the provision of the Works

**IT IS HEREBY AGREED** as follows:

1. This Agreement incorporates the following documents and constitutes the entire agreement between the Parties relating to the Works:

- JCT Minor Works Building Contract 2016 referred to in Appendix 1;
- the Employer's Schedule of Amendments to the JCT Minor Works Building Contract 2016 Edition ("Schedule of Amendments") contained in Appendix 2, which shall prevail over any of the other documents listed below in the event of conflict between those documents and the Employer's Schedule of Amendments;
- Employer's Form of Tender and Contract Specification including:
  - Scope of Works;
  - Construction Works Policy

- Floor Plan
  - Contractor's tender dated 25<sup>th</sup> May 2022 including:
    - Form of Tender and priced Contract Specification;
    - Forms of Declaration;
  - Any relevant correspondence between the Parties.
- 2. In consideration of the provision of the Works by the Contractor, the Employer agrees to pay the Contractor the Contract Sum at the times and in the manner set out in this Agreement. The Contract Sum shall be **£88,686.50**
- 3. In consideration of the payments to be made by the Employer to the Contractor in accordance with Clause 2 of this Agreement, the Contractor agrees to deliver the Works in compliance in all respects with the provisions of this Agreement.
- 4. The Employer hereby appoints the Contractor as Principal Contractor for the Works for the purposes of regulation 14 of the Construction (Design and Management) Regulations 2015 ("CDM").
- 5. The Contractor shall indemnify and hold harmless the Employer against any liability which the Employer may incur to any person whatsoever and against any claims, demands, costs and/or expenses sustained, incurred or payable by the Employer to the extent that the same arises by reason of any breach of this Agreement or an instruction or any tortious or negligent act or omission on the Contractor's part (and/or any third party to whom the Contractor has subcontracted the performance of the Contractor's obligations or part thereof) in the performance of the Contractor's obligations under and in connection with this Agreement.
- 6. Nothing in the Contracts (Rights of Third Parties) Act 1999 shall entitle a person who is not a party to this Agreement to enforce any term of the Agreement.

7. For the avoidance of doubt the provisions of this Agreement shall be construed and interpreted according to the laws of England and for the purpose of any steps to be taken by the Employer to enforce the Contractor's obligations under this Agreement or any of them the Contractor hereby submits to the jurisdiction of the Courts of Law of England.

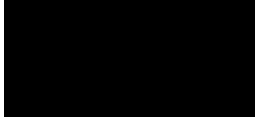

**IN WITNESS** whereof the Parties have executed this Agreement under hand on the day and year first above written

**FOR AND ON BEHALF of  
THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE**



.....  
Authorised Officer

**FOR AND ON BEHALF OF JPS RENEWABLE ENERGY LTD**

<b>Director</b>	<b>Signature</b> 
	<b>Name IN CAPITALS</b> 

## APPENDIX 1

### CONDITIONS OF CONTRACT

The Form of Contract in respect of the refurbishment of Pleydell Gardens Public Toilets shall be the **JCT Minor Works Building Contract 2016 Edition**

The Employer shall be:

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE of Civic Centre,  
Castle Hill Avenue, Folkestone, Kent CT20 2QY

The Contractor shall be:

JPS RENEWABLE ENERGY LTD (company registration no. 07609342) whose registered office is at Suite 1, First Floor, 3 Jubilee Way, Faversham, England, ME13 8GD

The Contractor shall enter into the Contract with the Employer executed as a Deed

The Recitals, Articles and Contract Particulars shall be construed in accordance with the following:

#### Recitals

First: The Employer wishes to have the following work carried out:

the refurbishment of Pleydell Gardens Public Toilets

at Pleydell Gardens, Folkestone, CT20 2DN (“the Works”)

Second: the Employer has had the following documents prepared which show and describe the work to be done::

a Specification (“the Contract Specification”); and  
Floor Plan

those documents together with this Agreement, the Conditions, Schedule of Amendments thereto and , if applicable, a Schedule of Rates as referred to in the Third Recital (collectively 'the Contract Documents')<sup>[5]</sup> as defined in the Schedule of Amendments are annexed to this Agreement  
Third: priced Contract Specification

## Articles

### Article 1: Contractor's Obligations

The Contractor shall carry out and complete the Works in accordance with the Contract Documents

### Article 2: Contract Sum

Eighty eight thousand, six hundred and eighty six pounds and fifty pence (£88,686.50) ("the Contract Sum")

### Article 3: Contract Administrator shall be: [REDACTED]

of Folkestone & Hythe District Council, Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY.

or, if he ceases to be the Contract Administrator, such other person as the Employer shall nominate for that purpose

### Article 4: Principal Designer

The Principal Designer for the purposes of the CDM Regulations is the Contract Administrator

Or<sup>[1]</sup> \_\_\_\_\_ [1]

of \_\_\_\_\_

\_\_\_\_\_ or such replacement as the Employer at any time appoints to fulfil that role

### Article 5: The Principal Contractor for the purposes of the CDM Regulations is the Contractor

or \_\_\_\_\_

<sup>[5]</sup> It is envisaged that in those cases where there is an applicable BIM or other communications protocol this will be included within one of the Contract Documents identified in the Second Recital

<sup>[1]</sup> Under the CDM Regulations 2015, regardless of whether or not a project is notifiable, there is a requirement to appoint a principal designer and a principal contractor in all cases where there is more than one contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time. For these purposes, the term 'contractor' is broadly defined by the regulations and treats the Contractor's sub-contractors as separate contractors

of \_\_\_\_\_  
\_\_\_\_\_

or such replacement as the Employer at any time appoints to fulfil that role

Article 7: Does not apply

Article 8: Applies

Article 9: The Articles of Agreement and the Conditions shall have effect as modified by the Employer's Schedule of Amendments attached hereto

### Contract Particulars

Fourth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2)	Base Date	Base Date: 25 <sup>th</sup> May 2022
Fourth Recital and clause 4.2	Construction Industry Scheme (CIS)	Employer at the Base Date is not a 'contractor' for the purposes of the CIS
Fifth Recital	CDM Regulations <sup>[3]</sup>	The project is not notifiable
Sixth Recital	Framework Agreement (if applicable) <i>(state date, title and parties)</i>	_____ _____ _____
Seventh Recital and Schedule 3	Supplemental Provisions	
	Collaborative working	Paragraph 1: applies
	Health and Safety	Paragraph 2: applies
	Cost savings and value improvements	Paragraph 3: applies
	Sustainable development and environmental considerations	Paragraph 4: applies
	Performance Indicators and monitoring	Paragraph 5: applies

<sup>[3]</sup> Under the CDM Regulations 2015 a project is notifiable if the construction work on a construction site is scheduled either to last longer than 30 working days and have more than 20 workers working simultaneously at any point in the project or to exceed 500 person days

	Notification and negotiation of disputes	Supplemental Provision 6: applies
	Where Supplemental Provision 6 applies, the respective nominees of the Parties are	Employer's nominee: [REDACTED], Building Surveyor, Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY. Contractor's nominee: [REDACTED], Construction Director or such replacement as each Party may notify to the other from time to time
Article 7	Arbitration (if neither entry is deleted, Article 7 and Schedule 1 do not apply)	Article 7 and Schedule 1 (Arbitration) do not apply
2.2	Works commencement Date :	5 <sup>th</sup> September 2022
2.2	Date for Completion:	28 <sup>th</sup> October 2022 <i>[with 'later date' wording to remain in contracts]</i>
2.8	Liquidated Damages	at the rate of: £100 per week
2.10	Rectification Period: (The period is three months unless a different period is stated)	3 months from date of practical completion
4.3	Interim payments – Interim Valuation Dates <sup>[17]</sup> (Unless otherwise stated, the first Interim Valuation Date is one month after the Works commencement date specified in these Particulars (against the reference to clause 2.2) and thereafter at monthly intervals)	The first Interim Valuation Date is One month after commencement  and thereafter at intervals of one month.

<sup>[17]</sup>The first Interim Valuation Date should not be more than one month after the Works commencement date and the intervals between Interim valuation Dates should not be more than one month.

<sup>[16]</sup> An insertion is needed here only if the default position is not to apply. If no retention is required, insert '100' in the percentage entries for clause 4.3.



4.3	Payments due prior to practical completion – percentage of total value of work etc. (The percentage is 95 per cent unless a different rate is stated.)	95 Per cent <sup>[16]</sup>
4.3	Payments becoming due on or after practical completion – percentage of the total amount to be paid to the Contractor (The percentage is 97 ½ per cent unless different rate is stated)	97.5 Per cent <sup>[16]</sup>
4.3 and 4.8	Fluctuations provision (Unless another provision or entry is selected, Schedule 2 applies)	no fluctuations provision applies
4.3 and 4.8	Percentage addition for Schedule 2 (paragraph 13) if applicable	N/A
4.8.1	Supply of documentation for computation of amount to be finally certified:	thirty (30) Days from the date of practical completion
5.3.	Contractor's Public Liability Insurance:	
	injury to persons or property – the required level of cover is not less than	£5,000,000 For any one occurrence or series of occurrences arising out of one event

5.4A, 5.4B and 5.4C	Insurance of the Works etc - alternative provisions	Clause 5.4C (Existing structures insurance by Employer in own name)
5.4A and 5.4B	Percentage to cover professional fees (if no other percentage is stated, it shall be 15 per cent)	15%
5.4C	Insurance arrangements – details of the required policy or policies	Are set out in the following document(s)
7.2	Adjudication	The Adjudicator is: Nominating body: The Royal Institution of Chartered Surveyors

## APPENDIX 2

### Schedule of Amendments to the JCT Minor Works Building Contract 2016 Edition (Article 9)

#### SECTION 1 DEFINITIONS AND INTERPRETATION

##### Clause 1.1 Definitions

Amend the definition of “Joint Names Policy” by inserting the words “and any funder or other third party as the Employer may require” after the word “Contractor” and before the word “as”.

Insert the following new Definitions:

**“Contract Documents:**

- Joint Contracts Tribunal (JCT) Minor Works Building Contract 2016 edition;
- the Employer’s Schedule of Amendments to the JCT Minor Works Building Contract 2016 edition;
  
- the Contractor’s Quotation Document including:
  - Form of Quotation dated 25<sup>th</sup> May 2022;
  - Pricing Schedules
  - Specification
  - Forms of Declaration;

Any relevant specified correspondence between the parties”

**“Data Protection Legislation** - means (i) the Data Protection Act 1998 (DPA 1998), (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”), Law Enforcement Directive (Directive (EU) 2016/680) (“LED”), (iii) the Data Protection 2018 (“DPA 2018”) to the extent that it relates to processing of personal data and privacy and (iv) all applicable Legislation about the processing of personal data and privacy;”

**“Environmental Laws** - any law statute, statutory instrument or legislation of the European Union having effect in the United Kingdom, or circulars, guidance notes and the like issued by the United Kingdom Government or relevant regulatory agencies relating to the protection or pollution of the environment (within the meaning of the Environmental Protection Act 1990);”

**“Hazardous Substances** - any substances which are capable of carrying harm to man or any living organisms supported by the environment (within the meaning of the Environmental Protection Act 1990);”

**“Proprietary Material** - all drawings, details, plans, specifications, schedules, reports, calculations and other work, whether in written or electronic form (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the Contractor in connection with this Contract and/or any Order;”

**“TFEU** – means the Treaty on the Functioning of the European Union;”

**“the Treaties** – means the Treaty on European Union and TFEU”

## **SECTION 2: CARRYING OUT THE WORKS**

### **Contractor’s obligations**

Delete Clause 2.1.1 and replace with the following new clauses:

“2.1.1A The Contractor shall fully carry out the works using all the reasonable skill, care, expedition and efficiency to be expected of a properly qualified and competent contractor who is experienced in carrying out work of a similar scope, nature and complexity and size to the works.

2.1.1B The Contractor shall work in a proper and workmanlike manner and fully in accordance with the Contract Administrator's instructions, any instructions of the Employer, the Contract Documents and other Statutory Requirements and shall give all notices required by the Statutory Requirements.

2.1.1C The Contractor shall take due account of the terms of any agreements between the Employer and third parties as are from time to time disclosed to him and shall perform his obligations under this Contract in such a manner as not to constitute, cause or contribute to any breach by the Employer of his obligations under such agreements and shall indemnify the Employer in respect of any loss and/or damage which he incurs as a result of any breach by the Contractor of this clause where such loss and/or damage arises under such agreements.

2.1.1D The Contractor shall not use, generate, dispose of or transport to the Works and site any Hazardous Substances otherwise than in accordance with Environmental Laws.”

Clause 2.1.2 shall be amended by inserting the following words at the end of the clause:

“To the extent that the quality of materials and goods or standards of workmanship are not prescribed nor stated to be a matter for such opinion or satisfaction, they shall be of a standard appropriate to the relevant work. For the avoidance of doubt the standards of workmanship required pursuant to this clause shall be no less than those set out in British Standard 8000 or any other standard that may be applicable.”

