

Connect it

Utility
Services

Utility Connections

www.cius.co.uk

Quinn Estates Ltd

Project: Capel Street,
Capel-le-Ferne,
Folkestone,
CT18 7HF

MU4144.1
Utility Tender

Lewis Crawford
Estimator
Date 29.01.2024
Expiry 15.03.2024

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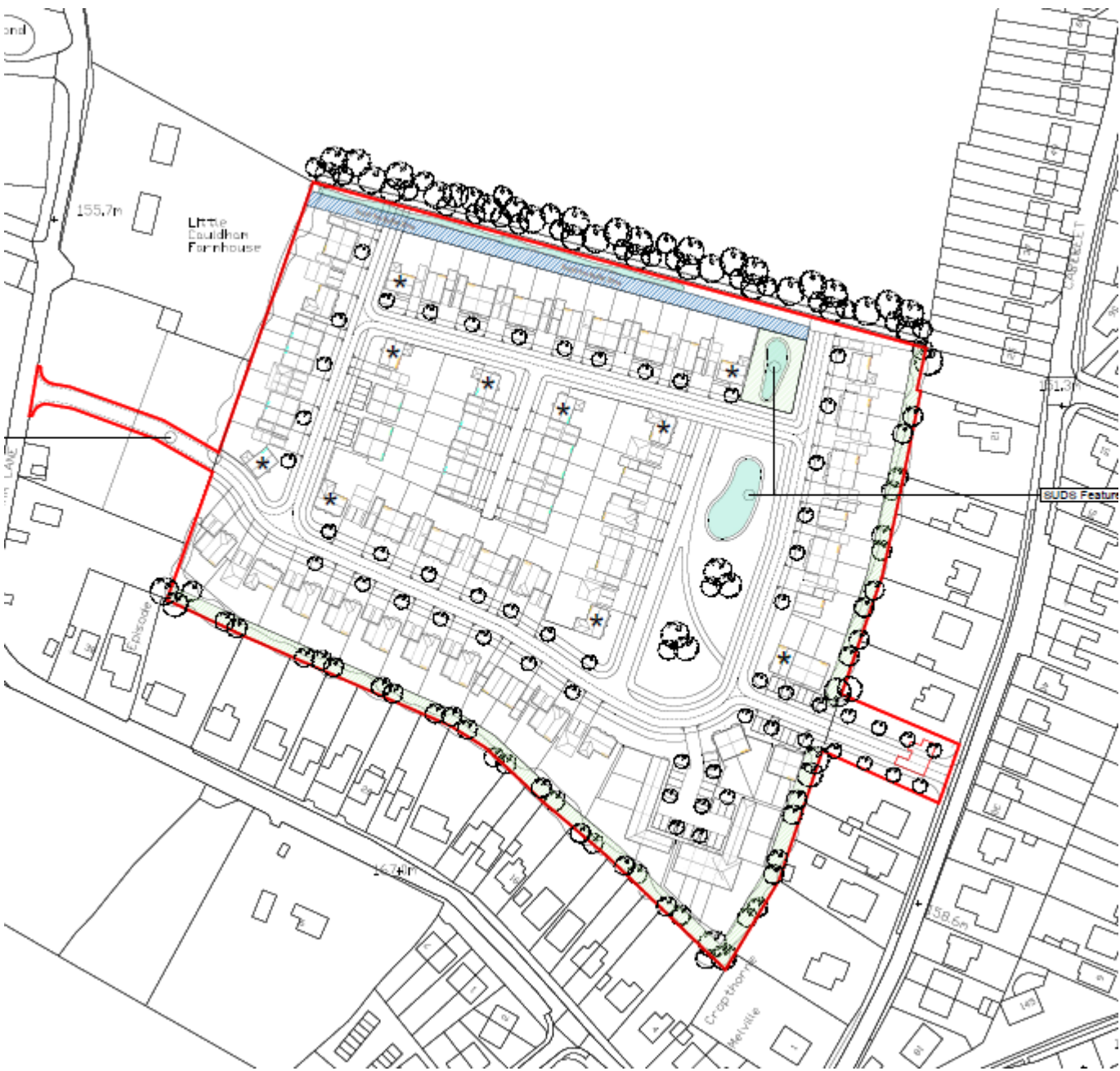


Scheme Summary

Connect It (US) have been approached to quote for the installation of the following utility infrastructure(s) for this development. Our commitment to you includes the following;

- Dedicated internal multi utility and civils construction teams.
- Comprehensive multi utility solution to ensure your CML's are achieved.
- Full multi utility design construction drawings including combined service drawings, duct drawings and trench profile drawings upon acceptance.
- Dedicated project manager to oversee your project from concept to completion.
- Dedicated inhouse trained multi utility construction teams.

