

Project Ref.: CL/V29777/CMC/Rev B

Date: 22/06/2026

PCM

Ivy Mill Business Centre
Failsworth
Manchester
M35 9BD
07787228643

Menard Ltd

Suite 1M
Avondale House
Phoenix Crescent
Bellshill, ML4 3NJ
Tel: +44(0)1704 891039
www.menard.co.uk

For the attention of Paul Murphy

Subject: Coach Road, Whitehaven, Cumbria

Dear Sir,

Further to your recent enquiry, we are pleased to re-submit our tender for ground improvement by **Controlled Modulus Columns (CMC) rigid inclusions** beneath the proposed 15no. residential plots.

Given the soil conditions and the presence of organic and very soft material, we propose a ground reinforcement solution using Controlled Modulus Columns (CMC), a form of rigid inclusions. This technique, developed by Menard, enables the construction of conventional shallow foundations (pads and/or strip footings) and ground-bearing slabs.

To ensure the necessary bearing capacity and settlement control for the proposed structure, Menard has conducted an initial pre-design using CMCs under the various foundations. Menard has extensive experience with CMCs, having supported hundreds of structures across the UK under varied loading conditions and a wide range of site and soil conditions.

On this project, the advantages of the CMC technique compared to a traditional piling solution are listed below:

- + Thinner ground bearing slab (typically around 200 mm) with lighter reinforcement ratio (the slab is not suspended between 2 CMCs)
- + Replacement of the pile caps/ground beams by regular pad foundations/strip footings
- + The trimming of the CMC is carried out in the fresh concrete shortly after the installation of the CMC (not after the concrete has set)
- + The CMC installation is a vibration-free and low-noise process
- + Significant reduction in amount of spoil produced, due to soil displacement tool used
- + Optimisation of the construction program
- + Reduction of the overall carbon footprint of the project
- + Increased flexibility of the CMC grid around buried obstructions

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The cost of the ground improvement by CMC under strip footings is £56,900.00 nett of discount and VAT, subject to the terms and conditions of this tender.

The estimated duration of our works is up to 1 week with 1no. CMC rig.

It is assumed that our working platform will be around 7.4mAOD.

The Structural Engineer can consider a SLS soil bearing capacity of up to 150kPa under the footings (pads and/or strip footings).

Additional site investigation by Cone Penetration Tests (1 day of CPT) will be required for our final detailed design. CPT are included in our proposal.

Based on the additional CPTs there is a potential opportunity for vibro stone columns to be suitable on Units 1-3 which would bring a saving of around £35-40k subject to the additional investigation. The SLS bearing capacity for foundations would need to stay at 150kPa.

Any existing buried foundations, slabs and services in the footprint of the project should be removed before our works.

Resources will not be reserved until an acceptable letter of intent or contract has been issued or entered into and in this respect we will normally require a minimum of 4 to 6 working weeks' notice from the date terms are agreed to allow us to reserve resources to meet your programming requirements.

If we do not agree contract terms or the conditions of an acceptable letter of intent 4 to 6 working weeks before the planned commencement date the only terms and conditions, we are prepared to enter into will be an unconditional acceptance of this tender.

Sustainability

At Menard, we are committed to delivering ground improvement solutions that minimise environmental impacts. We have integrated a range of low carbon initiatives and best practice measures across our operations to reduce project-related emissions and support sustainability goals, including:

- ✓ **Low and very-low carbon concrete options** – using high proportions of GGBS (Ground Granulated Blast Furnace Slag) as a cement replacement within our CMC technique significantly reduces embodied carbon emissions
- ✓ **Recycled aggregates** – where possible, we will procure recycled aggregates for our Vibro Stone Column techniques which typically achieves 30% lower CO2 emissions compared with newly quarried aggregate
- ✓ **Locally sourced materials** – all products and materials are procured locally to the project to help minimise transport-related emissions and contributing positively to A1-A5 product and construction stage impacts within the lifecycle assessment (LCA)
- ✓ **Hydrotreated Vegetable Oils (HVO) Fuels** – HVO fuels is utilised on all projects where available, reducing Scope 1 emissions by up to 90% compared with traditional diesel

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- ✓ **ISO 14064-1 Greenhouse Gases Standard** – We are accredited to ISO 14064-1, enabling us to accurately calculate, verify and report project-specific carbon footprints and greenhouse gas emissions

If you should have any queries, please do not hesitate contacting the undersigned.

We thank you for the invitation to submit this proposal and assure our utmost cooperation in the satisfactory completion of the work offered.

Yours faithfully
On behalf of Menard,



Cecile Lefevre
Estimator
Mob: 

Coach Road – Whitehaven

Cumbria

Ground improvement by Controlled Modulus Columns (CMC[®])



TECHNICAL AND FINANCIAL PROPOSAL

Reference	V29777	Pages	24
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Revision	Date	Prepared by	Checked by	Detail of modifications
A	28/10/2025	DM	MW	First issue
B	22/06/2026	CL	MW	Price revision 2026

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1. INTRODUCTION

It is proposed to construct 15no. residential plots. The proposed construction footprint runs over MADE GROUND which overlies extremely low strength CLAY with medium dense to dense SAND below..

Due to the presence of uncontrolled MADE GROUND and extremely low strength CLAY, a direct construction of any type of structure without soil improvement or replacement will lead to unacceptable post construction settlements and deformations.

The concerned structures are 15no. residential plots, as shown below (Plots 7 – 21).



Figure 1: Site Layout with CMC treatment area circled

This document comprises a technical and financial proposal for ground improvement using the Controlled Modulus Columns (CMC) technique.