After clause 2.1.3 insert new clauses 2.1.4 and 2.1.5 as follows:

“Confidentiality

2.1.4 The Contractor shall be aware of and make it known to all employees agents or sub-contractors that all information in this Contract, or acquired in any way as a result of the performance or carrying out of the Contract is confidential to the Employer. The Contractor or the Contractor’s employees or agents or sub-contractors shall not divulge any such information to any other person, other than for the purposes of the performance or carrying out of the Contract except with the written permission of the Employer. The Contractor shall neither dispose nor part with possession of any confidential information or material provided to the Contractor pursuant to this Contract or prepared by the Contractor pursuant to this Contract other than in accordance with the express written instructions of the Employer. The Contractor shall indemnify and keep indemnified the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause.

2.1.5 The Contractor hereby agrees that if the Contractor its employees officers sub-contractors or agents gain access in the course of the performance of this Contract or otherwise to information held by the Employer and consisting of personal data within the meaning of the Data Protection Legislation, such information shall remain confidential and shall not be disclosed to any other person for any reason whatsoever without the express authority of the Employer and the Contractor hereby further agrees and undertakes to indemnify the Employer from all actions arising from any such unauthorised disclosure.”

Clause 2.5.2 shall be deleted and replaced with the following new clause 2.5.2:

“Provided the Contractor has provided the written notice specified in clause 2.5.1 then it shall not be liable under this Contract if the works carried out do not comply with the Statutory Requirements, but only to the extent that the non-compliance results from the divergence between the Statutory Requirements and the Contract Documents and/or instructions that the Contractor has previously advised the Employer of in accordance with clause 2.5.1.”

Amend clause 2.9 by deleting “3.9.4” at the end of the clause and inserting the words “3.9 in respect of the supply of documents and information”.

Clause 2.10 shall be amended by replacing “14 days” with “28 days”.

### **SECTION 3: CONTROL OF THE WORKS**

Delete Clause 3.1 in its entirety and replace with the following clause:

“3.1 The Employer may assign or otherwise transfer this Contract or the benefit thereof at any time without the consent of the Contractor. The Contractor hereby consents to the novation of this Contract by the Employer and agrees to enter into such documents as are required to effect such novation. The Contractor shall not assign, novate or otherwise transfer this Contract without the prior written consent of the Employer.”

Delete Clause 3.2 in its entirety and replace with the following clause new clause 3.2:

“3.2.1 The Contractor shall appoint a competent Contractor’s Representative for the proper administration of this Contract.

3.2.2 The Contractor’s Representative shall have suitable and sufficient qualifications and experience to carry out this function and shall be the representative empowered to act on behalf of the Contractor for all purposes connected with the Contract.

3.2.3 The Contractor’s Representative shall be the person referred to in the tender documentation or such other person nominated in writing by the Contractor from time to time to act in the name of the Contractor for the purposes of the Contract.

3.2.4 From time to time the Contractor may appoint one or more representatives to act for the Contractor generally or for specified purposes or periods. Immediately any such appointment is made or terminated, the Contractor shall give written notice thereof to the Employer and until such notice is received the Employer shall be under no obligation to comply with any instruction issued by such representative.

3.2.5 Any notice, information, instruction or other communication given to the Contractor’s Representative by the Employer shall be deemed to have been given to the Contractor.

Delete Clause 3.3.1 in its entirety and replace with the following clause:

“3.3.1 Except as otherwise may be provided in this Contract the Contractor shall not sub-contract the whole or any part of the Works without the prior written consent of the Employer (which the Employer may in its absolute discretion permit or withhold).”

Renumber clause 3.3.2 as clause 3.3.3 and insert the following new clause 3.3.2:

“3.3.2 In the event of the Employer agreeing to any assignment or sub-contracting such consent shall not relieve the Contractor from any liability or obligation under this Contract and the Contractor shall be responsible for the acts, defaults and negligence of any assignee or sub-contractor, his or its agents, servants or employees.”

Clause 3.8 shall be amended by inserting the following sentence at the end of the clause:

“The Contractor shall then ensure that such person is immediately excluded from the site.”

New Clause 3.10:

**“Access to site**

“3.10 The Contract Administrator or their representative shall have at all times access to the Works and site or other places off-site where materials or equipment are being stored or prepared for the Works.”

**SECTION 4: PAYMENT**

Delete clauses 4.4.1, 4.4.2, 4.5.2 and 4.5.3 in their entirety.

Clause 4.8.1 shall be amended by replacing “28” with “30” in the first sentence.

**SECTION 5: INJURY, DAMAGE AND INSURANCE**

Clause 5.3.2: following the words “of one event” insert the words “with no limit to the number of events”.

Insert new clause 5.8 as follows:

“5.8 The Contractor shall ensure, so far as is reasonably practicable, the health, safety and welfare at work of his employees and shall conduct his undertakings in such a way as to ensure that persons other than his employees who may be affected by his operations are not exposed to risks to their health or safety and shall in all respects perform his duties under the Health and Safety at Work, etc Act 1974 and any Health and Safety Regulations made thereunder.”

Insert new clause 5.9 as follows:

“5.9 The Contractor shall at all times reasonably prevent any public or private nuisance (including without limitation any such nuisance caused by noxious fumes, noisy working operations or the deposit of any materials or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any

statutory undertaker arising out of the provision of the Works or of any obligation pursuant to clause 2.10 and shall defend or, at the Employer's option, assist the Employer in defending any action or proceedings which may arise as a result of any breach by the Contractor of its obligations under this Contract."

## **SECTION 6: TERMINATION**

Insert additional sub-clauses 6.4.1.4 and 6.4.1.5 as follows:

- “. 4 fails to comply with clause 5.8 (Health and Safety), or
- . 5 fails to comply with any of his obligations including all conditions contained in the Contract Documents”

Re-number clause 6.4.2 as clause 6.4.3.

Insert new clause 6.4.2 as follows:

“6.4.2.1 Where the Contractor receives notice under Clause 6.4.1 that it has failed to perform the Works in accordance with the Contract Documents, the Employer may, without prejudice to any other remedy it may have:

- (i) request from the Contractor that, at the Contractor's own expense and as specified by the Employer, it reschedules and carries out the Works in a manner satisfactory to the Employer, which may include rectifying completed Works or repeating the provision of any of the Works within such period as the Employer may specify by such written notice; and/or
- (ii) withhold or reduce payments to the Contractor, as the Employer shall reasonably deem appropriate in each particular case; and/or
- (iii) request that the Contractor pay or allow to the Employer liquidated damages at the rate stated in the Contract Particulars between the specified date for completion and the actual date of completion; and/or
- (iv) employ a third party to carry out and complete the Works.

6.4.2.2 Any expenses incurred which are in addition to the cost of the relevant part of the Works arising as a consequence of suspension of the Works or procuring a third party to do so, shall be recovered in full from the Contractor, including any administrative costs reasonably incurred by the Employer.”

Delete clause 6.6 and replace with the following new clause 6.6:

### **“6.6 Prevention of Bribery and Corruption**

“6.6.1 The Contractor warrants and undertakes to the Employer that:



- .1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and will not give any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;
- .2 it will procure that any person who performs or has performed services for or in its behalf ("Associated Person") in connection with this Contract complies with this clause and subject to the JCT Form of Contract to be used;
- .3 it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this clause and subject to the JCT Form of Contract to be used;
- .4 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
- .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 6.6.1.1 to 6.6.1.4 and will provide any information reasonably requested by the Employer in support of such compliance;
- .6 it shall notify the Employer as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.

6.6.2 Where the Contractor or Contractor's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Contractor's behalf, engages in conduct prohibited by the Bribery Act 2010 or the Local Government Act 1972 section 117(2) in relation to this or any other contract with the Employer, the Employer has the right to;

- .1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Employer resulting from the termination, including the cost reasonably incurred by the Employer of making other arrangements for the provision of the Works and any additional expenditure incurred by the Employer throughout the remainder of the Contract.
- .2 recover in full from the Contractor any other loss sustained by the Employer in consequence of any breach of this clause, whether or not the Contract has been terminated."

Delete heading of clause 6.7 and replace with new heading "Consequence of termination under clauses 6.4, 6.5 and 6.6"

Insert new Section 8 (TUPE) to the JCT Conditions of Contract as follows:

**“Section 8 TUPE**

- 8.1 The Contractor accepts and undertakes that when it tendered for (and entered into) this Contract it has taken into consideration the provisions of the European Acquired Rights Directive 77/187 (“Directive”) and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“Regulations”) and has considered the application or otherwise of those provisions to this Contract and has taken the appropriate action required under the Directive and/or the Regulations.
- 8.2 Where, in the opinion of the Employer, the Regulations are likely to apply on the termination or expiration of the Contract, the Contractor shall provide such information as the Employer may require in order to comply with the Regulations including, without limitation, such information regarding any Contractor employee who would transfer under the same terms of employment under the Regulations. Such information shall be provided to the Employer within fourteen (14) days of request or as otherwise required by the Regulations.
- 8.3 Where the award of this Contract, or any successor/replacement contract, creates rights under the Regulations, the Contractor shall indemnify the Employer against any transfer costs (including, without limitation, any claims, damages, awards, orders or payments for the Contractor’s failure to comply with the Regulations).”

Insert new Section 9 (Freedom of Information) to the JCT Conditions of Contract as follows:

**“Section 9 Freedom of Information**

- 9.1 The Employer is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (“the Acts”). As part of the Employer’s duties under the Acts, it may be required to disclose information forming part of the Contract to anyone who makes a request. The Employer has absolute discretion to apply or not to apply any exemptions under the Acts.
- 9.2 The Contractor shall assist and co-operate with the Employer (at the Contractor’s expense) to enable the Employer to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Employer.
- 9.3 The Contractor acknowledges that the Employer is committed to the Government’s transparency agenda requiring the Employer to publish on line items of spend over £500 (five hundred pounds) including actual payments made to the Contractor, the Contractor’s tender and the terms of this Contract (excluding commercially sensitive Information).

- 9.4 The Contractor acknowledges that the Employer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authorities functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) be obliged under the FOIA or the Environmental Information Regulations to disclose information;
- a) without consulting with the Contractor, or
  - b) following consultation with the Contractor and having taken its views into account.”

Insert new Section 10 (Data Protection) to the JCT Conditions of Contract as follows:

**“Section 10 Data Protection**

The Contractor shall (and shall procure that any of its staff involved in the provision of the Works) comply with any requirements under the Data Protection Legislation.”

Insert new Section 11 (Equal Opportunities, Unlawful Discrimination and Human Rights) to the JCT Conditions of Contract as follows:

**“Section 11 Equal Opportunities, Unlawful Discrimination and Human Rights**

- “11.1 The Contractor shall comply with all applicable equalities, inclusion, and diversity legislation, which shall include any law, statute, bye-law, regulation, order, regulatory policy, guidance or code of practice, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body (“the Equalities Provisions”) now in force or which may be in force in the future and with the Employer's equality and diversity policies as may be amended from time to time, copies of which will be provided by the Employer to the Contractor at the Contractor's written request.
- 11.2 For the avoidance of doubt, the term “Contractor” in this clause 11 shall include the Contractor's employees, agents, representatives and sub-contractors employed in the execution of the Contract.
- 11.3 The Contractor will provide to the Employer such information as the Employer may reasonably request in respect of the impact of equality issues on the operation of the Contract.
- 11.4 If a complaint is made about the acts or omissions of the Contractor in relation to the Equality Provisions, the Contractor may be the subject of an investigation by the Employer. During the course of such an investigation the Contractor shall make all documents the Employer

considers to be relevant to the investigation available and co-operate with the investigation. If any breach of the Employer's duties under the Equalities Provisions is found to have occurred due to the acts or omissions of the Contractor, the Contractor shall indemnify the Employer in respect of any loss, damage and/or compensation, fines and costs (including but not limited to legal costs and expenses) which may be suffered by or imposed on the Employer by any court, tribunal or ombudsman.

- 11.5 If requested to do so by the Employer the Contractor shall co-operate with the Employer at the Contractor's expense in connection with any legal proceedings, ombudsman enquiries, arbitration or Court proceedings in which the Employer may become involved arising from any breach of the Employer's duties under the Equalities Provisions due to the alleged acts or omissions of the Contractor.
- 11.6 The Contractor shall carry out the works in a manner which is consistent with the Human Rights Act 1998 as though (for the avoidance of doubt) it is bound by the Act and in such a way that the Employer shall not be liable to any person for a breach of its duties under the said Act and shall indemnify the Employer against any direct or indirect costs expenses damages compensation liabilities or other claims incurred or suffered by the Employer arising from or in relation to a breach or alleged breach of the said Act.
- 11.7 Failure by the Contractor to comply with the provisions of this clause 11 may lead to the termination of this Contract."

