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## **AMPLUS LTD – BASIS OF TENDER**

### **1. THE CONTRACT**

Only a written agreement signed by a director of Amplus Ltd prior to commencement of work on or off site can commit Amplus Ltd to anything other than these conditions. Should an agreement be reached which incorporates these Conditions into an Order or other contractual document these Conditions will take precedence in the event of any conflict. Knowledge of Main Contract Conditions, specification and drawings shall be limited to those supplied to Amplus Ltd prior to Contract. Any contractual document presented to Amplus Ltd for signature later than commencement of work off site will be considered invalid and signature refused.

### **2. ACCEPTANCE PERIOD AND PRICE FLUCTUATIONS**

This offer is open for acceptance for four weeks from the date hereof with any increases in labour plant or materials that arise after the date of this offer charged at 115%.

### **3. COMMENCEMENT**

If the agreed Contract is to be anything other than the unconditional acceptance of this offer work will not start until the said Contract has been signed and dated by both the Client and a director of Amplus Ltd. If in the absence of such a signed Contract Amplus Ltd is allowed to start work then that in itself will be deemed to constitute unconditional acceptance of this offer retrospective to the commencement of preparatory works or the placing of orders prior to entry upon site whichever is the earlier. Work will not start until all the necessary labour plant and materials are available to give continuity to the Contract.

### **4. PROGRESS AND RECORDS**

This offer is based on one visit to the site and on the availability of a continuous and orderly programme of work throughout each visit. The rates do not include for weekend or Bank Holiday working and allow only for working from 0730 hours to 1800 hours. Every endeavour will be made to work to an agreed programme but starting dates and periods for completion are estimated only and no liability for direct or consequential losses will be accepted in respect of delays howsoever arising. Should external situations limit Amplus Ltd 's working hours an equivalent extension of time plus any "knock-on effect" will be granted for the completion of the works. Should Amplus Ltd be required to withdraw from site and later re-establish, Amplus Ltd will be reimbursed in the sum of £5000.00 per rig. Amplus Ltd's standing time and day work rates are £250.00 per/hr/rig and crew. These charges are all subject to fluctuations as bill rates. Daily record sheets will be kept by our site personnel and will be required to be checked, agreed and signed as often as may be practicable by the Client as a true and accurate record of events.

### **5. THE CLIENT SHALL PROVIDE AT ITS OWN COST FOR THE DURATION OF AMPLUS LTD'S CONTRACT AND WITHOUT ADJUSTMENT TO THE RATES OF MEASURE THE FOLLOWING**

Attendances in accordance with the Federation of Piling Specialists schedule, attached herewith.

All time lost and/or expense incurred by Amplus Ltd in the provision of or as a result of failure to provide any of the foregoing will be recoverable from the Client as damages quantified so far as practicable by the rates in Clause 4.

Provided to a minimum standard in accordance with the Health and Safety at Work (Jersey) Act, 1989, we shall provide adequate facilities, the cost of which shall be charged to the contract.

### **6. OBSTRUCTIONS**

In the event of difficult drilling/driving or of encountering obstructions or other physical conditions (whether reasonably foreseeable or not) which obstruct, deflect or otherwise impede the penetration of piles to design depth. Amplus Ltd shall be entitled to standing time pending an agreed method of proceeding. All extra costs incurred in consequence of such matters including the costs of any materially altered method of drilling/driving or of any special or substantially more expensive or more protracted method of driving will be charged to the Client.

### **7. DESIGN, PILE CHOICE AND SAFETY OF THE WORKS**

Unless specifically stated in this offer Amplus Ltd will accept no responsibility for design or any of the works nor for whether piles are suitable for their required purpose nor for whether a pile type used is compatible with the ground conditions. Sheet piles are not watertight and additional measures should be allowed for if a watertight structure is required.

The use of a pile section which is different from that specified even if at the suggestion of Amplus Ltd will constitute an instruction by the Client and will not in itself transfer from the Client to Amplus Ltd any responsibility for design or pile choice. In the event of Amplus Ltd accepting design responsibility such responsibility is limited to the extent of the written information supplied to Amplus Ltd prior to the date of the design or the parameters upon which Amplus Ltd confirms that its design has been based.

Whether or not responsibility for design of the works is undertaken no liability will be accepted in the event of any of the following: -

- a) No adequate soils information is provided or obtainable or any soils information provided is misleading.
- b) Drilling/driving conditions do not correspond with or conform to soils information or other information provided.
- c) Design penetration is not fully achieved following driving of piles to the deemed refusal.
- d) One or more of the parameters upon which any design is based is materially affected by the Client's works including any excavation undertaken by or on behalf of the Client.
- e) The design of any works is modified by or upon the instruction of the Client without the express written approval of Amplus Ltd. This shall include any variation from the water profile stated in the design calculations.