2. BASIS OF THE OFFER - DOCUMENTS

This submission comprises all the following documents which together with our covering letter form an integral part and basis of our offer:

- [1] The proposal inclusive of BoQ, schedule of attendances and commercial conditions of tender
- [2] GEO-ENVIRONMENTAL SITE INVESTIGATION, REC, 45418P1R1, June 2014
- [3] PHASE 2: GROUND INVESTIGATION REPORT, GEO, 2025-7009, December 2025
- [4] Drawings:
 - 2245-DF-BR-210 – dated December 2025 (house type D/F)
 - 2245-E1F-BR-210 – dated December 2025 (house type E1/F)
 - 2245-E3-BR-210 – dated December 2025 (house element type E3)
 - 2245-FE2-BR-210 – dated December 2025 (house type F/E2)
 - 2245-PL-100 – rev A – dated September 2022 (Site Plan as Proposed)

Additional info (CPT and final foundation layouts) to be issued. All documentation to be issued via email in addition to the relevant online portals used.

3. GROUND CONDITIONS

Our offer is based on the ground conditions described in the Boreholes/site investigation reports/etc detailed in section 2.

The typical soil profile is the following:

- ⊕ MADE GROUND
- ⊕ Extremely low strength CLAY
- ⊕ Medium dense to dense SAND

From our interpretation of the soil information, ground improvement is required down to the competent dense SAND layer. The CMC's will be installed 0.5 m into the competent soil layer. According to the concerned soil information no predrilling is necessary.

Additional site investigation by Cone Penetration Tests (1 day of CPT) will be required for our final detailed design. CPT are included in our proposal.

The ground water level was encountered at around 1.5m deep from EGL.

All existing buried foundations, slabs and services in the footprint of the project are removed prior to our works.

Any deleterious material or 'soft spots' encountered will require removal and replacement with loosely end tipped granular material (in accordance with our upfill specification) by others at no cost to ourselves. This shall then be treated as part of the ground improvement works.

Menard does not accept responsibility for the global stability of the site or of the strata below the level at which the site investigation terminated nor for subsidence or collapse beneath the level of our treatment which may be attributable, but not limited, to mine workings, voids or the like. Menard does not accept liability or responsibility for the creation of pathways for any pollutants entering the ground.

Menard should be made aware of any remediation or disturbance to the soils since the ground investigation works were undertaken.

Our offer is based on that any cohesive made ground within the treatment area has been in situ and undisturbed for a minimum of 10 years.

We will give you notice of any ground encountered which in our opinion differs from that described above together with the method by which we propose the works might be completed in accordance with the contract and the changed soil conditions. In the event of such ground conditions we will require your written instructions and agreement to pay for the measures proposed. Any possible delay suffered by us as a result of these ground conditions or in obtaining your consent to proceed shall be added to our contract period.

4. TECHNICAL

4.1. Description of the ground reinforcement technique

The Controlled Modulus Columns soil reinforcement technique is intended to improve the soil globally and to reduce its deformability by the use of rigid concrete inclusions. It does not aim to bypass the compressive ground or to build piles that will directly support the entire load from the structure. The objective is to reduce global and differential settlement by relieving the soil from a part of the loads imposed by the structure.

These columns distribute the loads uniformly throughout the soil mass to form a composite structure [concrete column + surrounding soil material]. The entire process is vibration free and operates in-the-dry without spoil, which allows for cleaner project sites.