Insert new Section 12 (Contractor' Personnel) to the JCT Conditions of Contract as follows:

**"Section 12 Contractor's Personnel**

- "12.1 The Contractor shall comply with all relevant legislation relating to the Contractor's personnel ("Personnel"), however employed, including (but not limited to) the compliance in law of the ability of the Personnel to work in the United Kingdom.
- 12.2 The Contractor shall employ sufficient persons to ensure that the Works are carried out in accordance with the Contract. The Personnel engaged in and about the provision of the Works shall be properly and sufficiently qualified, competent, skilled and experienced and the Contractor shall ensure that such Personnel are properly and continuously trained, sufficiently instructed and adequately supervised with regard to the provision of the Works generally and in particular:
- .1 the task or tasks such Personnel have to perform;
  - .2 all relevant rules, procedures and statutory requirements concerning health and safety, including the Employer's health and safety policy;

.3 all other statutory requirements in connection with the Contract

and the Contractor shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause 12.

12.3 The Employer shall be entitled to require the Contractor to remove from the performance and carrying out of the Works any of the Personnel whose behaviour is in the opinion of the Employer negligent, (should it become aware) disruptive, disturbing or likely to cause offence to the Employer or its employees and where the Employer has received a valid complaint.

12.4 The Employer shall in no circumstances be liable either to the Contractor or to any Personnel (including its sub-contractors) removed pursuant to clause 12.3 in respect of any cost, expense, liability, loss or damage occasioned by such removal and the Contractor shall fully indemnify the Employer in respect of any claim or proceedings made or brought against the Employer by such Personnel.”

Insert new Section 13 (Safeguarding) to the JCT Conditions of Contract as follows:

**“Section 13 Safeguarding**

13.1 The Contractor shall make arrangements during the provision of any works under this Contract to ensure that the Contractor and its Personnel comply, in all respects, with all relevant legislation and Employer policy in relation to the safeguarding of children and vulnerable adults, which may include enhanced disclosure checking of the Personnel, undertaken through the Disclosure and Barring Service (“DBS”) and a check against the adults barred list or the children’s barred list as appropriate.

13.2 The Contractor shall monitor the level and validity of the checks for each of its Personnel.

13.3 The Contractor warrants that at all times for the purposes of this Contract, it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of the Works is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.”

Insert new Section 14 (Asbestos) to the JCT Conditions of Contract as follows:

**“Section 14 Asbestos**

14.1 Where any works under this Contract involves the use and handling of asbestos, the Contractor shall, at all times, comply with the provisions of

the Control of Asbestos Regulations 2012 and any other relevant legislation, codes of practice and guidelines in respect of asbestos.

- 14.2 Where incidental asbestos is discovered or suspected at any of the Employer's premises or sites, the Contractor shall notify the Contract Administrator immediately. The Contract Administrator will advise the Contractor by further instruction.
- 14.3 Where no asbestos survey has been conducted, the Employer may require the Contractor to arrange a survey and provide the Employer with the results of the survey as soon as is reasonably possible.
- 14.4 In order that the Employer's asbestos register may be updated, the Contractor shall promptly notify the Employer in writing of any new asbestos materials discovered, or any asbestos materials found to have become seriously damaged and of any asbestos materials wholly removed from the property.
- 14.5 It is a condition of this Contract that all of the Contractor's Personnel, which shall include all of the Contractor's employees, agents, representatives and sub-contractors engaged in the provision of the Works, are required to have undertaken asbestos awareness/identification training prior to commencing work at any of the Employer's properties. The Contractor shall provide the Employer with written evidence of such training prior to commencing the Works and such written evidence must be held in the Contractor's office for inspection by the Employer at all times. If it is determined that a member of the Contractor's Personnel has not undertaken such asbestos awareness/identification training, then that person shall be removed from the provision of the Works immediately.
- 14.6 The Contractor shall indemnify the Employer against any expense, liability, loss, claim or proceedings etc., in respect of personal injury to any person whomsoever and the contraction of any industrial disease as a result of exposure to asbestos during the course of the work within this Contract will be deemed to be covered by that condition."

Insert new Section 15 (Additional Employer's Requirements) to the JCT Conditions of Contract as follows:

**"Section 15 Additional Employer's Requirements**

- "15.1 In the event of any inconsistencies or any ambiguity between the Articles of Agreement, Conditions and this Schedule of Amendments, the Parties agree that the Schedule of Amendments shall take precedence over the Articles of Agreement and Conditions whilst the Articles of Agreement shall take precedent over the Conditions.
- 15.2 The Contractor shall ensure that it has policies or codes of conduct in relation to:

- equality and diversity policies
- sustainability
- information security rules
- whistleblowing and/or confidential reporting policies.

15.3 The Contractor shall keep and maintain until 6 years after the Contract has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the agreement including:

- (a) the works provided under it;
- (b) all expenditure reimbursed by the Employer;
- (c) all payments made by the Employer

and the Contractor shall on request afford the Employer or the Employer's representatives with such access to those records as may be required in connection with this Contract.

15.4 The Contractor shall co-operate fully with any enquiry or investigation made by the Employer's internal or external auditors, or any other quality or performance inspectors, that in any way concerns this Contract or any sums claimed or charged in relation to this Contract. The Employer may use information given by the Contractor in connection with this Contract to prevent and detect fraud and money-laundering; it may also share this information, for the same purpose, with other organizations that handle public funds. The Contractor shall take all necessary action to prevent money laundering. Where the Employer deems that the Contractor has been involved in money laundering it will take whatever measures appropriate to prevent this and report such action to the relevant authorities. The discovery of fraud and/or money laundering shall be grounds for termination of the Contractor's employment.

15.5 The Contractor shall comply with any Employer policies affecting the Contract and shall if requested provide the Employer with any relevant information required in connection with any legal inquiry, arbitration or court proceedings in which the Employer may become involved or any relevant disciplinary hearing internal to the Employer and shall give evidence in such inquiries or proceedings or hearings arising out of the Contract. The Contractor shall co-operate fully with the Commissioner for Local Administration in England (the Local Government Ombudsman) in any investigation by him of any complaint relating to the Contract and in enquiries by any of the Employer's Committees. From time to time, the Employer may require the Contractor to provide reports to, or be involved in discussions with, elected members. The Contractor shall comply with the Employer's reasonable requirements and shall not be entitled to any additional payment in respect thereof save to the extent such costs are incurred as a result of a default on the part of the Employer.

15.6 The Contractor shall, upon becoming aware of anything in connection with the Contract that is likely to give rise to legal inquiry or litigation,

forthwith notify the Contract Administrator, giving such details as are available.

- 15.7 The Contractor shall deal with any complaints about its performance of the Contract, received from whatever source, in a prompt, courteous and efficient manner. The Contractor shall set up an internal process for dealing with complaints and shall keep a written record of all complaints received and of the action taken in relation to such complaints. The Contractor shall inform the Contract Administrator in writing of all complaints received and of all steps taken, and shall permit its record of complaints to be inspected by the Contract Administrator (or any other person nominated by him) at all reasonable times on reasonable notice.
- 15.8 The Contractor and its Personnel shall not speak to the press or broadcasting media about any matters connected with the Contract without the prior written consent of the Contract Administrator. If the Contractor intends to advertise its provision of the Works to the Employer, it shall obtain approval of the Employer before doing so as to the content of such advertisement.
- 15.9 The Contractor should note that it is of the utmost importance that their employees and sub contract employees carry with them at all times their company's identification card to produce when challenged by the Employer's staff or council residents.
- 15.10 Where under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum item due or which at any time thereafter may become due to the Contractor under the Contract or under any other similar construction contract with the Employer.
- 15.11 The Contractor shall be deemed to have obtained information on all matters affecting the execution of the works. No claim arising from errors or omissions will be considered.
- 15.12 The Contractor shall comply with all Standing Orders of the Employer in so far as they are applicable to the execution of the Works. It is the responsibility of the Contractor to determine the nature and extent of such Standing Orders for lack of knowledge will not constitute grounds for non-compliance. A copy will be available for inspection on request.
- 15.13 The Contractor shall comply with all statutory requirements to be observed and performed in connection with the Contract and shall indemnify the Employer against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this clause 15.

### **Bonds and Guarantees**

Insert new Section 16 to the JCT Conditions of Contract as follows:



- “16.1 At the exclusive discretion of the Employer, when the Contractor is a subsidiary of another company it shall procure that its ultimate holding company (or, at the Employer’s complete discretion, such other company within the Contractor’s group as the Employer shall require) shall provide a parent company guarantee in favour of the Employer in respect of the Contractor’s obligations under the Contract executed as a deed in the form set out in Appendix 1. The guarantee must be in place before the Contract commences.
- 16.2 At the exclusive discretion of the Employer, where the Contractor does not have a parent company or where the parent company is not approved by the Employer, the Contractor shall enter into a contract guarantee bond, in the form set out in Appendix 2, by which they shall be jointly and severally bound to the Employer in a sum equivalent to 10% of the total contract value/annual price conditioned for the due fulfilment of the terms and conditions of the Contract. The surety shall be either an insurance company or bank whose registered office is situated in England. The bondsman is to be approved by the Employer. The bond must be in place before the Contract commences.”

**PLEYDELL GARDENS PUBLIC TOILET REFURBISHMENT**



Suppliers are asked to submit a fixed quote for the fulfilment of the requirements  
 Prices submitted must be exclusive of Value Added Tax.

Suppliers are to complete cells highlighted in green only  
 Total cost for evaluation will be taken from CELL C139

Item	Description	Cost (£)
<b>1.0 PRELIMINARIES &amp; GENERAL ITEMS</b>		
1.1	An asbestos refurbishment and demolition survey will be carried out prior to the commencement of refurbishment works.	
1.2	Complete drainage CCTV camera survey of all drains prior to work commencing to establish current condition.	
1.3	New external toilet signage will be supplied and fitted by the Council.	
1.4	Allow for professional builders clean on completion of works.	
1.5	On completion of refurbishment works, allow to high pressure water jet (HPWJ) all existing and new drainage runs with CCTV camera survey.	
1.6	All site set-up & security plus all health & safety management through entirety of project.	
<b>2.0 EXTERNAL WORKS</b>		
2.1	Grub and strip top soil to create new pathway from pavement to new door opening for Ladies. Excavate around existing drain run, back fill with appropriate material, or replace section of pipe with section of increased material strength and pipe bedding class combination. Install reinforced concrete bridging section if adequate depth can't be achieved. Remove excess material from site.	
2.2	Pathway to be tarmac finish on compacted Type-1 sub-base of suitable depth within poured, reinforced concrete haunching to match Gents & Disabled pathways.	
2.3	Install new metal handrail to new path section set within poured concrete haunching, prepare and paint in black.	
2.4	Remove window on RH side of Ladies. Create new door opening in brickwork, install appropriate lintel, cavity closers & DPM. Install soldier course brickwork above to match.	
2.5	Rub down and prepare all existing external timberwork where required including all window/doors and frames.	
2.6	Repaint all timberwork with suitable primer and 2 coats of good quality anti-vandal paint, black.	
2.7	Paint all existing handrails with suitable primer and 2 coats of quality metal paint, black.	
2.8	To supply and install new coping stones to low level brick boundary wall. Rebuild/repair low level brickwork/pointing where required.	
2.9	Patch repair tarmac walkway to make even and reduce trip hazard to existing Gents and Disabled access ramps.	
2.1	Remove corroded electrical conduit and replace for new.	
<b>3.0 DRAINAGE</b>		
3.1	Excavate new inspection chamber further into garden in-line with existing Gents inspection cover to depth of existing Ladies inspection chamber at rear.	
3.2	Excavate new trenches and lay foul water drainage lines from Gents WCs and upper floor soil stack to discharge into new inspection chamber.	
3.3	Excavate new trench to depth of existing drainage run between Gents and Ladies inspection chambers in rear garden.	
3.4	Install new drainage pipe connecting new Gents drainage lines to existing Ladies manhole at rear ensuring minimum fall levels are achieved.	
3.5	Cap off redundant drainage pipes at rear and side.	
3.6	Cap off all redundant foul water drainage pipes at front formerly connecting Ladies WCs at front.	
3.7	Backfill all redundant drainage lines and redundant manholes.	
<b>4.0 GENTS</b>		
4.1	Isolate services. Remove all sanitaryware and store stainless steel pans, trough urinal and toilet roll guards for reinstallation.	
4.2	Remove WC flush sensors and associated wiring and store for reconnection.	
4.3	Remove existing wallgate and store for reinstallation.	
4.4	Remove all tiles and remaining adhesive from internal facing walls and make good to sub-base where required in preparation for re-tiling.	
4.5	Remove internal timber cubicle doors and all existing joinery, remove from site.	
4.6	Bring down ceilings, remove all electrical installations, wiring, conduits and remove from site.	
4.7	Remove all floor tiles and tile upstands, remove from site.	
4.8	Dig up pit and trench in concrete floor and install floor drain with discharge pipe towards front of building connecting into urinal waste pipe.	
4.9	Dig up and relocate WC drain connection for LH side cubicle further to left hand side to allow for new cubicle wall. Connect to new drainage trench at rear.	