Project Overview



Plot Type Schedule

This offer is based on the heating strategy set out below to 88 no. plots. The shown accommodation schedule has been provided by Quinn Estates Ltd site layout ref. 23395A_SK107D_Site_Layout_Plan. For the purposes of estimating and design, using the scope supplied, CIUS has applied generic peak loads, industry standard annual loads and assumes a build period of 2 years.

Gas

| Residential units | Number | Per Plot kVA |
|--------------------|----------|--------------|
| 1 Bed, 1BF | 0 | 1.2 |
| 2BF, 2BT | 0 | 1.2 |
| 2BS, 2BD, 3BT, 3BF | 0 | 1.2 |
| 2BB, 3BS | 0 | 1.5 |
| 3BD, 3BB | 0 | 1.5 |
| 4BD, 4BT, 4BS | 0 | 1.8 |
| 5BD, 5BS, 6BD | 0 | 2.2 |
| Total: | 0 | 0 |

ASHP

| Residential units | Number | Per Plot kVA |
|--------------------|-----------|--------------|
| 1 Bed, 1BF | 0 | 2.2 |
| 2BF, 2BT | 0 | 2.2 |
| 2BS, 2BD, 3BT, 3BF | 39 | 2.2 |
| 2BB, 3BS | 7 | 2.9 |
| 3BD, 3BB | 26 | 2.9 |
| 4BD, 4BT, 4BS | 16 | 3.7 |
| 5BD, 5BS, 6BD | 0 | 4.0 |
| Total: | 88 | 241 |

Commercial

| Unit Type | Number | Per Plot kVA |
|-------------------|----------|--------------|
| Care Home | 0 | 0 |
| Pumping Station | 0 | 0 |
| Landlord | 0 | 0 |
| Landlord | 0 | 0 |
| Landlord | 0 | 0 |
| EVC Feeder Pillar | 0 | 0 |
| EVC Feeder Pillar | 0 | 0 |
| Total: | 0 | 0 |