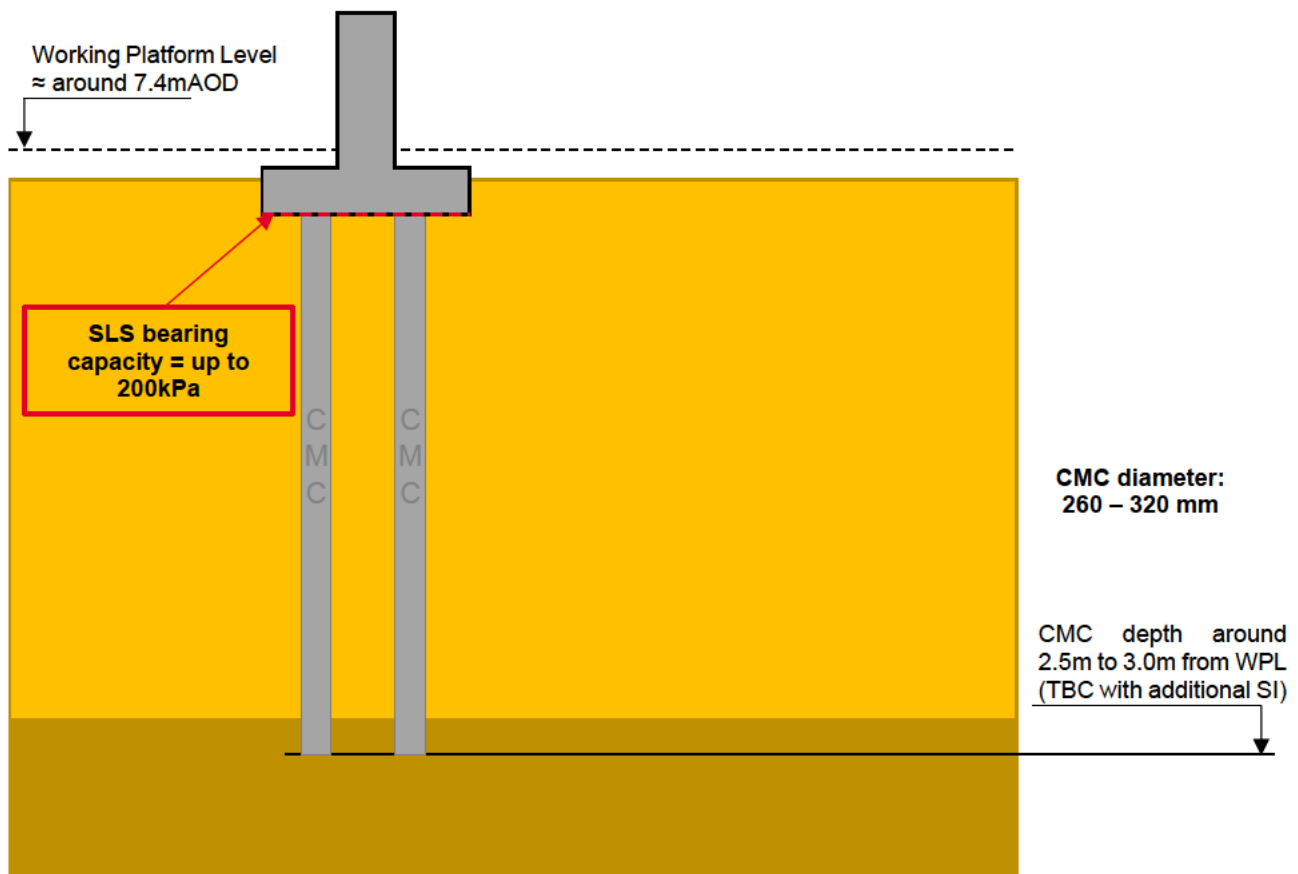


Figure 2: Typical cross section of footing on CMC

4.2. Method of execution

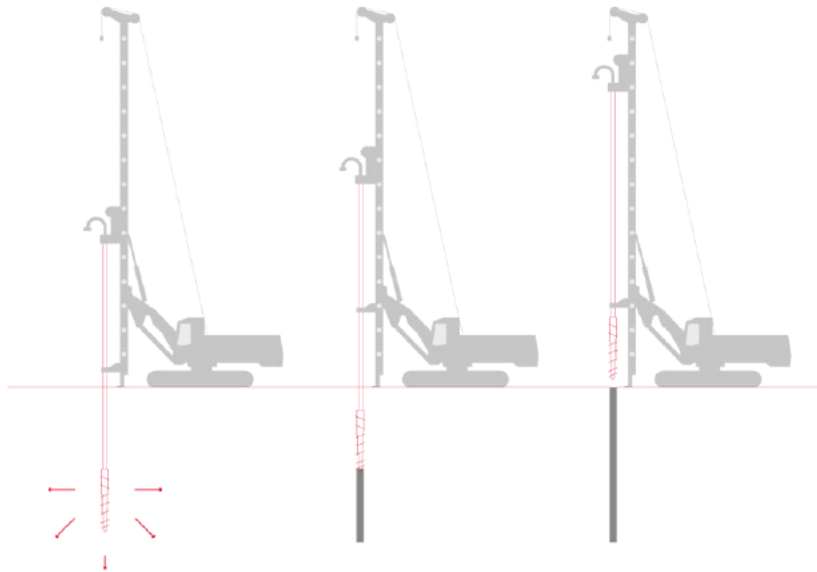


Figure 3: CMC installation process

A specially designed auger, powered by equipment with large torque and downward thrust capacity, displaces the soil laterally, with virtually no spoil or vibration. The displacement auger is pushed into the ground to the required depth resulting in increased density of the surrounding soils around the auger. If the soil is too compact to drill with this method, a regular CFA auger can be used.

During the auger extraction process, a column is developed by grouting under controlled limited pressure (less than 5 bars) through the stem of the displacement auger to achieve a predetermined stiffness ratio with the surrounding soil. The result is a composite soil/concrete ground improvement system. Current practice is to install columns with diameter varying between 260 and 450 mm.



Figure 4: CMC setup on site

4.3. Adaptation to the project

4.3.1. Ground reinforcement principle

The proposed ground reinforcement system consists of installing vertical concrete inclusions (CMC) in order to create a **composite [soil + CMC] material**. CMCs will be installed under strip footings, with the **head of the CMC cut off at the base of the footing**.

4.3.2. Characteristics of the CMC solution

- + The diameter of the CMC will be **260 – 320 mm**
- + The CMC will be drilled at least 0.50 m down into the competent layer (dense sands). As such, their length is expected to be around **2.5m to 3.5m from working platform level**. The length may however vary according to the soil conditions encountered on site.
- + Our tender is based on **our working platform level being approximately equal to existing ground level at the time the exploratory holes were put down which is roughly 7.4mAOD**. *Please advise us of any change to the levels as this might impact our quotation.*
- + Staging of the platform and a surface slope of up 2% is acceptable. Please note the working platform is to be designed according to FPS requirements by the main contractor. Menard will provide details of the Rig Loading for this design.
- + Any filling should be done using loosely tipped, free-draining, approved, wholly granular material not exceeding 100 mm in size (in accordance with our appended upfill specification)/using site won material placed to an engineered specification. Filling should extend at least 2.0 m horizontally beyond the perimeter of the building and have a slope not greater than 1 in 2.
- + Footings:
 - o The CMC will be positioned at maximum of 2.0 m centres beneath strip footings.
 - o The number and/or spacing of CMC will be determined at the design stage, upon reception of a foundation layout showing the applied loads.
 - o The enhanced allowable SLS bearing capacity will be **200kPa below footings**.
 - o CMC are not designed to cater for shear or tension.
 - o The minimum width of any footing with a SLS vertical load greater than 150 kN shall be 1.20 m.
 - o Standard shallow foundation design rules should be followed.
 - o As standard, a minimum 7 day curing period is required between installation of the CMCs and pouring of foundations above.
- + Menard have allowed for the following concrete pumping mix to form the columns:
 - o Strength: C12/15
 - o Class: DC-1
 - o Workability/Slump: S4
 - o Workability and quality maintained during at least 2 hours after the delivery on site
 - o Maximum aggregate size: 10mm
- + CMC will be installed within a deviation tolerance of 150 mm in each direction from their position as shown on the layout drawings
- + **Residual settlements** under proposed loads will be limited to **25mm**, with **relative differential settlements will be limited to 1/500**