4.10	Demolish block wall between existing LH side disabled WC and middle cubicle. Rebuild block wall to similar height at midpoint between window reveals providing 2 similarly sized cubicle spaces.
4.11	Tile whole floor with quarry tiles and quarry tile upstands, grout in grey.
4.12	Supply and install 100mm non-combustible insulation (Euroclass A1 Rating) between timber ceiling joists, in accordance with Part B Building Regs.
4.13	Supply and install new electrical connections and concealed trunking for 4no ceiling mounted light units and emergency lighting unit. Supply 4no NVC Lighting, Spartan 15W LED IP65, Black Base / Opal Diffuser. Re-use existing emergency lighting unit & sensor.
4.14	Supply and install double boarded fire rated plasterboard, 2no 15mm to whole ceiling.
4.15	Plaster ceiling.
4.16	Paint ceiling with primer & 2 coats of trade quality white vinyl emulsion.
4.17	Tile all internal facing walls and cubicle walls with white gloss 30cmx60cm porcelain tiles with grey grout.
4.18	To supply and install new low-level stainless steel cisterns to all cubicles and reinstall recovered stainless steel back to wall WC pans.
4.19	To reinstall recovered stainless steel toilet roll guards.
4.20	To reinstall recovered stainless steel urinal trough.
4.21	To supply and fit all timber joinery, 3no new door linings and FD30 plain face doors with stainless steel kick plates to internal cubicles.
4.22	To supply and fit new door ironmongery to all new doors.
4.23	To supply and fit new external timber door to match existing FHDC toilets with associated lock.
4.24	To supply and install ventilation extractor fans venting to rear with PIR sensor.
4.25	To reinstall all electronic flush sensors and rewire.
4.26	To supply and install mains water tap connector and plumbing at high level within concealed boxing.
4.27	Seal all joints around sanitaryware with good quality anti mould silicone.
4.28	Rub down and prepare all existing timberwork including window frames.
4.29	Paint all timberwork with one coat of undercoat.
4.30	Paint all timberwork with two coats of anti fade gloss paint (black).
4.31	Clean and clear site of all rubbish
<b>5.0 LADIES</b>	
5.1	Isolate services. Remove all sanitaryware and store stainless steel pans and toilet roll guards for reinstallation.
5.2	Remove WC flush sensors and associated wiring and store for reconnection.
5.3	Remove existing wallgate and store for reinstallation.
5.4	Remove all tiles and remaining adhesive from internal facing walls and make good to sub-base where required in preparation for re-tiling.
5.5	Remove internal timber cubicle doors and all existing joinery, remove from site.
5.6	Bring down ceilings, remove all electrical installations, wiring, conduits and remove from site.
5.7	Block up current doorway access adjacent to disabled WC.
5.8	Replace all broken or missing tile upstands with similar to existing and tile around new door entrance and any exposed floor areas.
5.9	Supply and install 100mm non-combustible insulation (Euroclass A1 Rating) between timber ceiling joists, in accordance with Part B Building Regs.
5.10	Relocate electrical services including distribution board and meter to former cubicle opposite new Ladies entrance.
5.11	Supply and install new electrical connections and concealed trunking for 6no ceiling mounted light units and emergency lighting unit. Supply 4no NVC Lighting, Spartan 15W LED IP65, Black Base / Opal Diffuser. Re-use existing emergency lighting unit & sensor. Re-use 2no existing lighting units, spec as above.
5.12	Supply and install double boarded fire rated plasterboard, 2no 15mm to whole ceiling.
5.13	Plaster ceiling.
5.14	Paint ceiling with primer & 2 coats of trade quality white vinyl emulsion.
5.15	Tile all internal facing walls and cubicle walls with white gloss 30cmx60cm porcelain tiles with grey grout.
5.16	To supply and install new low-level stainless steel cisterns to all cubicles and reinstall recovered stainless steel back to wall WC pans.
5.17	To reinstall recovered stainless steel toilet roll guards.
5.18	To construct timber formwork around block apertures for new internal cubicle doors and new electrical cupboard and cleaners cupboard.
5.19	To supply and fit all timber joinery, 5no new door linings and FD30 plain face doors with stainless steel kick plates to internal cubicles.
5.20	Supply and install 2no cupboard solid core timber doors to newly created electrical services cupboard opposite new entrance and cleaners cupboard located adjacent wallgate to rear of building.
5.21	To supply and install new tap fitting within cleaners cupboard adjacent wallgate.
5.22	To supply and fit new door ironmongery to all new doors.
5.23	To supply and fit new external timber door to match existing FHDC toilets with associated lock.
5.24	To supply and install ventilation extractor fans venting to rear with PIR sensor.
5.25	To reinstall all electronic flush sensors and rewire.
5.26	To supply and fit new low level cisterns to all cubicles and reinstall recovered stainless steel back to wall WC pans.

5.27	To fit stainless steel toilet roll guards to all cubicles. Use existing where recoverable.	
5.28	Seal all joints around sanitaryware with high quality anti mould silicone.	
5.29	Rub down and prepare all existing timberwork including window frames.	
5.30	Paint all timberwork with one coat of undercoat.	
5.31	Paint all timberwork with two coats of anti fade gloss paint (black).	
5.32	Jet wash all floor tiles and grout.	
5.33	Clean and clear site of all rubbish	
<b>6.0 DISABLED</b>		
6.1	Isolate services. Remove all sanitaryware and store stainless steel pan & cistern, toilet roll guard and all handrails and drop down rail for reinstallation.	
6.2	Remove existing wallgate and store for reinstallation.	
6.3	Remove all tiles and remaining adhesive from internal facing walls and make good to sub-base where required in preparation for re-tiling.	
6.4	Remove internal wall between main lobby and current cleaners cupboard to create open plan area.	
6.5	Remove internal timber cubicle doors and all existing joinery, remove from site.	
6.6	Bring down ceiling, remove all electrical installations, wiring, conduits and remove from site.	
6.7	Replace all broken or missing tiles to floor and tile upstands with similar to existing and tile any exposed floor areas.	
6.8	Supply and install 100mm non-combustible insulation (Euroclass A1 Rating) between timber ceiling joists, in accordance with Part B Building Regs.	
6.9	Supply and install new electrical connections and concealed trunking for 3no ceiling mounted light units and emergency lighting unit, 2no within lobby area and 1no within cubicle. Supply 3no NVC Lighting, Spartan 15W LED IP65, Black Base / Opal Diffuser. Re-use existing emergency lighting unit & sensor.	
6.10	Supply and install double boarded fire rated plasterboard, 2x 15mm to whole ceiling.	
6.11	Plaster ceiling.	
6.12	Paint ceiling with primer & 2 coats of trade quality white vinyl emulsion.	
6.13	Tile all internal facing walls and cubicle walls with white gloss 30cmx60cm porcelain tiles with grey grout.	
6.14	To supply and fit all timber joinery, new door linings and FD30 plain face doors with stainless steel kick plates to internal cubicles.	
6.15	To supply and fit new door ironmongery to all new doors.	
6.16	Rub down and redecorate external door with one coat of primer and 2 coats of good quality anti-fade gloss paint, black. Re-hang with hinges on RH side.	
6.17	To supply and install ventilation extractor fans venting to rear of cubicle with PIR sensor.	
6.18	To supply and install new electronic sensor flush system in disabled WC.	
6.19	To supply and install new tap fitting within communal area.	
6.20	To supply and install fold down baby changing table within communal area.	
6.21	Seal all joints around sanitaryware with high quality anti mould silicone.	
6.22	Rub down and prepare all existing timberwork including window frames.	
6.23	Paint all timberwork with one coat of undercoat.	
6.24	Paint all timberwork with two coats of anti fade gloss paint (black).	
6.25	Jet wash all floor tiles and grout.	
6.26	Clean and clear site of all rubbish.	
<b>7.0 CONTINGENCY</b>		
7.1	Allow general contingency sum of £2,000.00 for unforeseen works to be expended only by the Council Surveyor.	£ 2,000.00
<b>8.0 TOTALS</b>		<b>£ 88,686.50</b>

#### ITEMS OF NOTE EXCLUDED FROM PRICING SCHEDULE

This document is to be read in conjunction with the Pre-construction information.
JCT Minor Works (2016 edition) will be the administered form of standard building contract between the preferred tenderer and the employer, Folkestone & Hythe District Council.
Provide all necessary O&M documentation prior to Practical Completion.
Provide all necessary electrical certification in compliance with Building Regs Part P.
Provide all Building Reg Compliance Certificates.



## **FOLKESTONE & HYTHE DISTRICT COUNCIL**

### **REFURBISHMENT OF PLEYDELL PUBLIC CONVENIENCES**

#### **Specification**



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## **1 INTRODUCTION**

Folkestone & Hythe District Council is responsible for the provision and maintenance of public conveniences at numerous locations in the district. Pleydell Public Conveniences are located adjacent to Pleydell Car Park situated between Pleydell Gardens adjacent to Cheriton Place.

Pleydell Public Conveniences currently provide toilet facilities to members of the public all year round with paved access from Cheriton Place. The building is configured with separate Gents WC with a single disabled cubicle located on the Southern side of the building with the Ladies and separately designated Disabled WCs accessed via a centrally positioned single door access. There is a single cupboard situated off the main entrance atrium providing storage facilities for toilet cleaner supplies and separate water source for cleaning.

The property is of traditional brick cavity and timber frame construction with painted mock tudor panelling to the second storey elevation with uPVC glazing throughout. The roof is of a pitched, tiled construction with dormer windows on the north and south elevations. The public convenience occupy the ground floor level with public access from the East. The Second floor of the property is a designated residential dwelling operated by the Councils Housing Department as part of their temporary accommodation stock. The residential flat is accessed via a locked timber gate off Pleydell Gardens to the North with small concrete paved courtyard and separate front door access. For the purposes of this specification all works are contained to the Ground Floor public conveniences.

Pleydell Public Conveniences have been designated for full renovation due to their current condition and high usage levels with their proximity to The Leas, adjacent public car park and Town Centre.

The project can be broken down into 3 elements; Full refurbishment of the Gents WC area, full refurbishment and separation of Ladies WC and disabled WC areas, creation of new mains drainage run to the rear of the building and connection to existing outlets.

The contract is anticipated to start in Q3 2022 and should be completed within 4 – 6 weeks.

The schedule attached to this document identifies the core elements of the works that are required. It is anticipated that this document should be supplemented with a site visit with the Principal Designer and contract drawings. The works are to be completed under a JCT Minor Works Building Contract (2016).

The Contractor shall be appointed as the single Principal Contractor for the works and shall be responsible for his duties under the CDM Regulations 2015.

## **2 GENERAL**

### **2.1 Name and address of the Client**

Folkestone & Hythe District Council  
Civic Centre  
Castle Hill Avenue  
Folkestone  
Kent  
CT20 2QY

### **2.2 Name and address of the Lead Designer**

Engineering & Buildings Department  
Folkestone & Hythe District Council  
Civic Centre  
Castle Hill Avenue  
Folkestone  
Kent  
CT20 2QY

### **2.3 Name and address of the Works Supervisor**

Engineering & Buildings Department  
Folkestone & Hythe District Council  
Civic Centre  
Castle Hill Avenue  
Folkestone  
Kent  
CT20 2QY