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**8. QUALITY AND TREATMENTS**

Unless specifically described otherwise in this offer no allowance has been made for protective treatments, copper content, high yield steel or anything other than self colour mild steel. When protective treatment is required any rates quoted, unless specifically stated to the contrary, are for factory applied treatment and so not include for the extra cost of doing such work on site.

**9. TOLERANCES**

Without prejudice to Clause 6 of these conditions, unless prevented by obstruction or other ground condition all piles will be drilled to within 1:75 of vertical for 'vertical piles' and within 1:25 of the design rake for 'raking' piles. Driven piles will be driven to within 50mm of the design toe level unless prior refusal is reached. Amplus Ltd will accept no responsibility should driven piles be deflected, moved, declutched, drawn down, bent or distorted out of line or otherwise fail to achieve design due to ground conditions whether foreseen or not. For the avoidance of doubt any obligation under which Amplus Ltd may be found to be to install piles as close to design as reasonably possible shall not be construed as imposing on Amplus Ltd any obligation to depart from a continuous and orderly sequence of driving nor materially to alter its method of driving nor to adopt any special or substantially more expensive or protracted method of driving without payment therefore as if Amplus Ltd were in receipt of a written instruction of variation.

All corner work in sheet piles will be done oversize of any given dimensions to a maximum of one pair of piles in any one direction at any corner unless agreed by Amplus Ltd in writing.

**10. ENVIRONMENTAL**

The Client accepts responsibility for the environmental effects of the use of the equipment specified in these Conditions including the physical effect of the use of such equipment on adjoining or nearby buildings, structures or services and the Client hereby agrees to indemnify Amplus Ltd in relation to any liability arising therefore. The Client shall be responsible for obtaining prior to the acceptance of this offer all "noise consents" from the relevant Local authority and the agreement for the use of the equipment specified of any Resident Engineer, Supervising Officer or other person(s) having an interest in the environmental impact of the work. In the event that work is delayed or the specified equipment is required to be modified or changed, all standing time and additional costs shall be recoverable from the Client.

**11. PAYMENT TERMS**

Each and every month applications will be made for work done up to and including the last day of the month or other date agreed prior to commencement (Application Date). Payment will be due within 28 days of the Application Date.

In the event of payment not having been received within 28 days of the Application Date a surcharge of 2.5% per 28 day period or part thereof will be applied and compounded on all monies outstanding with effect from the Application Date with Amplus Ltd actioning whatever recovery measure it considers to be appropriate additional to an automatic suspension of works at the Client's expense. Amplus Ltd's establishment charge is due in full with the first payment. Payments to Amplus Ltd will not be dependant upon third party payments to the Client.

**12. RETENTION OF TITLE**

The Ownership of all materials supplied will remain with Amplus Ltd who reserve the right to dispose of the materials until payment in full has been received in accordance with the terms of this offer or until such time as the Client sells the materials by way of a bona fide sale at full market value. If such payment is overdue in whole or in part Amplus Ltd may (without prejudice to any of its other rights) recover or resell the materials or any of them and may enter upon the Client's site or premises by its servants or agents for that purpose. Such payments will become due immediately upon the commencement of any act or proceeding in which the Client's solvency is involved. If any of the materials are incorporated in or used as material in works before such payments the property in the whole of such works or goods involved therein will be and remain with Amplus Ltd until such payment has been made or the other goods or works have been paid for in full and all Amplus Ltd's rights hereunder in the materials will extend to those other goods.

**13. DEFECTS LIABILITY AND RETENTION MONIES**

No money shall be deducted by way of retention. Where the tender sum exceeds £120,000 a bond or indemnity can be provided to cover a maximum of 3% of the sub-contract sum. Such bond or indemnity will be reduced to 1.50% at the date of practical completion of Amplus Ltd's work. The bond or indemnity will become null and void (whether returned to the surety or not) at a date 6 months thereafter.

Any defects appearing, being defects due to workmanship or materials, not in accordance with the contract shall be made good by Amplus Ltd at its own cost provided that such defects are notified to Amplus Ltd in writing before the Engineer has issued a Maintenance Certificate in respect of the main contract works (or in respect of the last phase thereof comprising the piling works), or, if there is no provision for the issue of such a Certificate, provided notification is made to Amplus Ltd's within three months or practical completion of Amplus Ltd's works.

**14. MEASUREMENT**

Subject to Clause 16 of these conditions, unless otherwise stated in this offer the work is subject to remeasurement and quantities used in the offer are for estimating purposes only. Measurement of the length piles for payment purposes will be taken as the area or length of pile drilled below ground level and not that described by any other method of measurement. The area of sheet piles shall be the length of the pile multiplied by the girth measured along the centre line.