5. QUALITY CONTROL

5.1. Testing

- Concrete sampling for measurement of the compressive strength: 5 samples per day per rig, 2 of them are tested at 7 days, 2 at 28 days and 1 spare,
- Vertical load tests up to 1.5 times the nominal load of the CMC or to a maximum load of 40t whichever is the least. We have allowed for **3 load tests**. The load test comprises a 600 mm circular plate which is positioned centrally over a CMC on a layer of sand. The load is applied centrally to the plate by a hydraulic jack using the CMC rig as a "reaction block".

The procedure for those tests is as follows:

Load Stage	Load applied	Comparator reading times
1	20% Q _{max}	1 and 5 min
2	0% Q _{max}	1 and 5 min
3	20% Q _{max}	1, 2, 3, 4, 5, 10 and 15 min
4	40% Q _{max}	1, 2, 3, 4, 5, 10 and 15 min
5	60% Q _{max}	1, 2, 3, 4, 5, 10 and 15 min
6	80% Q _{max}	1, 2, 3, 4, 5, 10 and 15 min
7	100% Q _{max}	1, 2, 3, 4, 5, 10, 15, 30 and 60 min
8	50% Q _{max}	1 and 5 min
9	0% Q _{max}	1 and 5 min

The load stages are to be carried out for not less than the times specified above or until the settlement is equal or less than 0.02mm per minute.

We also propose to undertake 1 dummy foundation test as described below.

- Our dummy foundation test consists of a rigid fabricated steel plate whose dimensions of 1.5 m x 0.6 m which will be laid on a thin layer of sand in a carefully prepared trench approximately 600 mm below the level from which treatment was undertaken.
- This plate will be bedded onto the ground by means of small pre-load of 20 kN which is immediately released.
- The loading is applied centrally to the plate by a calibrated hydraulic jack using our rig as Kentledge.
- Reference beams carrying 4 dial gauges will be supported by stakes driven into the ground.
- The loadings will be applied in 5 equal increments at a rate of 4 tonnes per 15 minutes to a maximum load of 202 kN/m² calculated over the actual area of the plate. The final test load is to be held overnight.
- At the end of the test unloading will be carried out in a single stage and the recovery of the plate will be measured.
- The reading on the dial gauges will be recorded at suitable intervals to enable graphs to be drawn giving the results of settlement against load.

5.2. Monitoring and Recording

- Layout drawing showing the location of each CMC will be produced by Menard.

- ⊕ Calibration drilling(s) close to existing soil investigation borehole(s) to calibrate drilling parameters to each layer of the geotechnical profile and to define an “embedment” criteria will be done.
- ⊕ The execution of each CMC is controlled by the operator and recorded by an on-board computer. The parameters controlled are: verticality of the mast, depth of treatment, concrete volume, continuity and integrity of each column. A special software enables the site technician to plot the profile of each CMC together with the data recorded during the drilling process.
- ⊕ The work done is also recorded by a log of each CMC showing the CMC reference number, penetration length, concrete volume and a note of any unusual circumstances encountered during the installation. This log will be recorded on our standard Daily Record Sheet.
- ⊕ 'As built' record drawings showing the execution numbers of each CMC will be provided.

6. WORKS PHASING

- a) Removal of topsoil layer and existing buried foundations, slabs and services (Main Contractor),
- b) Cut and Fill process with testing (Main Contractor),
- c) Cone Penetration Tests (Main Contractor or Menard),
- d) Installation of a working platform for our CMC equipment with a separation geotextile (if necessary) at the bottom (Main Contractor),
- e) Execution of CMC by Menard,
- f) Trimming of CMC (Main Contractor),
- g) Re-grading and re-compaction of the working platform (Main Contractor),
- h) Installation of Load Distribution Mattress under the ground bearing slab (Main Contractor). The working platform can be used as part of this LDM.
- i) Construction of the structures (Main Contractor).

7. POST TREATMENT WORK

- ⊕ Some surface disturbance may result from our treatment and in some cohesive soils there may be surface heave. Others are to make final adjustments to level as may be necessary and remove surplus materials at no cost to us, including any excess infill stone.
- ⊕ All excavations by others following treatment will be executed in a manner which will not loosen or disturb treated ground below the proposed foundations. Care should be taken whilst laying adjacent services.
- ⊕ Where excavations for footings of the new structures expose obstructions such as cellars or old foundations these must be cut down 1.0 m below proposed founding level. Excavations so formed shall be made good to formation level with granular material compacted in the trench by the Main Contractor. This avoids the possibility of the new foundations resting on local hard points.

8. OBSTRUCTIONS

- ⊕ Occasionally an obstruction may prevent or significantly slow down the penetration of the CMC auger/tube causing a "refusal" which has the potential to cause damage to our equipment.
- ⊕ In these circumstances we will attempt drilling again at a location a short distance away from the intended position introducing additional CMC where necessary to bridge the obstructions.
- ⊕ Large obstructions which cannot be dealt with in accordance with the preceding paragraph will require excavation and removal and subsequent loose backfilling with suitable granular material and re-compaction at no cost to us.
- ⊕ Any refusals and additional CMC required under items above will be charged at the rates given in the attached Bill of Quantities. In addition, any resultant repairs to damaged equipment and/or lost drilling consumables as a result of encountering such obstructions shall be reimbursed to us at cost with the additional of our fee uplift.