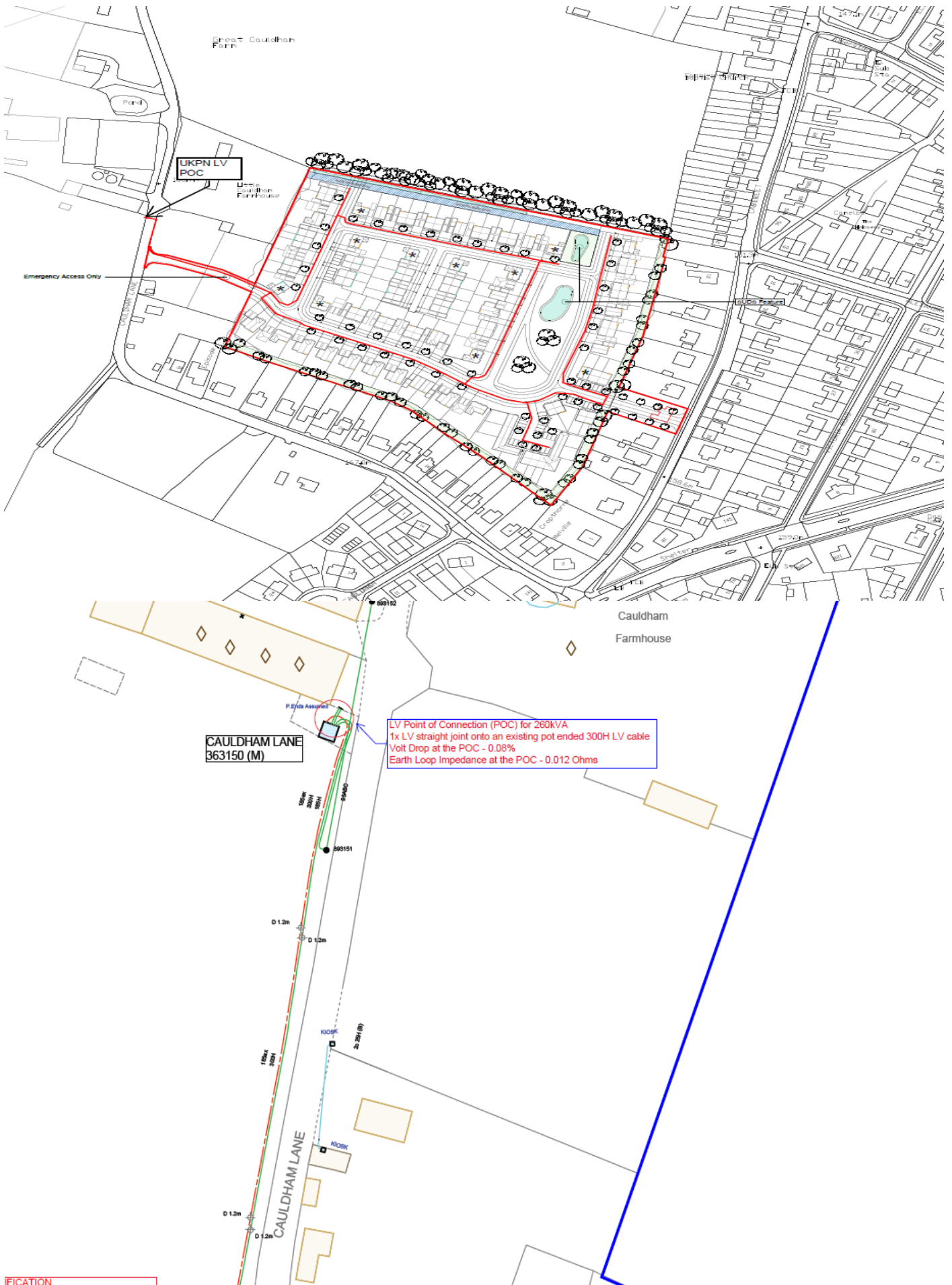
The scope and schedule shown has a direct impact on the offer. If the plot type or quantity breakdown changes post acceptance, CIUS reserve the right to update the offer set out based on the impacts of the changes made.

Decreases to the estimated load requirements may impact the offer. These changes could be realised in design and or in construction. Any change which impacts the ability to offset the offer made within this document will require an adjustment to the Lump Sum.

Please note, ASHP residential loads are based on assumptions based on the information provided up until the date stated within this offer.