### **2.4 Form of Contract**

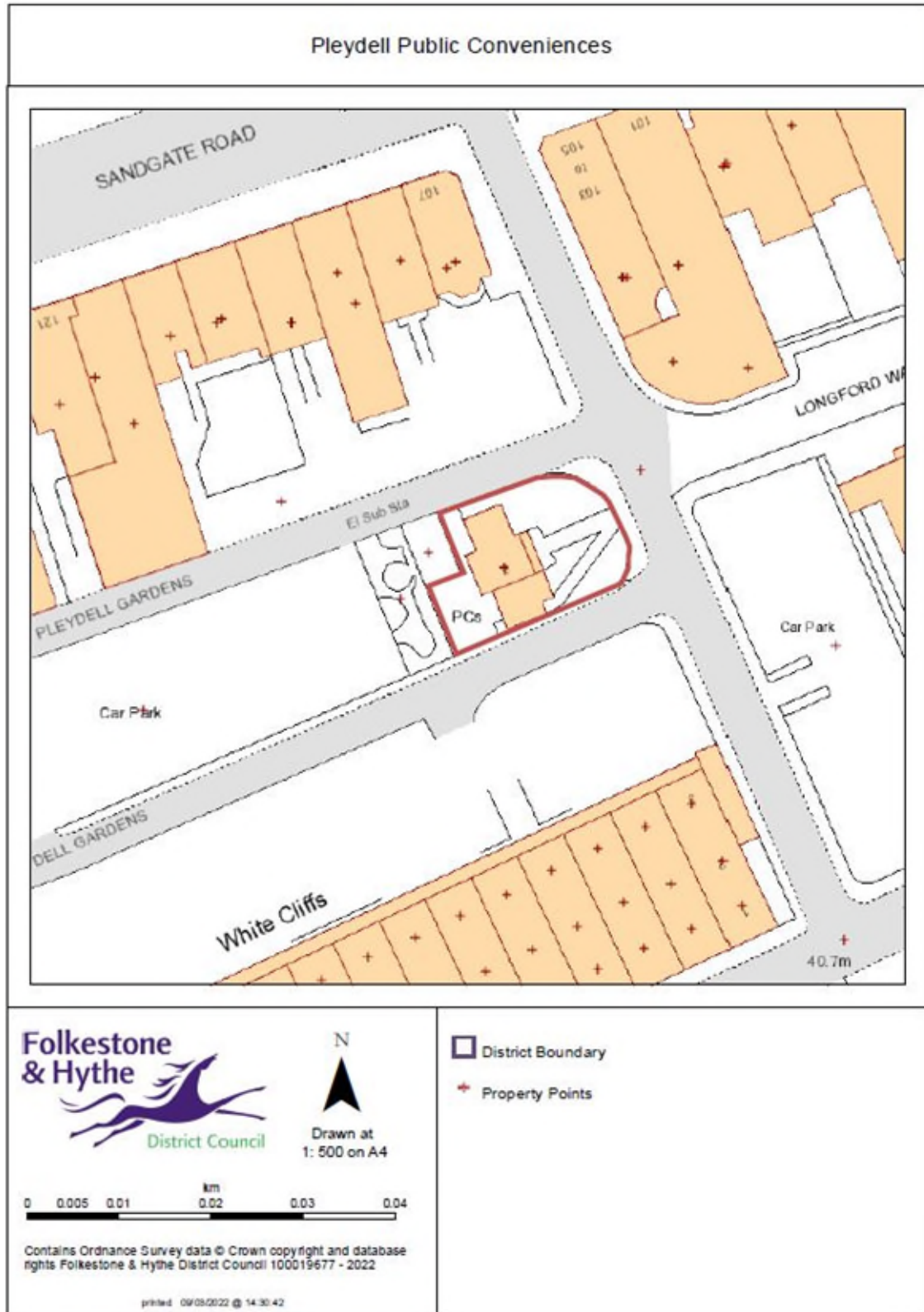
The Contractor will enter into a formal contract with the Employer and the form of contract will be the JCT Minor Works Building Contract (2016).



### 3 SITE CONDITIONS AND EXISTING ON-SITE RISKS

#### 3.1 Site Location

##### Location of Pleydell Public Conveniences



DO NOT SCALE

### **3.2 Site Address:**

Pleydell Public Conveniences, Pleydell Gardens, Folkestone, CT20 2DN.

### **3.3 Site access and egress points**

The front of the site can be accessed off Cheriton Place to the East and access to the rear of the building from Pleydell Gardens to the North.

### **3.4 Site uses**

The public conveniences are in constant use by the general public. The residential flat above is currently Tenanted and it is expected that noise levels are kept to minimum outside of agreed working hours.

### **3.5 Adjacent land uses**

To the south of the site are residential properties, to the West is an electrical substation and adjacent public car park. To the north are mixed use buildings with ground floor commercial properties and upper floor residential.

### **3.6 Traffic**

Pleydell Gardens to the South of the site is a one way road predominantly providing vehicular access from the public car park and surrounding residential flats. Pleydell Gardens to the North of the site is a one way road providing vehicular access to and from the rear of the commercial premises and associated residential/commercial parking. Cheriton Place to the East of the site provides vehicular access from Sandgate Road to The Leas and can become busy during peak periods. Care must be taken when accessing and egressing to the site, delivery vehicles should have banksmen when moving at all times. There may be visitors to the site during to the course of the works and therefore speed limits must be maintained.

### **3.7 Existing services**

It is the Principal Contractor's responsibility to verify the presence and location of existing services where affected by works. If in proximity to ensure that proper procedures are adopted to prevent accidental violation of services whilst works are being undertaken. If necessary, hand dug trial holes should be excavated to establish exact positions of services. If trench works are required externally the areas should be scanned to determine the presence of any cables or sewer lines.

## **4 HEALTH AND SAFETY**

### **4.1 General**

Health and safety on site shall be implemented in accordance with all statutory requirements, regulations and codes of practice arising from the Health and Safety at Work Act 1974. Where Client or Principal Contractor procedures exceed the minimum statutory requirement, then these shall be implemented.

The works are to be undertaken in an area which is easily accessible to members of the public. Special consideration should be given to the sighting of construction related hazards on or adjacent to the site and the physical segregation of any work areas from the public.

The Principal Contractor shall nominate a competent person to be responsible for all matters pertaining to health and safety on the site.

The Principal Contractor should read and understand the two appendices, which detail the Council's construction works policy and the council's general statement of policy on health, safety and welfare at work.

Works to be carried out to meet Building Control requirements. Building Control site visits and inspections may be required during the course of the project.

## **4.2 Significant Risks**

The site is a mixed use property comprising of public conveniences on the ground floor and residential flat above occupied as Temporary Housing Accommodation.

Risks identified and brought to the attention of the Principal Contractor are as follows, but not limited to:

- The site is adjacent to an electrical sub-station.
- Access and egress to and from the site via the public highway.
- Access and egress to and from the rear of the site used by Tenants of the First Floor flat.

The Principal Contractor shall produce, as a minimum, risk assessments and method statements for the above with appropriate control measures. These assessments are to form part of the Construction Phase Plan.

## **5 SITE LAYOUT AND MANAGEMENT**

### **5.1 Security of the site**

Access into the site should be adequately controlled to prevent public access to the working area throughout the duration of the works where necessary to ensure the safety of the general public.

### **5.2 Site Restrictions**

*Vehicle access restrictions* - There is no designated parking for the site. Contractors and visitors to site will need to park in designated car parks or make other suitable arrangements.

### **5.3 Location of Storage Areas and Unloading Arrangements**

Agreement is to be reached between the Principal Contractor and Project Manager on specific areas to be used for storage and unloading. No area is to be used for any reason under any circumstance without permission in advance from the Works Supervisor.

### **5.4 Welfare Provision**

Schedule 2 of the CDM Regulations 2015 outlines the requirements for welfare facilities.

There are no facilities on site that would be suitable and therefore contractors should allow in their pricing for the provision of temporary welfare facilities.

## **6 SPECIFICATION**

### **6.1 Surveys**

- Asbestos R&D survey of whole block.
- Pre & Post drainage camera surveys.

### **6.2 External Works**

1. Grub and strip top soil to create new pathway from pavement to new door opening for Ladies. Excavate around existing drain run, back fill with appropriate material, or replace section of pipe with section of increased material strength and pipe bedding class combination. Install reinforced concrete bridging section if adequate depth can't be achieved. Remove excess material from site.
2. Pathway to be tarmac finish on compacted Type-1 sub-base of suitable depth within poured, reinforced concrete haunching to match Gents & Disabled pathways.
3. Install new metal handrail to new path section set within poured concrete haunching, prepare and paint, black.
4. Remove window on RH side of Ladies. Create new door opening in brickwork, install appropriate lintel and cavity closers. Install soldier course brickwork above to match.
5. Rub down and prepare all existing timberwork where required including all window/doors and frames.
6. Repaint all timberwork with suitable primer and 2 coats of good quality anti-vandal paint, black.
7. Paint all existing handrails with suitable primer and 2 coats of quality metal paint, black.
8. To supply and install new coping stones to low level brick boundary wall. Rebuild/repair low level brickwork/pointing where required.
9. Patch repair tarmac walkway to make even and reduce trip hazard to existing Gents and Disabled access ramps.
10. Remove corroded electrical conduit. Replace where required, if cables are unable to rerouted and concealed.
11. Replace all external lighting for modern LED equivalents.
12. Replace signage on front elevation.

### **6.3 Drainage**

1. Excavate new inspection chamber further into garden in-line with existing Gents inspection cover to depth of existing Ladies inspection chamber at rear.
2. Excavate new trenches and lay foul water drainage lines from Gents WCs and upper floor soil stack to discharge into new inspection chamber.

3. Excavate new trench to depth of existing drainage run between Gents and Ladies inspection chambers in rear garden.
4. Install new drainage pipe connecting new Gents drainage lines to existing Ladies manhole at rear ensuring minimum fall levels are achieved.
5. Cap off redundant drainage pipes at rear and side.
6. Cap off all redundant foul water drainage pipes at front formerly connecting Ladies WCs at front.
7. Cap off and backfill all redundant drainage lines and redundant manholes.

#### **6.4 Gents WCs**

1. Isolate services. Remove all sanitary wear and store stainless steel pans, trough urinal and toilet roll guards for reinstallation.
2. Remove WC flush sensors and associated wiring and store for reconnection.
3. Remove existing wallgate and store for reinstallation.
4. Remove all tiles and remaining adhesive from internal facing walls and make good to sub-base where required in preparation for re-tiling.
5. Remove internal timber cubicle doors and all existing joinery, remove from site.
6. Bring down ceilings, remove all electrical installations, wiring, conduits and remove from site.
7. Remove all floor tiles and tile upstands, remove from site.
8. Dig up pit and trench in concrete floor and install floor drain with discharge pipe towards front of building connecting into urinal waste pipe.
9. Dig up and relocate WC drain connection for LH side cubicle further to left hand side to allow for new wall. Connect to new drainage trench at rear.
10. Demolish block wall between existing LH side disabled WC and middle cubicle. Rebuild block wall to similar height at midpoint between window reveals providing 2 similarly sized cubicles spaces.
11. Tile whole floor with quarry tiles and quarry tile upstands, grout in grey.
12. Supply and install Non-combustible insulation (Euroclass A1 Rating) between timber ceiling joists.
13. Supply and install new electrical connections and concealed trunking for 4x flush mounted ceiling lights and emergency lighting unit. Check earthing points to all pipework.
14. Supply and install double boarded fire rated plasterboard, 2x 15mm to whole ceiling.
15. Plaster ceiling.
16. Paint ceiling with primer & 2 coats of trade quality white vinyl emulsion.
17. Tile all internal facing walls and cubicle walls with white gloss 30cmx60cm porcelain tiles with grey grout.
18. To supply and install new low-level stainless steel cisterns to all cubicles and reinstall recovered stainless steel back to wall WC pans.
19. To reinstall recovered stainless steel toilet roll guards.

20. To reinstall recovered stainless steel urinal trough.
21. To supply and fit all timber joinery, new door linings and FD30 plain face doors with stainless steel kick plates to internal cubicles.
22. To supply and fit new door ironmongery to all new doors.
23. To supply and fit new external timber door to match existing FHDC toilets with associated lock.
24. To supply and install ventilation extractor fans venting to rear with PIR sensor.
25. To reinstall all electronic flush sensors and rewire.
26. To supply and install mains water tap connector and plumbing at high level within concealed boxing.
27. Seal all joints around sanitaryware with good quality anti mould silicone.
28. Rub down and prepare all existing timberwork including window frames.
29. Paint all timberwork with one coat of undercoat.
30. Paint all timberwork with two coats of anti-fade gloss paint.
31. Clean and clear site of all rubbish.

## **6.5 Ladies WCs**

1. Isolate services. Remove all sanitary wear and store stainless steel pans and toilet roll guards for reinstallation.
2. Remove WC flush sensors and associated wiring and store for reconnection.
3. Remove existing wallgate and store for reinstallation.
4. Remove all tiles and remaining adhesive from internal facing walls and make good to sub-base where required in preparation for re-tiling.
5. Remove internal timber cubicle doors and all existing joinery, remove from site.
6. Bring down ceilings, remove all electrical installations, wiring, conduits and remove from site.
7. Block up current doorway access adjacent to disabled WC.
8. Replace all broken or missing tile upstands with similar to existing and tile around new door entrance and any exposed floor areas.
9. Supply and install Non-combustible insulation (Euroclass A1 Rating) between timber ceiling joists.
10. Relocate electrical services including distribution board and meter to former cubicle opposite new Ladies entrance.
11. Supply and install new electrical connections and concealed trunking for 6x flush mounted ceiling lights and emergency lighting unit. Check earthing points to all pipework.
12. Supply and install double boarded fire rated plasterboard, 2x 15mm to whole ceiling.
13. Plaster ceiling.
14. Paint ceiling with primer & 2 coats of trade quality white vinyl emulsion.
15. Tile all internal facing walls and cubicle walls with white gloss 30cmx60cm porcelain tiles with grey grout.