9. ADJACENT STRUCTURES AND SERVICES

- ⊕ At the time our CMC work is carried out there will be no existing structure or underground service within 2.0 m of any of our CMC positions. We cannot be held responsible for structures or services lying closer.
- ⊕ The accurate position of all underground services lying within 5.0m of our CMC positions must be clearly marked on site and drawings showing their locations must be given to both our site foreman and this office before commencement.
- ⊕ Whilst we believe there will be no structural damage to adjacent property there is a slight possibility of architectural damage in the form of plaster cracking or the like. We are unable to accept any liability for any such damage.

10. SCHEDULE OF ATTENDANCES AND FACILITIES

For the purpose of this section the following definitions shall apply:

Specialist	-	Ground Improvement Specialist [Menard Ltd]
Client	-	Person / Company directly employing the Specialist
Specialist Works	-	Any operation or installation undertaken by the Specialist
Working Surfaces	-	Any platform, ramp, lay-down, storage area or the like required to be used by the Specialist

The following attendances and facilities shall be provided and maintained by the Client 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.

- 10.1. **Preparation of Treatment Area.** All topsoil, vegetation, rubbish, fly tipping, soft spots together with any surface or known subsurface obstructions to our auger should be removed prior to our commencement. Working platform to be provided in compliance with 10.14. Working platform to extend a minimum 2m beyond the footprint of the building.
- 10.2. **Notices and Approvals.** Giving all notices and obtaining all necessary approvals, licences and sanctions, including but not limited to any method statement and/or design submission approvals (inc. building control, NHBC, Premier Guarantee etc), planning consents, party wall agreements, local authority notifications, wayleaves, easements, possessions, rights of way or access and the like from third parties.
- 10.3. **Rates and Fees.** Payment of any rates or fees which may become payable due to occupation of the Specialist Works.
- 10.4. **Design Information.** No later than three working weeks (or other period as agreed) in advance of the programmed commencement of the Specialist Works on site, provide the Specialist with complete and final construction issue drawings (in dwg format), specification(s), and other relevant information required to undertake the Specialist Works. Any variation to these documents to be notified to the agreed contact in hard copy format. All drawings and subsequent revisions and variations to them shall be issued to the Specialist via email from the Client. Should any Portal Software be advised or intended to be used as a means of information transfer and updates by the Client, then an email notification of any revisions or variations applicable to issued drawings and documentation shall be issued to the Specialist from the Client covering changes to the Specialist Works scope only. The Specialist accepts no liability should documentation be amended or revised without written notification being received from the Client.
- 10.5. **Existing Services & Underground Assets.** Prior diversion or removal of services/assets to facilitate installation of the Specialist Works and, where required by the owner of the service/asset, written evidence confirming no services/assets are present and/or that work may proceed. Exposing on site

or accurate, clear and robust marking of the exact location of remaining overhead or underground services/assets and providing a drawing on which their positions in line and level are accurately plotted relative to the Specialist Works. The location and sealing off of all live or disused pipes, ducts or the like. Subsequent to the foregoing the Specialist's authorised representative is to be issued with a Permit to Dig or similar authorisation on a daily basis or as otherwise agreed.

- 10.6. **Obstructions.** Prior removal of overhead, surface or underground obstructions which may impede the Specialist Works 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 Works and will maintain compliance with Items 10.12, 10.13 and 10.14.
- 10.7. **Shoring/Underpinning.** Shoring and underpinning as necessary, including the removal, replacement or adjustment of timbering or shoring which may impede the Specialist Works.
- 10.8. **Clearance.** The provision of clearance around working positions and protection to adjacent works, structures (including underground structures), third party property and other site boundary constraints, to allow the execution of the Specialist Works.
- 10.9. **Fencing, Hoardings, etc.** Hoardings, fences, noise and splash barriers, footpath canopies, statutory warnings, signage, flagmen or the like as necessary to protect the works, plant, materials, personnel and to provide protection to third party property and members of the general public at or adjacent to the site boundaries. This shall include protection from exhaust, oil, grease etc.
- 10.10. **Traffic and Pedestrians.** Control or diversion of footpaths, road, rail or water borne traffic, including all necessary arrangements and payment of charges in connection with any road closures, lane rental and/or suspension of parking bays, rail possessions and the like.
- 10.11. **Watching.** Provision of site security to safeguard plant, equipment, materials and the Specialist Works.
- 10.12. **Access.** Identification of routes along public highways within a minimum 2.5 mile radius of the site entrance(s) designed to be suitable and safe for the delivery of rigs, plant and materials and which avoid, to the extent practicable, schools and routes without cycle lanes. Full, free, controlled and uninterrupted access onto the site(s) from public highway along surfaces that are designed, installed, maintained and repaired to the same standards as in Item 10.14, including protective mats and all other equipment and measures necessary to ensure the safety of pedestrians and to avoid the risk of damage to third party property, including road surfaces, kerbs, footpaths/pavements, surfaces and services. Such access to facilitate the safe erection, operation and movement on, off and around the site(s), to and between lay-down, working and storage areas and column positions for plant including provision and where necessary relocation of ramps to a gradient not steeper than 1 in 12.
- 10.13. **Hardstanding and Storage Areas.** Provision, subsequent removal and exclusive use of conveniently situated hardstanding and storage areas designed, installed, maintained and repaired as required under Item 10.14 to facilitate the safe operation and erection of plant and equipment,

storage of plant, equipment, materials and any site offices. Where it is not possible for the Specialist to have exclusive use of the Hardstanding and Storage Areas, the Specialist's agreement to any other activities to be carried out concurrently must be obtained before they are commenced.