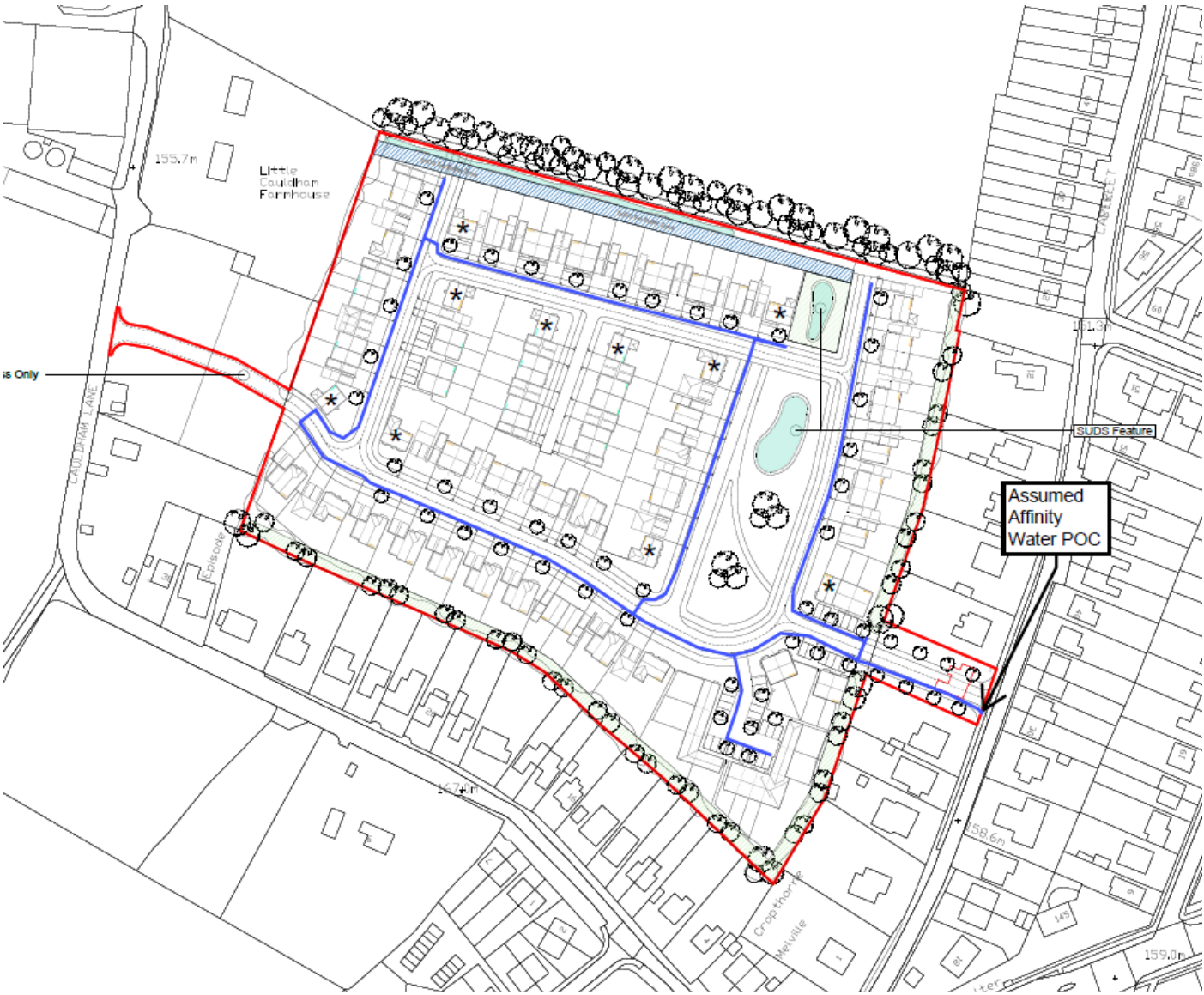
Electricity (88 Dwellings)

| Electricity Scope | Responsibility |
|--|----------------|
| Electricity Non-contestable charge - Low voltage connection onto existing network to feed new site as per below design | CIUS |
| Offsite excavation/reinstatement to the site boundary approx. 40m including standard Normal Working Hours standard Chapter 8 Traffic Management, any additional specific Local Authority Requirements to be confirmed on issue of permit | CIUS |
| Onsite excavation/reinstatement | Client |
| Supply/install low voltage mains, 100A services, communal rising systems | CIUS |
| Flats to terminate communally within riser cupboards & Houses to terminate ground floor externally | CIUS |
| Low voltage mains suitably sized to facilitate 7kW EVC charger per dwelling | CIUS |
| Provision of MPAN's | CIUS |
| Supply/install of domestic electric meters | Client |
| Supply/install of hockey sticks, meter boxes, metal flat back plates | Client |
| Supply/install of internal containment, racking, ducting, and external ducting | Client |
| Testing/energisation | CIUS |
| Installation of Electric Main - 6 No. of visits included based on estimated build programme | CIUS |



NAV Potable & Sewerage Water (88 Dwellings)

| Water Scope | Responsibility |
|--|----------------|
| All offsite infrastructure and excavations works relating to the incumbent bulk supply and non-contestable charges are excluded. The point of connection and works to the boundary will be applied for via the incumbent post Contract award | Excluded |
| Offsite excavation/reinstatement to the site boundary including standard Normal Working Hours standard Chapter 8 Traffic Management, any additional specific Local Authority Requirements to be confirmed on issue of permit | Excluded |
| Onsite excavation/reinstatement | Client |
| Supply/install of HPPE mains, 25mm HPPE plot connections terminating externally within grade B boundary boxes (HPPE has been assumed) | CIUS |
| Supply/install of domestic water meters | CIUS |
| Chlorination of Water main - 6 No. of visits included based on estimated build programme | CIUS |
| S104 Sewerage adoption (Developer to enter into adoption agreement with NAV) | Client |
| Infrastructure charges (CIUS will pass through the associated charges and credits from Affinity/Southern Water. Infrastructure charges/credits are applicable of the date/year of connection and therefore subject to change) | CIUS |



NAV Potable Water Adoption

Our quotation is based on CIUS installing potable water with adoption undertaken via a NAV agreement.