16. To supply and install new low-level stainless steel cisterns to all cubicles and reinstall recovered stainless steel back to wall WC pans.
17. To reinstall recovered stainless steel toilet roll guards.
18. To construct timber formwork around block apertures for new internal cubicle doors and new electrical cupboard and cleaners cupboard.
19. To supply and fit all timber joinery, new door linings and FD30 plain face doors with stainless steel kick plates to internal cubicles.
20. Supply and install 2x cupboard timber doors to newly created electrical services cupboard opposite new entrance and cleaners cupboard located adjacent wallgate to rear of building.
21. To supply and install new tap fitting within cleaners cupboard adjacent wallgate.
22. To supply and fit new door ironmongery to all new doors.
23. To supply and fit new external timber door to match existing FHDC toilets with associated lock.
24. To supply and install ventilation extractor fans venting to rear with PIR sensor.
25. To reinstall all electronic flush sensors and rewire.
26. To supply and fit new low level cisterns to all cubicles and reinstall recovered stainless steel back to wall WC pans.
27. To fit stainless steel toilet roll guards to all cubicles. Use existing where recoverable.
28. Seal all joints around sanitaryware with high quality anti mould silicone.
29. Rub down and prepare all existing timberwork including window frames.
30. Paint all timberwork with one coat of undercoat
31. Paint all timberwork with two coats of anti-fade gloss paint
32. Jet wash all floor tiles and grout.
33. Clean and clear site of all rubbish.

## **6.6 Disabled WCs**

1. Isolate services. Remove all sanitary wear and store stainless steel pan & cistern, toilet roll guard and all handrails and drop down rail for reinstallation.
2. Remove existing wallgate and store for reinstallation.
3. Remove all tiles and remaining adhesive from internal facing walls and make good to sub-base where required in preparation for re-tiling.
4. Remove internal wall between main lobby and current cleaners cupboard to create open plan area.
5. Remove internal timber cubicle doors and all existing joinery, remove from site.
6. Bring down ceiling, remove all electrical installations, wiring, conduits and remove from site.
7. Replace all broken or missing tiles to floor and tile upstands with similar to existing and tile any exposed floor areas.
8. Supply and install non-combustible insulation (Euroclass A1 Rating) between timber ceiling joists.
9. Supply and install new electrical connections and concealed conduit for 3x flush mounted ceiling lights 2x within lobby area and 1x within cubicle. Check earthing points to all pipework.

10. Supply and install double boarded fire rated plasterboard, 2x 15mm to whole ceiling.
11. Plaster ceiling.
12. Paint ceiling with primer & 2 coats of trade quality white vinyl emulsion.
13. Tile all internal facing walls and cubicle walls with white gloss 30cmx60cm porcelain tiles with grey grout.
14. To supply and fit all timber joinery, new door linings and FD30 plain face doors with stainless steel kick plates to internal cubicles.
15. To supply and fit new door ironmongery to all new doors.
16. Rub down and redecorate external door with one coat of primer and 2 coats of good quality anti-vandal paint, black on internal face. Re-hang with hinges on RH side.
17. To supply and install ventilation extractor fans venting to rear of cubicle with PIR sensor.
18. To supply and install new electronic sensor flush system in disabled WC.
19. To supply and install new tap fitting within communal area.
20. To supply and install fold down baby changing table within communal area.
21. Seal all joints around sanitaryware with high quality anti mould silicone.
22. Rub down and prepare all existing timberwork including window frames.
23. Paint all timberwork with one coat of undercoat.
24. Paint all timberwork with two coats of anti-fade gloss paint.
25. Jet wash all floor tiles and grout.
26. Clean and clear site of all rubbish.

## **7 APPENDIX 1, FOLKESTONE & HYTHE DISTRICT COUNCIL'S GENERAL STATEMENT OF POLICY ON HEALTH, SAFETY AND WELFARE AT WORK**

### **FOLKESTONE & HYTHE DISTRICT COUNCIL'S GENERAL STATEMENT OF POLICY ON HEALTH, SAFETY AND WELFARE AT WORK**



The health, safety and welfare of all employees of Folkestone & Hythe District Council (“the Council”) and others is not just the responsibility of elected members and management but also one for every member of staff, no matter what level of seniority or experience.

The Council recognises and accepts its statutory responsibility as an employer to ensure, as far as is reasonably practicable, the health, safety and welfare of all its employees and others who use or may visit Council premises or who may be affected by its activities. The Council will also ensure that, as far as is reasonably practicable, its contractors and partners in service provision conduct their activities in a manner that is safe and without risk to health, safety or welfare.

The Council will endeavour to maintain consistently high standards for protecting the health, safety and welfare of employees and others in respect of this policy, paying particular regard to the requirements of Health, Safety and Welfare legislation and the provision and maintenance of;

Plant, equipment and systems of work that are safe and without significant risks to health  
Arrangements for ensuring the safety and the absence of risk to health in connection with the storage, transport, handling and use of articles and substances  
Information, instruction, training and supervision sufficient to ensure the health, safety and welfare of all employees and to enable them to contribute to their own health, safety and welfare whilst at work  
Any place of work under the control of the Council in a condition that is safe and without significant risk to health together with adequate means of access and egress  
Working environments that are safe with adequate facilities and arrangements for employee welfare  
Sufficient information to enable contractors and partners in service provision to identify hazards and contribute positively to their own health, safety and welfare at work  
An occupational health programme (including eye tests for Display Screen Equipment users, health checks for night workers, needs assessments for new and expectant mothers and stress counselling) to ensure the highest possible level of physical, mental and social well-being amongst all employees  
Measures necessary to ensure that the public are not exposed to health and safety hazards resulting from the activities of the Council or by the acts or omissions of those such as contractors undertaking work for, or on behalf of the Council  
Satisfactory arrangements for the participation of employees in the development of measures for promoting health, safety and welfare (e.g. joint consultation)  
Arrangements for the effective monitoring of work environments, personnel and systems of work to ensure all work activities are carried out safely and in accordance with relevant legislation, this policy, and good practice.

Where Folkestone & Hythe District Council occupies a premise that is shared with one or more other parties, clear arrangements for health, safety and welfare (e.g. fire safety, first aid, maintenance, emergency procedures etc) must be agreed between the occupying parties. A responsible person from one of the parties will be nominated to oversee the agreed arrangements and liaise with the premises owner, landlord or agent as necessary.

It is the Council policy that, where it provides services through a contractor or partner in service provision, the standards for health, safety and welfare required by this Policy (including any supporting policies and documents) be the minimum standard required of the third party. Similarly, goods acquired for use by the Council either directly or through contractors or partners in service provision must satisfy the standards required by this policy (including any supporting policies and documents) and comply with current relevant legislation and good practice.

All work activities of the Council will be subject to an assessment to identify hazards and evaluate the level of risk. The process of "Risk Assessment" will be carried out in each Directorate by competent staff.

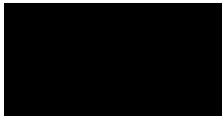
The Council will ensure that the implementation of this health, safety and welfare policy is not hindered through the lack of adequate resources.

Alongside the responsibilities of the Council as an employer, all employees have a vital role to play in maintaining health, safety and welfare in the workplace by;

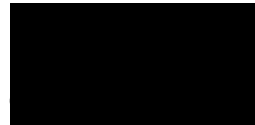
Taking reasonable care for the health and safety of themselves and of colleagues and others who may be affected by their activities or omissions at work

Fully co-operating with the Council to ensure that it can comply with its legal duties and

Not intentionally or recklessly interfering with or misusing anything provided in the interests of maintaining health, safety and welfare at work



Signed by the Leader 08/2006



Signed by the Chief Executive 08/2006

## 8 APPENDIX 2, CONSTRUCTION WORKS POLICY

### CONSTRUCTION WORKS POLICY

#### 1. Introduction

Any contractor carrying out work within the Folkestone & Hythe area will be expected to comply with the following guidelines with the object of keeping disturbance to residents to a minimum.

These guidelines cover a wide range of construction activities from simple maintenance works through to large construction projects. A proportionate view will be taken of small activities of short duration. The underlying principle is for the contractor to minimise any disturbance to residents.

The requirements applied to any particular contract may be varied from the guidelines but it will be for the contractor to show good grounds for the variation and demonstrate measures to mitigate any disturbance.

The contractor will be expected to demonstrate “Best Practicable Means” (BPM) in any proposals for work and to ensure they are adhered to during the work.

#### Working Hours

Normal working hours will be from 0800 to 1800 hours on weekdays (excluding bank holidays) and from 0800 to 1300 hours on Saturdays.

To enable the contractor to make full use of the working hours, a period of up to one hour before and one hour after the normal working hours may be used for activities such as deliveries, movement to the place of work, unloading, maintenance of equipment and similar operations. Activities are not to include the use of plant and machinery which give rise to noise likely to exceed the trigger levels set out in section 3.

Piling works should normally be restricted to the hours of 0900 to 1700 hours but the hours of work for non-impact methods may be extended.

It is recognised that some activities may have to be carried out outside normal working hours. These activities include tidal work, tunnelling, possession of roads or railways and earthmoving. Each job will be considered on its merits and the contractor will have to establish good reasons for such variations but the following principles will apply:

**Tunnelling** – 24hours/7 day operation may be acceptable but spoil transportation, storage and deposition should be restricted to normal working hours. The contractor should demonstrate that the proposed method is the best for environmental as well as engineering requirements.

**Tidal Work** – extended hours or 24-hour operation may be considered to enable work in the intertidal area to be carried out. Dredging or material deposition may also be acceptable subject to an assessment of the impact and the use of any reasonable mitigation measures.

**Earth Moving** – may be considered in the period of April to September each year in daylight hours between 0700 and 2200 hours in areas remote from houses. It will be for the contractor to establish the need for these hours.

**Over night or weekend possessions of transport routes**– are accepted as necessary. The contractor will have to demonstrate that there are no alternative methods of work available and that measures will be taken to protect affected residents.

**Unforeseen or emergency works** – it is recognised that some works, once started have to continue until complete and circumstances may mean that work continues after normal working hours. Contractors should take all possible steps to avoid this happening but should it occur, they should ensure work is carried out as quickly as possible. Where an overrun is anticipated due to construction requirements, it is important that the Council and nearby residents are kept informed. Emergency works should be only sufficient to deal with the immediate problem leaving more permanent repairs to a more reasonable time.

## Noise and Vibration

The contractor, should so far as reasonably practicable, seek to control and limit noise and vibration levels so that residential properties and other sensitive receptors (e.g. hospitals, schools, care homes) are protected from excessive noise and vibration levels arising from construction activities.

Noise Trigger Levels - The noise trigger levels in table 1 apply to residential properties and should be measured 1 metre away from any affected façade containing windows of any bedroom or living room.

Day	Time	Averaging Period	Trigger Level L <sub>Aeq</sub> T
Mondays To Fridays	0700 –	1 hour	70
	0800 –	10 hours	75
	0800 –	1 hour	70
	1800 –	1 hour	65
	1800 –		
	1900 –		
	1900 –		
Saturdays	0700 –	1 hour	70
	0800 –	5 hours	75
	0800 –	1 hour	70
	1300 –	1 hour	65
	1300 –		
	1400 –		
	1400 –		
Sundays and Public holidays	0700 –	1 hour	65
	2200 –		
Any night	2200 –	1 hour	50
	0700 –		

Notes: Where noise levels are measured, they should be monitored in accordance with the method set out in Appendix E of BS 5228:1997 (part 1)

Where the trigger levels are exceeded or are likely to be exceeded on any one day, the contractor will immediately review his working methods to try and mitigate the disturbance.

If the trigger levels are exceeded or are predicted to be exceeded over a period of 10 days out of any 15 consecutive days or a total of 40 days in any 6 month period, the contractor must either

alter his working method or undertake some alternative means of mitigation. This could include the provision of sound insulation to a property or temporary re-housing of the residents. Such measures must be acceptable to the residents involved.

Vibration Criteria – Criteria and procedures for vibration control are specified for 3 purposes and assessed using 3 different sets of parameters;

To protect the occupants and users of buildings from disturbance, for which Vibration Dose Values are assessed (VDV's are defined in BS6841 and their application to occupants of buildings is discussed in BS6472)

To protect buildings from risk of physical damage, for which peak component particle velocities are assessed in accordance with BS 7385.

To protect particularly vibration-sensitive equipment and processes from damage or disruption, for which peak component acceleration, velocity or displacement are assessed as appropriate to each process or item of equipment.

It is recognised that in some buildings, 2 or 3 of the above sets of criteria may apply and in those cases the criteria shall be evaluated separately. In establishing criteria, controls and working methods, the contractor will take account of the guidance in BS6472, BS5228 and BS7385.