- 10.14. **Working Platform.** Design, installation, maintenance, regular inspection, repair and subsequent removal and exclusive use of free draining Working Platform, safe for pedestrian access and in accordance with the requirements of the appended FPS Guidance, Regular Inspection Log and Working Platform Certificate, a signed copy of which must be provided to the Specialist prior to the Specialist's commencement. The design(s) shall include for all piling rigs, ancillary plant and equipment and wheeled transport including articulated lorries and the checking of any retaining structures which support the Working Platform. Where it is not possible for the Specialist to have exclusive use of the Working Platform, the Specialist's agreement to any other activities to be carried out concurrently must be obtained before they are commenced.
- 10.15. **Surface Water and Groundwater.** Any pumping or drainage required to keep the site free of flooding, surface water or any water arising from the Specialist Works.
- 10.16. **Offloading and Loading:** Availability free of charge, and for uninterrupted use, of appropriate work equipment or facilities complying with the Construction (Design and Management) Regulations 2015 & Work at Height Regulations 2005 (as amended 2007) to prevent falls from delivery vehicles.
- 10.17. **Health, Safety and Welfare.** Health, safety and welfare facilities as required to comply with the CDM (2015) Regulations and any other statutory regulations or rules, orders or regulations of any authority having powers related to the Specialist Works. Such facilities as a minimum to include the supply of drinking water, washing facilities including hot and cold running water, and secure, lockable male and female changing/drying facilities and toilets.
- 10.18. **Environmental.** Attendances, facilities and licences to comply with environmental legislation and rules/order or regulations of the Environment Agency and other statutory bodies.
- 10.19. **Temporary Lighting.** Background lighting to cover working area, access and welfare compound to allow safe working and safe access and egress and to facilitate execution of the Specialist Works.
- 10.20. **Setting Out.** Provision of clear, accurate and robust setting out and levels, checking and maintenance of individual column positions as necessary throughout the contract. It is required that the centre point of each column position is set out with enough positions set ahead to maintain production levels. Provision of permanent datum points, base lines, structural grid lines as required and as built survey information.
- 10.21. **Attendant Excavator.** The provision of a 360 degree excavator (and appropriately qualified operator) with a certificated minimum 1Tonne lift capacity in full time attendance to each rig for all operational purposes including removal of obstructions, removal of arisings, soft spots, platform repair and other general duties.

- 10.22. **CMC Trimming.** Cutting off/Turning over of the CMC heads to the appropriate level, level control if required, backfilling and re-compaction and removal of any spoil generated. This should be carried out by the attendant excavator noted in 10.21.
- 10.23. **Spoil Removal and Waste Management.** Classification, removal from site and disposal of excavated or displaced material including arisings and excess stone from the Specialist Works in accordance with current legislation, rules/order or regulations of the Environment Agency and other statutory bodies including notification to the Environment Agency where arisings are classified as hazardous waste.
- 10.24. **Wheel and Road Cleaning.** Manned wheel-cleaning facilities and/or road-cleaning, as necessary.
- 10.25. **Protection.** Protection of the works where taken over by other trades or contractors or where the Specialist has left site, whichever occurs first.
- 10.26. **Contaminated Ground.** Where the site investigation report indicates the presence of asbestos or contaminants, Menard will require written confirmation from the customer that all asbestos or contaminants have been removed from the ground by a competent specialist company prior to the arrival of equipment on site. If the receipt of this confirmation is not timely, and has the potential to delay the start date, Menard shall be entitled to treat the failure to provide timely confirmation as either a variation, or as a breach of the contract whereupon Menard shall be entitled to terminate the contract with immediate effect.
- In the event where asbestos or contaminated ground is discovered during the works on site, Menard may leave site with all associated costs borne by the customer. Menard shall be entitled to terminate the contract, treat the discovery and all consequences as a variation and return to site with all necessary control measures put in place after written confirmation that all asbestos or contaminants have been removed.
- The customer shall indemnify Menard in full in relation to the discovery of asbestos or contamination, and all consequences associated with this.
- 10.27. **Concrete Washout.** A location where concrete lorries can washout surplus materiel which is to be disposed of appropriately by the client
- 10.28. **Water.** An adequate supply of water for washing out via hoses or bowzers accessible from the working platform.
- 10.29. **Site Fuels.** Secure storage facilities for fuels, or for the provision of fuels, at a location convenient to the works

11. BILL OF QUANTITIES

No	Item	Qty.	Unit	Rate	Amount £
1	Site installation, mobilisation, demobilisation and set up of our CMC equipment	1	No	£13,750.00	£13,750.00
2	Design and execution documents	1	Item	£2,500.00	£2,500.00
3	Execution of Controlled Modulus Columns – CMC beneath:				
a	The strip footings of the structure <i>SLS bearing capacity of 200 kPa</i>	1	Item	£32,050.00	£32,050.00
4	Testing				
a	Undertake plate loading test as described	3	No	£500.00	£1,500.00
b	Undertake dummy footing test as described	1	No	£825.00	£825.00
c	Slump and cube tests	1	Item	£775.00	£775.00
d	Cone Penetration Tests (1 day of CPT)	1	Day	£5,000.00	£5,000.00
5	Hand over package, as built documents	1	Item	£500.00	£500.00
6	A rate per plant unit hour (or part of) to cover any standing time when our operations are delayed through causes outside of our control whether lost before, during or after our subcontract period. The minimum basic rate is applicable up to 20 hours. For hours in aggregate in excess of 20 hours an uplift of 50% to this basic rate shall apply and be recoverable.	Each	No	£400.00	Rate Only
7	Drawing revisions made due to design changes by the main contractor, engineer or architect	Each	Rev	£500.00	Rate Only
8	Additional CMCs due to obstruction or additional works	Each	Im	£47.17	Rate Only
	TERMS				
a	All rates are based on a single visit to site and on achieving unimpeded continuity of work.				
b	Price is lump sum and not subject to remeasure.				
c	Price is based on working platform levels detailed in section 4.3 of our tender, with 100% of the platforms available from start.				
d	Minimum contract value of £20,000.00 shall apply per visit. Any change to the scope of works or the anticipated number of visits will be subject to a full reprice.				
	VAT No. 413 9272 59			Total £	£56,900.00