**15. VARIATIONS**

All variations will be charged to the Contract. In the case of work that is analogous to bill rates Amplus Ltd's charges will be evaluated using the rates quoted in Clause 4. The Client shall if called upon confirm all/any variations in writing. This offer is based upon a minimum total working period of 5 working days in any visit and any reduction in

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the quantity of work in any visit to a period of less than 5 working days or cancellation in total will not reduce the labour and plant charge to less than £5000.00. Amplus Ltd reserves the right to charge at site cost plus 15% in respect of all additional works undertaken and not expressly set out in its Bill of Quantities offer.

Such additional works will be deemed to include all remedial work required to be carried out under any of the circumstances listed in Clause 7. Materials procured for the contract or delivered to site for the execution of the works and subsequently not used in the works shall be charged at cost plus 15%.

**16. DEDUCTION OR SET OFF**

Any sum sought to be set off must be notified to Amplus Ltd with full particulars at least 21 days in advance.

The Client will thereafter only be entitled to deduct by way of set off from monies (including any retention) otherwise due to Amplus Ltd sums agreed in writing as due from Amplus Ltd to the Client. All other rights of set off are hereby excluded.

**17. LIQUIDATED AND ASCERTAINED DAMAGES**

Without prejudice to the provisions of Clause 4 of these conditions and if Amplus Ltd fails to complete the works or any major phase in accordance with the contract Amplus Ltd's liability for any and all damages will be limited to that proportion of the total liquidated damages as our Sub-Contract is of the Main Contract sum. The deduction of liquidated damages is to be subject to our agreement prior to implementation. Notwithstanding the above the Total Liquidated Damages shall not exceed 5% of our Sub-Contract price.

**18. INSURANCE**

The Client shall indemnify Amplus Ltd in respect of any liability, loss (including pure economic loss), damage or claims arising by reason of;

- (I) the wrongful or unlawful acts or omissions of the Client, its servants, agents or sub-contractors (other than Amplus Ltd);
- (ii) noise, vibration or other effects of piling, extracting and associated activities;
- (iii) exhaust, oil and grease staining.
- (iv) loading and unloading of plant, material or other items off-site;
- (v) consequential losses arising from damage to or loss of contract.

**19. BONDS, DEEDS AND WARRANTIES**

Unless itemised and priced separately no allowance has been made for the provision of a bond or collateral warranty.

**20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Notwithstanding any other provision of the (Contract / Agreement / Warranty / Purchases Order / Sales Order\*) nothing in this (Contract / Agreement / Warranty / Purchase Order / Sales Order\*) confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

**21. VALUE ADDED TAX**

The rates quoted in this offer do not include Value Added Tax.

**22. OPENING UP**

Where any opening up for inspection, testing and reinstatement is instructed and the work, the subject of such instruction, is found to be in accordance with the contract, then any costs and expenses in respect thereof shall be added to the Contract Sum together with the granting of an appropriate extension of time for completion of the works.

**23. INTEGRITY TESTS**

Pile heads must be cleaned and tested before the pile shafts are cut down. Piles extending more than 4 times their diameter above ground cannot be tested.

**24. CUTTING DOWN PILES**

Heavy mechanical breakers should not be used to cut down piles as they may induce damage below the point of application. Hand held cutting equipment or hydraulic splitters must be used to trim piles once they are cured. In addition, mechanical excavators can easily crack pile shafts whilst digging for trimming pile heads. The pile must be excavated by hand for a 300mm annulus around the pile perimeter.

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## FEDERATION OF PILING SPECIALISTS

### SCHEDULE OF ATTENDANCES AND FACILITIES TO BE PROVIDED BY THE CLIENT TO A PILING OR DIAPHRAGM WALLING SPECIALISTS

**COMPANY NAME; AMPLUS LTD**

For the purposes of this document the following definitions shall apply:

*Specialist* – Piling/Diaphragm Walling Specialist

*Client* – Person directly employing the Specialist

The following attendances and facilities shall be provided and maintained at all times (including additional working hours if necessary) for the duration of and in relation to the specialist works, free of charge to the specialist and in a manner so as not to disrupt or restrict the regular progress of the specialist works.