Disturbance Criteria - The contractor will use BPM to control vibration levels so that the following Vibration Dose Values measured in accordance with BS6472:1994 are not routinely exceeded as a result of the works:

<b>Building Type</b>	<b>Period</b>	<b>VDV (<math>ms^{-1.75}</math>)</b>
Residential Dwellings [1]	0800 – 2200 hours	0.40
	2200 – 0800 hours	0.13
Educational establishments, offices and similar [2]	Over normal daily period of use	0.40
Commercial [3]	Over normal daily period of use	0.80

[1] Measured on a normally loaded-floor of any bedroom or living room. For this purpose, residential dwellings include dwelling houses, residential institutions, hotels, and residential hostels.

[2] Measured on a normally loaded-floor of areas where people normally work. This category of receiver will include all areas where clerical work, meetings and consultations are regularly carried out. e.g. Doctor's surgeries, day-care centres but not shop floors of industrial premises.

[3] Measured on a normally loaded floor of areas where people normally work. Commercial premises include retail and wholesale shops.

Criteria to Protect Against Damage to Buildings – The contractor will use BPM to control vibration levels so that the peak component particle velocity measured at the base of any building in accordance with BS7385 does not routinely exceed a level of 10mm/s (Section 7.4.1 of BS7385: Part 2:1993 indicates 12.5mm/s as the level below which the probability of damage tends to zero).

Where the level of 10mm/s is predicted to be exceeded the contractor shall employ a surveyor to provide an appropriate defects survey. In addition an assessment of the vulnerability of that building will be carried out by an engineer or consultant experienced in the assessment of vibration damage to buildings. An undertaking must be provided to the owner to repair any damage caused.

Any building or process that is identified as especially sensitive will be dealt with on a case by case basis.

### **Dust, Smoke, Fumes and other Nuisances**

Where work activities are likely to give rise to dust, the contractor must put in place before work begins measures to control the production of dust and clean up any dust arising.

In the event that a dust nuisance arises due to strong winds, the contractor should stop the work causing the nuisance until the wind dies down.

Any rock crushers being used must be used in accordance with its authorisation under the Environmental Protection Act 1990. Details of the authorisation should be provided to the Council before the machine is used.

If wheel cleaners are to be used, they should normally be of the dry roller type. Where a wet system is proposed, it should be capable of recycling the water and sited as far from the site entrance as possible to reduce the dragging of water onto the Highway.

All vehicles carrying potentially dusty materials on the public highways must be properly sheeted.

No fires shall be lit on site. All demolition materials should be recycled where possible or removed to a licensed tip. All cleared vegetation should be chipped where possible for recycling or removed to a licensed tip.

The contractor shall control exhaust emissions by not leaving engines running unnecessarily.

### **General**

The contractor should provide information to nearby residents who may be affected by the work before it starts and where necessary as the work proceeds. Information is particularly important before any major change in the works. This may be by letter, circular or by personal contact. The Council should be consulted about the information to be provided.

The contractor should provide a signboard close to the works giving details of the contractor including a telephone number that is manned at any time when work is proceeding. Note: The Planning Department should be consulted before any signboards or notice boards are erected.

The contractor should consider erecting screens around the work site to control noise and reduce dust. Such screens may require planning permission.

Where it is necessary to erect lights for security or for night work, great care must be taken to prevent glare from affecting residents.

Where hazardous materials or classified waste have to be handled, a risk assessment should be provided.

**Invitation to Quote (ITQ)  
Supplier Response Document**



**REFURBISHMENT OF PLEYDELL  
PUBLIC CONVENIENCES**

**April 2022**

## CONTENTS

- Section 1 – Supplier details
- Section 2 – Technical and quality questions
- Section 3 – Pricing schedule
- Section 4 – Terms & conditions of contract
- Section 5 – Declarations

## REQUIRED DOCUMENTS

Please also complete and provide:

- Appendix B – Pricing Schedule
- ITQ sub-contractor information (if applicable) – **N/A.**

## APPENDICES

Please list any additional documents you have submitted with your quotation:

- **N.A**



## SECTION 1 – SUITABILITY QUESTIONNAIRE

### 1.1 ORGANISATION DETAILS

This section is for information only, but must be completed in full.

The terms 'the organisation' and 'your organisation' used in this document mean your business, company, charity, partnership or any other type of organisation identified below.

Full name of the organisation submitting this quotation	JPS Renewable Energy Ltd
Registered office address:	Suite 1 First Floor 3 Jubilee Way Faversham England ME13 8GD
Company registration or charity registration number	07609342
VAT registration number	119979263
Name of immediate parent company	N/A
Name of ultimate parent company	N/A
Type of organisation: <ul style="list-style-type: none"> <li>• public limited company (PLC)</li> <li>• limited company (LTD)</li> <li>• limited liability partnership (LLP)</li> <li>• other partnership</li> <li>• sole trader</li> <li>• third sector (charity)</li> <li>• other (please explain)</li> </ul>	please state which: Limited Company
Are you a Small, Medium or Micro Enterprise (SME)?	Yes / No
<b>Contact details for questions about this quotation</b>	
<b>Name:</b>	██████████

<b>Phone:</b>	██████████
<b>Mobile:</b>	██████████
<b>Email:</b>	████████████████████

**Sole bidding organisation**

You are a ‘sole bidding organisation’ if this quotation is submitted for your company only. If you intend to use sub-contractors, consultants or other partner organisations to deliver the contract, you do not need to identify them in your response\*. Your company will be entirely liable to Folkestone & Hythe District Council (F&HDC) for the delivery of the requirements of the contract.

\*Exception: where sub-contractors will play a significant role in the delivery of the services (e.g. more than 50%) please refer to Section 1.1

**Consortia, partnerships and joint ventures**

If you are quoting for this contract on behalf of a group of companies (a consortium, partnership or joint venture) the following information must be provided:

- Full details of the consortium, partnership or joint venture and
- Information sought in this questionnaire in respect of each of the consortia, partnership or joint venture constituent members as part of a single response.

If you propose to create a separate corporate entity for this contract, you must provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate schedule (how much of the new organisation each member will own).

F&HDC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19(6) of the Public Contracts Regulations 2015.

If there is a change in the consortium, partnership or joint venture you must inform F&HDC immediately.

**Special Purpose Vehicles (SPV)**

You are a ‘Special Purpose Vehicle’ (SPV) if you have formed (or will form) a new legal entity for the purpose of bidding for this contract, with the intention that this organisation will be awarded the contract.

In addition the member organisation of the special purpose vehicle will be required to be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of

- (a) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or
- (b) the future organisational or legal standing of the special purpose vehicle.

## Invitation to Quote (ITQ) - Supplier Response Document

You must inform F&HDC of any withdrawal of members of the SPV during or subsequent to the ITQ so that the implications of such a withdrawal may be assessed.

<b>Consortia and sub-contracting</b> (please tick)	
a) Your organisation is bidding to deliver the contract itself	Tick.
b) Your organisation is bidding in the role of prime contractor and intends to use third parties to deliver some of the contract  If more than 50% of the work will be completed by sub-contractors, please complete the sub-contractor information template provided.	
c) Bidding organisation is a consortium, joint venture or partnership	
d) Bidding organisation is a special purpose vehicle	
<b>If your answer is (c) or (d)</b> please provide a separate document explaining which member of the group will be responsible for providing each part of the contract.	

## 1.2 GROUNDS FOR MANDATORY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question in this section your quotation will be rejected.

If you are unsure how to respond you should contact us for advice before completing this form.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.2.1 Details about the grounds for mandatory rejection are set out on online ( <a href="#">go to gov.uk webpage</a> ).  If your organisation or any other person who has powers of representation, decision or control in your organisation has been convicted anywhere in the world for any of the offenses below within the last 5 years, please mark which.	Answer
(a) Participation in a criminal organisation.	Yes / <b>No</b>
(b) Corruption.	Yes / <b>No</b>
(c) Fraud.	Yes / <b>No</b>
(d) Terrorist offences or offences linked to terrorist activities	Yes / <b>No</b>

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(e) Money laundering or terrorist financing	Yes / <b>No</b>
(f) Child labour and other forms of trafficking in human beings	Yes / <b>No</b>
(g) Has your organisation been in breach of tax payment or social security contribution obligations?	Yes / <b>No</b>
<p>1.2.2 If you answered "yes" to any of (a) to (f) above, please provide:</p> <ul style="list-style-type: none"> <li>• Date of conviction;</li> <li>• which the conviction was for;</li> <li>• the reasons for conviction; and</li> <li>• Identity of who has been convicted</li> </ul> <p>If the relevant documentation is available online, please provide:</p> <ul style="list-style-type: none"> <li>• the web address;</li> <li>• issuing authority; and</li> <li>• reference of the documents</li> </ul>	
<b>Not applicable.</b>	
<p>1.2.3 If you answered "yes" to (g) above,</p> <p>(a) provide details.</p> <p>(b) confirm you have paid, or have entered into a binding arrangement to pay, the outstanding sum (and any accrued interest or fines).</p>	
<b>Not applicable.</b>	

### 1.3 GROUNDS FOR DISCRETIONARY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question F&HDC is entitled to reject your quotation but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'yes' to any question, please set out (in 1.3.1) the full details of the relevant incident and any remedial action taken. F&HDC will consider your response before making a decision about whether or not to include your quotation in its evaluations or to reject it.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

1.3.1 Details about the grounds for discretionary rejection are set out on online ( <a href="#">go to gov.uk webpage</a> ).	Answer
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Do any of the below apply or have applied to your organisation or any other person who has powers of representation, decision or control in your organisation within the last 3 years?	
(a) Breach of environmental obligations?	Yes / <b>No</b>
(b) Breach of social obligations?	Yes / <b>No</b>
(c) Breach of labour law obligations?	Yes / <b>No</b>
(d) Bankruptcy or gone into liquidation or receivership? Or currently subject to proceedings for the appointment of a receiver, manager or administrator on behalf of a creditor?	Yes / <b>No</b>
(e) Committed an act of grave misconduct in the course of your business or profession?  Or been convicted of a criminal offence relating to the conduct of your business or profession?	Yes / <b>No</b>
(f) been significantly or persistently deficient in the performance of a previous public contract, leading to early termination of the contract, damages, or other comparable sanctions	Yes / <b>No</b>
<b>1.3.2 Conflict of interest</b>	
(a) Is any officer, employee or consultant of your organisation an employee or ex-employee of F&HDC or in any way connected to an employee or ex-employee of F&HDC?  Or Is any officer, employee or consultant of your organisation an elected member of the Authority or someone who has been an elected member?	Yes / <b>No</b>
(b) Is any officer, employee or consultant of your organisation involved in any other organisation that may be interested in bidding for F&HDC services under this quotation process?	Yes / <b>No</b>
(c) Been involved in the preparation of this procurement process, design of services, or quotation documents?	Yes / <b>No</b>
(d) Obtained or attempted to obtain confidential information, or entered into unlawful agreements with competitors whose to restrain or distort competition,  or influenced or attempted to influence the evaluation panel or F&HDC	Yes / <b>No</b>

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in the process of preparing this quotation?	
(e) Aware of any other conflicts of interest in submitting this quotation or which may occur in delivering the services?	Yes / No
1.3.3 If the answer to any of the criteria listed in 1.3.1 or 1.3.2 above is “yes”, please give details, any action your organisation has taken to remedy the situation.	
<b>Not applicable.</b>	

## 1.4 ECONOMIC & FINANCIAL STANDING

This Section is risk based **PASS/FAIL**.

You are not required to submit any financial documents at this time, but F&HDC reserves the right to request further information and or request a credit agency report.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: we will obtain this information for each member of the group. The threshold for turnover can be met entirely by one member or by a combination of members; it is not necessary for each member to individually meet the threshold.

1.4.1 Is your annual turnover (at the date of the last audited accounts) greater than <b>£200,000</b> GBP?	Yes / No
1.4.2 If the audited accounts dated more than 6 months ago, has been any material change in the financial or trading conditions of your organisation?	Yes material change / No material change / Not applicable
1.4.3 If your organisation has been trading for fewer than 12 months, is your projected annual turnover greater than <b>£200,000</b> GBP?	Yes / No / Not applicable
1.4.4 Please list which you are able to provide: A copy of your audited accounts for the last two years, Or financial statements for the most recent year, Or a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	A copy of audited accounts from the last two years.

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1.4.5	If you cannot provide one of the above, please explain why and list any other financial information you can provide.	N/A
1.4.6	If you have a parent company are you able to provide parent company accounts?	Yes / No / <b>Not applicable</b>
1.4.7	If you have a parent company is the parent company willing to provide a guarantee at F&HDC's request?	Yes / No / <b>Not applicable</b>
1.4.8	If you do not have a parent company Or your parent company will not offer a Parent Company Guarantee will you be able to obtain a guarantee elsewhere (e.g. from a bank)?	<b>Yes</b> / No / Not applicable

## 1.5 INSURANCE

This Section is **PASS/FAIL**. A bidding organisation will fail if it does not hold or is unwilling to obtain the minimum levels of insurance required.