12. VALIDITY AND STATUS OF OUR OFFER

This offer is on a fixed price basis subject to commencement of work within 45 days from the date of this tender. Should works be delayed and/or require multiple visits, any additional material and labour costs incurred shall be recoverable and reimbursed to ourselves accordingly.

13. COMMENCEMENT NOTICE AND PROGRAMME

- 13.1. We will be in a position to commence work on site within 15 working days/3 weeks (unless advised otherwise) from receipt of an acceptable order or letter of intent and final working fully dimensioned foundation drawings with loads in DWG format. This will be subject to the availability of the required resources and all notices and approvals being in place.
- 13.2. If, following your instruction to proceed, the works are subsequently cancelled or postponed without sufficient notice such that we are unable to re-allocate our rig/s and resources to other work, we shall be entitled to recover such reasonable sums to cover our loss of opportunity/earnings.
- 13.3. We expect to complete the works within 1 week of our commencement using 1no. CMC rig. We will require a subcontract period of 2 weeks. Our offer is based on an unimpeded / uninterrupted continuity of works in a logical sequence, with 100% of the areas available (i.e. working platforms ready) from our start on site.
- 13.4. We have allowed for the completion of our works in one visit to site. Should the works become discontinuous and further visits to site become necessary we shall require reimbursement of the additional establishment and disruption costs based on the rates contained in this tender.
- 13.5. If we do not agree contract terms or the conditions of an acceptable letter of intent three working weeks before the planned commencement date the only terms and conditions we are prepared to enter into will be an unconditional acceptance of this tender.

14. INDEMNITIES

- 14.1. Where works are close in proximity to existing property, we shall not be liable for any damage or nuisance which occurs as an inevitable result of our execution of the required works and/or compliance with instructions.
- 14.2. We cannot accept responsibility for damage and consequential loss due to instability of the site, settlement or movement due to underpinning, mine workings, use of explosives, springs, artesian water or to the presence of soluble or deleterious matter and loss of support due to unspecified subsequent workings, underpinning, pipe laying or other causes outside our control or knowledge. We cannot accept liability or responsibility for the creation of pathways for pollutants entering the ground
- 14.3. Where excavations for footings of the new structures expose obstructions such as cellars or old foundations these must be cut down a minimum of 2.0 m below proposed founding level. Excavations so formed shall be made good to formation level with granular material compacted in the trench by the Client. This avoids the possibility of the new foundations resting on local hard points.
- 14.4. We note the Insurance levels and requirements as contained within the enquiry documents. The levels of cover that we can provide in relation to this project will need to be discussed and agreed prior to contractual commitment.

15. COMMERCIAL CONDITIONS OF TENDER

- 15.1. This offer is made on the condition that we enter into a contract with you (referred to hereafter as the "Client") under a JCT Standard Building Sub-Contract (DBSub/C and DBSub/A) with Sub-Contractor's design Conditions 2011 (save for clause 2.5 which shall not apply) including any published amendments thereto issued by the JCT up to the date of this offer. This offer shall be a numbered document in the Sub-Contract (hereafter referred to as the "contract") except for paragraphs 2, 4 and 11 below which shall be Articles of the DBSub/A and take precedence over the terms included in the contract conditions should they be in, or capable of, conflict.
- 15.2. Unless agreed to the contrary, payment is to be received by ourselves within 14 days of the date of each of our monthly applications and no money shall be deducted by way of retention. In consideration of late or overdue payments, we shall be reimbursed by the Client at a rate equivalent to 8% per annum above the base lending rate set, at the time, by the Bank of England compounded on a daily basis.
- 15.3. Notwithstanding any other conditions which may appear in the contract in respect of any alleged breach of contract or otherwise, no deduction or "set off" shall be made from sums due to us without prior notification and submission to us of proven costs. Payment for work carried out under the contract shall not be withheld or reduced as a result of disputes between the Client and any other company which is subsidiary of Menard Ltd's ultimate parent company.
- 15.4. Notwithstanding any provision of the contract:
- a) our total aggregate liability in contract, tort, for breach of statutory duty or otherwise under and in connection with the contract including for delay under paragraph 15.4b shall not exceed £50,000.00 or 10% of the tender sum whichever is the lesser and we shall not be liable for any loss of actual or anticipated profit or any indirect, special or consequential losses; and
 - b) our total aggregate liability for delay under or in connection with the contract shall not exceed the total aggregate amount of £1,000.00 per week of delay or 1% of our tender sum whichever is the lower provided we are not be liable for the first two weeks of delay.
- 15.5. The wording of any form of Warranty or Bond (if required) in respect of the works must be agreed by us prior to contractual commitment. Any bond wording will need to be based on standard on-default ABI wording with a defined long stop expiry date and can be provided based on job value for a premium charge (to be advised). Under no circumstances shall the Client withhold monies from payments due to us. Unless expressly stated elsewhere in this offer the cost of providing a bond is not included in the tender sum.
- 15.6. No liability will be accepted for delay or for the cost of remedial works to ground treatment displaced from its position by obstructions.
- 15.7. If any defect is found in the ground treatment, liability will only be accepted for delay and/or the cost of remedial works if we have received timely written notification of the defect (and in any case within 5 days of the Client discovering it) and have been provided the opportunity to rectify the defect ourselves.
- 15.8. Unless we have acted negligently no liability will be accepted for any loss or damage to underground walls, structures or services or for loss or damage to adjacent property structures or utilities and we shall be indemnified in full by the Client for such loss and damage and any costs we incur as a consequence. In such circumstances we shall be entitled to have our completion date extended accordingly.