- 1. Notices.** Giving all notices and obtaining all necessary approvals, licences and sanctions, including but not limited to any wayleaves, easements, possessions, rights of way or access.
- 2. Rates and Fees.** Payment of any rates or fees which may become payable due to occupation of the specialist works.
- 3. Protection.** Protection of the works where taken over by other traders or contractors or where the specialist has left site.
- 4. Watching.** Provision of security to safeguard the plant, equipment, materials on the site and the specialist works.
- 5. Fencing, Hoardings, etc.** Hoardings, fences, noise and splash barriers, statutory warnings, flagmen or the like as necessary to protect the works, plant, materials, personnel, third party property, and the general public. This shall include protection from exhaust, oil, grease, etc.
- 6. Clearance.** The provision of adequate clearance around working positions for the specialist's operations including protection to adjacent works and third party property.
- 7. Access and Hardstandings.** Full and free access onto the site(s), from hard road to firm level dry all-weather working surfaces including ramps, with working space including staging/protective mats, all designed and maintained in a manner suitable for the safe erection, operation and movement on, off and around the site(s) and to and between working areas, storage areas, pile/panel positions and test piles/panels of plant and equipment and wheeled transport including articulated and ready mixed concrete lorries. Ramps, including access ramps to ready mix storage areas where required, to a gradient not steeper than 1 in 10. Protective mats and all other equipment and measures necessary to minimise the risk of damage to third party property, including road surfaces, kerbs and services, especially where the nature of the site requires off site activity such as loading and off loading materials and plant which may include crawler cranes.
- 8. Accommodation, Hardstanding and Storage Areas.** Provision and subsequent removal of firm, dry, reasonably level working areas, designed, prepared and maintained for the safe operation and erection of plant and equipment. Conveniently situated areas on site for storage of plant, equipment, materials, offices, sheds and the manufacture of reinforcing cages.
- 9. Surface Water and Groundwater.** Any pumping or drainage required to keep the site free of surface water or any water and slurry arising from the operations. Disposal of wastewater from the specialist operation (such as concrete wash out from agitators) is to comply with current legislation, including for filtering or the provision of settlement tanks as appropriate.
- 10. Flammable Stores.** Provision for storage of petroleum, explosives and flammable materials as may be required and arranging for the requisite licence.
- 11. Telephone Facilities.** Provision of site telephone facilities.
- 12. Health and Safety.** Welfare and safety facilities to comply with statutory regulations or rules, orders or regulations of any authority having powers related to the specialist works.
- 13. Temporary Lighting.** Suitable background and task lighting to working areas to allow safe working and safe access and egress and to facilitate execution of the specialist works.
- 14. Water Supply.** Within the working, storage and preparatory operation areas, potable water supply at mains pressure take-off points and sufficient for the operations, including (where applicable) charging of bores, bentonite/drilling fluid mixing, concrete mixing and cleaning of plant.
- 15. Electricity.** Within the working, storage and preparatory operation areas, suitable power take-off points and power.
- 16. Traffic.** Control or diversion of road, rail or water borne traffic.

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**17. Existing Services.** Clear and substantive setting out, marking or exposing on site the exact location of existing underground/overhead works and services and providing a drawing on which their positions in line and level are accurately plotted relative to the specialist works. Adequate protection, diversion or removal of such works or services to prevent damage from the specialist's operations. The location and plugging off of all disused pipes or ducts in order to prevent the entry of pile concrete or drilling fluids during construction.

**18. Shoring/underpinning.** Shoring and underpinning as necessary, including the removal, replacement or adjustment of timbering or shoring which may impeded the specialist's operations.

**19. Guide Walls.** The setting out, construction and later removal of reinforced concrete guide walls (where required). the top of the guide wall shall be a minimum of 1.5m above water levels encountered during construction of the specialist works.

**20. Obstructions.** Prior removal of overhead, surface or underground obstructions which may impede the specialist's operations and backfilling of excavations and voids with a suitable material which will not obstruct or be deleterious to the works but which will ensure the stability of the specialist's plant.

**21. Setting Out.** Clear and substantive setting out and maintenance of individual pile/panel positions as necessary throughout the contract and the provision of permanent datum points, base lines and structural grid lines and as built survey information as required.

**22. Checking.** Checking the positions and cut-off levels of all piles/panels, during the progress of the work, on completion of the work (where practicable) and before the specialist's plant has left site.

**23. Removal of Material.** Removal and disposal of excavated or displaced material including mud slurry and excess concrete from around the specialist operation in sufficient time to prevent the formation of spoil heaps impeding the specialist's operations. This shall include the full time attendance of an excavator with backacter (or similar) to each rig for all operation purposes.

**24. Wheel and Road Cleaning.** Manned wheel-cleaning facilities and/or road-cleaning, as necessary.

**25. Trimming.** Cutting back heads of piles/panels, including overbreak and casing left in, down to the specified cut-off levels, cutting back overbreak from the face of retaining walls, disposing of debris, and preparing, straightening and bending the reinforcement, including test piles/panels, caps and reaction piles/panels or anchors. Stripping formwork to recesses and box outs etc. including templates to starter bars or bolts. This should include preparation of the surface of the pile head for integrity testing.

**26. Building up.** Building up of piles/panels or any necessary modification to the sub-structure as a result of the piling platform level being lower than 0.3m (or as otherwise agreed) above the specified cut off level.

**27. Empty Bore/Panel Reinstatement.** Backfilling of any empty bore/panel excavation.

**28. Reinforcement.** Mechanical assistance in lifting and placing reinforcement in pile bores, as required.