You are not required to submit any evidence at this time. If you are successful, you will be asked to provide evidence in the form of copies of policies, letters of confirmation from insurers (or Brokers).

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: you must be adequately covered as a whole but may do so through any combination of policies of member organisations.

1.5.1	Is your Public Liability indemnity cover greater than £5 million GBP per incident?	<b>Yes</b> / No / Can Obtain
1.5.2	Is your Employers Liability cover greater than £5 million GBP per incident (or the amount required by law)?	<b>Yes</b> / No / Can Obtain
1.5.3	Is your Professional Indemnity cover greater than £2 million GBP per incident?	<b>Yes</b> / No / Can Obtain

## 1.6 HEALTH & SAFETY

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If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: the lead member must ensure that this information is shared with all members. The lead member must confirm that all members understand and agree their obligations in this section.

Your organisation must:

- Ensure that its entire workforce and all sub-contractors will comply with all relevant health and safety legislation as well as any requirements or instructions from F&HDC.
- Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.
- Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding.
- Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards.

If your organisation has five or more employees

- have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce.  
This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

F&HDC may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

Further information on employers' health and safety obligations can be found on the Health and Safety Executive website at [hse.gov.uk/simple-health-safety/index](https://www.hse.gov.uk/simple-health-safety/index).

Specific guidance on how to write a policy and risk assessment is available at [hse.gov.uk/simple-health-safety/write](https://www.hse.gov.uk/simple-health-safety/write).

Please confirm that you understand and agree to your obligations as described above	Yes / No
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## 1.7 EQUALITY & DIVERSITY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.



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1.7.1 Does the bidding organisation comply with its legal obligations under the Equality Act 2010, relating to the protected characteristics as follows?	Answer
Age	Yes / No
Disability	Yes / No
Gender reassignment	Yes / No
Marriage and civil partnership	Yes / No
Pregnancy and maternity	Yes / No
Race	Yes / No
Religion or belief	Yes / No
Sex	Yes / No
Sexual orientation	Yes / No
1.7.2 In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal? Or in comparable proceedings in any jurisdiction other than the UK?	Yes / No
1.7.3 In the last three years has any finding of unlawful discrimination been made against the bidding organisation as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body?	Yes / No
1.7.4 If the answer to either 1.7.2 or 1.7.3 was <b>Yes</b> , provide the following information: (a) If the organisation was required to take action, did the action taken satisfy the relevant organisation? (b) what action the organisation was required to take (c) what action the organisation took. If the organisation did not take the required action, explain why not.	

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<p>You may be excluded if you are unable to demonstrate to F&amp;HDC's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination occurring in the future.</p>	
<p><b>Not applicable.</b></p>	
<p>1.7.5 If you use sub-contractors, do you have processes in place to check whether any of the above apply to your sub-contractors?</p>	<p>Yes / No / <b>Not applicable</b></p>

**1.8 MODERN SLAVERY**

<p>1.8.1 Section 54 of the Modern Slavery Act 2015 requires organisations with an annual turnover of £36 million or more to develop a slavery and human trafficking statement each year.</p> <p>Does this requirement apply to your organisation?</p> <p>Guidance about the Modern Slavery Act 2015 can be found online (<a href="#">go to gov.uk webpage</a>)</p>	<p>Yes / <b>No</b></p>
<p>1.8.2 If you have answered 'yes' to 1.8.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p> <p><b>If yes</b>, provide the web address where your report can be found</p> <p><b>If no</b>, please explain.</p>	<p>Yes / No</p>
<p>1.8.3 <i>This question is for information only. Your quotation will not be rejected if the answer is 'no'.</i></p> <p>Are all of your employees paid at the National Living Wage (NLW) or higher?</p> <p>The current rate of NLW can be found online (<a href="#">go to gov.uk webpage</a>)</p>	<p><b>Yes, we pay National Living Wage as a minimum to all our employees, including employees under 25 years of age.</b></p> <p>No, we pay National Minimum Wage to employees under 25 years of age.</p>

**1.9 WHISTLEBLOWING**

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<p>1.9.1 Do you have a Whistleblowing policy in place; or do you agree to have in place or adopt F&amp;HDC's Whistleblowing policy by contract award?</p> <p><a href="#">(go to F&amp;HDC's policy page)</a></p>	<p>Yes / No</p>
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## SECTION 2 – TECHNICAL AND QUALITY QUESTIONS

### 2.1 CAPABILITY

This section is **PASS/FAIL**. A bidding organisation will fail if it cannot provide details of up to 3 contracts that demonstrate technical capability or provide alternative evidence.

#### RELEVANT EXPERIENCE AND CONTRACT EXAMPLES

Please provide details of up to three contracts from the public, private or voluntary sector, that are relevant to the services described in this quotation.

Contracts for the supply of goods or services should be from the past three years. Works contracts may be from the past five years.

The customer contact for each example should be prepared to speak to F&HDC to confirm the accuracy of the information provided below.

Suppliers should not use previous work for or associated with F&HDC in these examples.

	Contract 1	Contract 2	Contract 3
Name of Customer Organisation	Kent Police	Horder Healthcare	Maidstone and Tunbridge Wells NHS Trust
Contact name, telephone number & email	██████████ ██ ██████████	██████████ ██ ██████████	██████████ ██ ██████████
Start date	17/05/21	02/01/2020	01/02/22
End date	14/06/21	09/03/2020	31/03/22

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Estimated Contract Value	£51,000.00	£46,000.00	£280,000.00
Brief description of contract	<p>The works were to carry out refurbishment work to the Kent Police dog kennels, this included resin repairs based on the trialled/piloted system. The new system was to install a monolithic floor finish from resin and place a system on the walls to ensure that no detritus or liquids can be left to fester under surfaces. There was also an overhaul of all doors and hatch systems.</p>	<p>Complete refurbishment of four ward bedrooms at a small private hospital. This included, new flooring, new ensuite wet room fitted, new doors, redecorations and new medical gas provision.</p>	<p>The works comprised of removing of internal walls and installing additional walls to form Male and Female Changing rooms with staff showers in each changing room. Alteration to ventilation and extract system within the changing &amp; shower area was required as well as creation of additional showers and toilets and associated drainage. Some doors already in place required widening and some doors required automation with push pad operation. Also required were electrical and mechanical installations together with ventilation, new ceilings where needed, redecorations and new vinyl flooring.</p>

*Invitation to Quote (ITQ) - Supplier Response Document*

If you cannot provide three contract examples please give evidence of your technical capability in this market.

## 2.2 GENERAL DATA PROTECTION

2.2.1 Do you have the resources, systems and procedures in place to ensure your organisation will comply with the General Data Protection Regulations while performing the contracted services?

If yes, please provide details.

If no, please detail what measures will be in place before the contract starts.

Yes / No / Not applicable

[Redacted]

## 2.3 WEIGHTED QUESTIONS

### Q1. PROJECT DELIVERY (7.5%)

Outline your proposed approach to delivering the contract, clearly detailing your;

- project plan and project management
- how you will manage the site during the construction period, and
- your business continuity plan, in the event of any circumstances that may impact the delivery of the project.
- 

(max word count 1,000).

[Redacted]

[Redacted content]

**Q2. PROJECT QUALITY & STANDARD (7.5%)**

Describe your arrangements for quality management, including the quality of construction output, general performance and reducing/preventing incidents of sub-standard delivery?

Detail how these arrangements will ensure high quality and standard are maintained throughout the delivery of the project

*(max word count 1,000)*

[Redacted content]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Q3. EXPERIENCE (7.5%)**

Please expand on one of the relevant experience provided by detailing;

- any challenges encountered during the delivery of the project and how these were mitigated
- how supply chain constraints were addressed and managed to ensure supply of materials for the project, and
- delivery of prefabricated units to site

*(max word count 1,000)*

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
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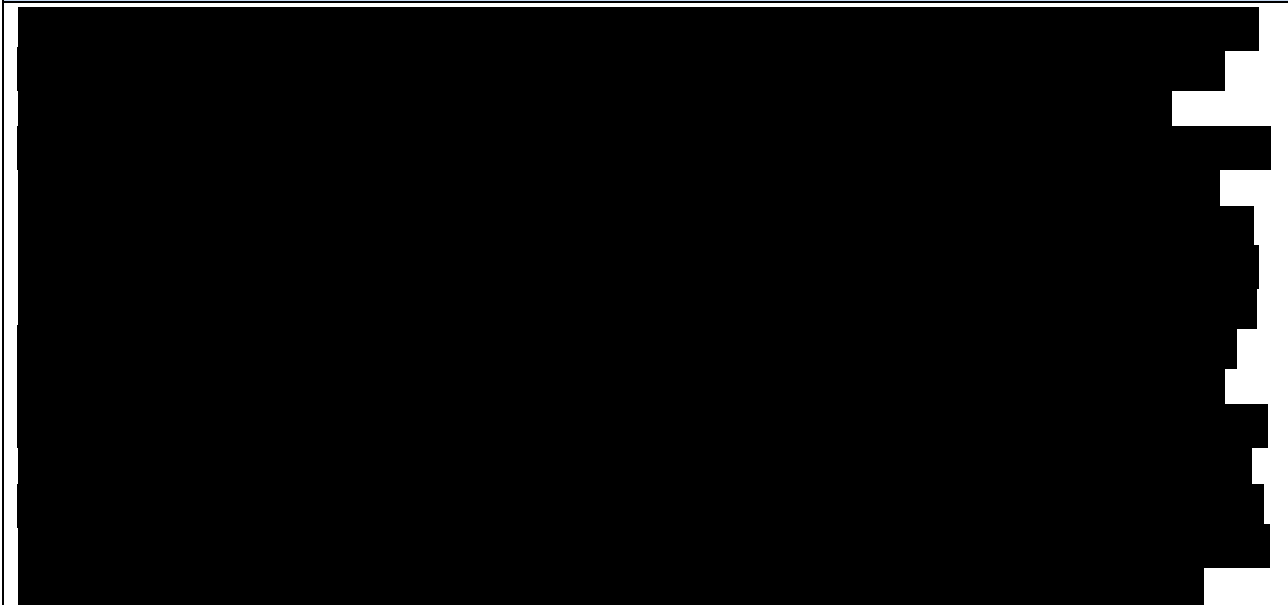


**Q4. SUSTAINABILITY (7.5%)**

Please detail measures adopted by your company to reduce carbon footprint and/or experience of working with sustainable development.

Describe how these measures would be applied to the project.

(max word count 1,000)



**SECTION 3 – PRICING SCHEDULE**

Please completed the **Appendix C – Price Schedule**

Prices must be provided **exclusive** of VAT

## SECTION 4 – TERMS & CONDITIONS OF CONTRACT

This Section is **PASS/FAIL**. If you answer 'no' F&HDC is entitled to reject your quotation but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'no', please set out the full details in an additional appendix. F&HDC will consider your response before making a decision about whether or not to include your quotation in its evaluations or to reject it.

<p>Please ensure you have read Appendix D and Section 6 of the Instructions document.</p> <p>Do you accept F&amp;HDC's terms (or the terms as amended by F&amp;HDC in any pre-quote clarifications)?</p>	<p>Yes / No</p>
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## SECTION 5 – DECLARATIONS

TO: The District Council of Folkestone and Hythe (F&HDC)

PROVISION OF: Refurbishment of Pleydell Public Conveniences

REFERENCE: DN610288

We **JPS Renewable Energy** the undersigned, having examined the Invitation to Quote (ITQ) and all other relevant schedules (“the ITQ Documents”), do hereby offer to provide the supplies, services and/or works to the Council as specified in the ITQ Documents and in accordance with the attached additional documentation, commencing and continuing for the period specified in the ITQ Documents (including any option to extend).

If this offer is accepted, we will execute such documents as maybe appropriate in order to create a binding contract between the Council and ourselves.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITQ Documents, the formal acceptance of this Quotation in writing by the Council or such parts as may be specified, together with the contract documents shall be required as a condition precedent to the entering into of the Contract.

We further agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.1.3 of the **Invitation to Quote Instruction Document**.

We understand the Council is not bound to accept the lowest of any Quotation received, nor assign a reason for the rejection of any Quotation. We accept that any costs incurred in Quotation preparation are for our own account.



We further undertake and it shall be a condition of any Contract, that:

The amount of our Quotation has not been calculated by agreement or arrangement with any person other than the Council and that the amount of our Quotation has not been communicated to any person until after the Quotation Return Date and in any event not without the written consent of the Council.

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We have not canvassed and will not before the evaluation process canvass or solicit any member or officer, employee or agent of the Council or other contracting authority in connection with the award of the Contract and undertake that no person employed by us has done or will do any such act.

I warrant that I have all requisite authority to sign this Quotation and confirm that I have complied with all the requirements of the ITQ.

Signature:	
Name & job title:	 – Construction Director
Dated:	23/05/2022
For and on behalf of:	JPS Renewable Energy Ltd