- 15.9. Noise, vibration and nuisance will be kept to a reasonable level compatible with normal plant usage to complete the works specified. If our work programme or methods are to be subjected to further controls from any source whatsoever, we require to be instructed in writing as to the alternative action which we are to take. All additional costs resulting from complying with such instructions will be reimbursed to us and the period for completion extended as necessary.
- 15.10. Should the actual ground conditions encountered be different (by interpolation) to the information referred to in this offer we shall notify the Client as soon as reasonably practical. We shall require to be instructed by the Client on any steps to be taken and shall be entitled to (1) reimbursement of the additional costs incurred as a result of any changes in the ground conditions and (2) an appropriate extension of time for completion of works.
- 15.11. 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 expense in respect thereof shall be reimbursed to us and an appropriate extension of time granted for completion of the works.
- 15.12. Our stated period for completion excludes the following; - Approval periods, notice to commence, delays due to circumstances beyond our control, public and/or industry holidays, testing, variations (including idle and/or standing time) and provisional items.
- 15.13. Unless provided for elsewhere in this tender, this tender is based on the uninterrupted execution of our works on site in one continuous operation and in a logical sequence based on the working hours set out within this tender. If our resources stand or are disrupted for reasons beyond our control (whether lost before, on or after our contract completion date) we shall be entitled to be paid for our resources based on the minimum basic standing time rate included in within our Bill of Quantities. The minimum basic rate is applicable up to 20 hours. For hours in aggregate in excess of 20 hours an uplift of 50% to this basic rate shall apply and be recoverable. Should the working hours on site be different to those referred to within this tender, we reserve our rate to re-calculate the above standing time rate within our Bill of Quantities to reflect this change.
- 15.14. All plant which is the property of this company shall remain in our ownership but for the purposes of any contract shall be deemed to be hired plant and as such shall not be taken and sold by the Client in an attempt to recover a debt, alleged or otherwise.
- 15.15. Our offer is subject to us undertaking a satisfactory site visit prior to the works. Menard reserve the right to amend or withdraw the offer following the site visit.
- 15.16. Letters of Intent will only be accepted if they include an instruction to proceed and an appropriate financial commitment. The specific terms of any letter of intent will need to be agreed with us in advance of it being formally issued. Resources will not be reserved until an acceptable letter of intent or contract has been issued or entered into.
- 15.17. If we are required under the contract to design work then we shall have in respect of any defect or insufficiency in the design the same liability as a contractor whose duty is to exercise reasonable skill and care in the preparation of its design. If our design is adopted by the Client or any other party involved in the works e.g. the consultant engineer, we shall have no liability for the design so adopted and we shall not be liable for any related subrogation claims.
- 15.18. The prices in this tender allow for work proceeding during our normal working hours without disruption in an agreed logical sequence commensurate with the particular nature of the works. Our normal working hours are between 0800 - 18.00hrs (Monday – Friday) and 0800 – 1400hrs (Saturday – Menard Ltd option).

15.19.CDM Regulations - If a Pre-tender Health and Safety Plan is not received with your enquiry documents we reserve the right to amend our offer after having received this information.

Our tender is submitted on the basis that you will be the Principal Contractor (PC) under the CDM regulations to plan, manage, monitor and coordinate the works. You will have been appointed by the client, who will also appoint a Principal Designer (PD).

15.20.We will require that any delay and/or additional costs associated with the Coronavirus, or any pandemics or epidemics, are deemed to be the risk of yourselves and others and we require compensation accordingly covering both time and additional costs should our works cease or become disrupted due to the above matters.

15.21.Cancellation – If the works are cancelled or postponed through no fault of Menard the following rates will apply:

- 15 to 21 days prior to mobilisation £Mobilisation / Demobilisation cost
- 8 to 14 days prior to mobilisation £10% value
- 4 to 7 days prior to mobilisation £25% value
- 1 to 3 days prior to mobilisation £50% value
- On the day of intended mobilisation £75% value

15.22.Contaminated Ground: Where the site investigation report indicates the presence of asbestos or contaminants, Menard will require written confirmation from the customer that all asbestos or contaminants have been removed from the ground by a competent specialist company prior to the arrival of equipment on site. If the receipt of this confirmation is not timely, and has the potential to delay the start date, Menard shall be entitled to treat the failure to provide timely confirmation as either a variation, or as a breach of the contract whereupon Menard shall be entitled to terminate the contract with immediate effect. In the event where asbestos or contaminated ground is discovered during the works on site, Menard may leave site with all associated costs borne by the customer. Menard shall be entitled to terminate the contract, treat the discovery and all consequences as a variation and return to site with all necessary control measures put in place after written confirmation that all asbestos or contaminants have been removed. The customer shall indemnify Menard in full in relation to the discovery of asbestos or contamination, and all consequences associated with this.

15.23.Our ongoing commitment is to ensure a respectful and safe working environment for our staff and we have a duty to take reasonable steps to prevent harassment of sexual nature, including by third-parties. We operate an Equality Policy and require that you, our Client, adhere to this Policy and ensure that all individuals employed or engaged by you and who interact with our staff, do so with dignity, respect and free from sexual and any other form of harassment or discrimination, which we shall reciprocate.