This offer is conditional upon a NAV being granted by OFWAT and acceptance of a formal offer from the Host Water Company to (1) Connect the new Network to the Host Water Companies network (2) convey water from the Host Water Companies network & (3) Perform any tasks ancillary to those contemplated in (1) or (2) above.

It is to be noted that the timeframe for the provision of the agreement is **85 working days** which is set out by OFWAT in the current NAV guidance. This timeframe commences upon receipt of confirmation of connection point from the incumbent operator and the timely receipt of information from the developer.

This quotation does not include for the construction or adoption of any booster pumps or bulk meter chambers. Should these be required, this quotation assumes that these will be adopted by the incumbent water company.

It is the responsibility of the developer to ensure that adequate space is allocated to accommodate any necessary equipment for the installation of the NAV network. This includes (but is not exclusively) a below ground bulk meter which will need a 5m x 3m area, located adjacent to but separate from the proposed mains route.

We have not contacted the Water incumbent as an application fee is required. We are therefore unable to confirm whether reinforcement is required or confirm the exact connection point. Our quotation is based on an assumed connection point detailed in our water responsibilities. If a design fee is paid, we can confirm the connection points and the off-site costs.

Should on receipt of a formal water application the connection at these points is not possible then any additional costs will be passed on to the developer.

NAV Waste Water Adoption

CIUS will facilitate the agreement for waste water adoption between the adopting NAV and the Developer. An asset value of **£30,000.00** has been deducted from our water infrastructure of which CIUS will claim directly from the NAV (based on the site NOT having a pumping station) if you do not require waste water adoption, please be aware this will have a negative impact on our price as CIUS deduct the asset value directly from our construction costs.

The Asset Value includes adoption of any form of surface water storage, attenuation or soakaway systems including features such as detention basins, swales, rills, ponds, lagoons, wetlands, infiltration basins, below ground crates or concrete tanks.

Please provide further details and site-specific requirements if these are to be considered for NAV adoption. Should the adoption of these items be agreed the Asset Value will be reduced to reflect the additional maintenance liability for the adopting party after an assessment of the current drainage strategy.

The Developer shall design and install all wastewater infrastructure. The Developer shall be responsible for all on-site and off-site excavation and reinstatement.

The NAV terms exclude adoption of the pumping stations. The Developer shall design, supply, and install all pumping station equipment and complete all civils works associated with the pumping station to the adopting incumbent's specifications.

The NAV asset value is based on a budget point of discharge costs to the downstream network facilitated by the incumbent network operator.

Development of the site should take place with separate systems for sewage and surface water drainage. The separate sewer system should extend to the public sewer. A discharge application will be made by the NAV to the incumbent authority for the discharge of sewage. This application will be for 'domestic wastewater only, the NAV must be consulted in respect of any proposed trade effluent discharge to the public sewer. Land and highway drainage have no right of connection to the public sewer network. Land drainage will not be allowed into a public sewer. Highway drainage, however, may be accepted under certain circumstances; for instance, if SDS are not a viable option and there is no highway drain available and if capacity is available within the public sewer network. In this event, you will be required to enter into a formal agreement with the NAV under Section 115 Water Industry Act 1991 to discharge non-domestic flows into the public sewer network. The NAV will reserve the right to request the Developer provides a surety (e.g., an independent bank or financial institution such as NHBC) not exceeding 10% of the estimated construction value of the works (minimum value of the indemnity being £5,000 or the value of the works if less than £5,000).

All wastewater design approvals and network inspections as deemed necessary by the NAV (both those undertaken during construction works and for final adoption of the network) are included within this offer, this is for design submissions and construction of the works that are of a conventional nature and are in accordance with the recommendations set out in Sewerage Sector Guidance. In the event that submissions or construction of the works falls below these standards the NAV reserve the right to recover any additional costs incurred as a result of such occurrence.

Ultra-Fast Fibre Optic Network

We confirm this site can be serviced with fibre to the premise (FTTP) from Openreach/Hyperoptic/Virgin using ducts and chambers.

Openreach will install an ONT and Hyperoptic will pre-install a router in every plot to enable a working broadband connection for the customer from the moment they move in. Residents will enjoy a choice of over 15 internet service providers including Hyperoptic, BT and Sky (including all other providers on Openreach FTTP network.)

Offsite

Openreach/Hyperoptic/Virgin will undertake all offsite works and deliver a fibre connection from the local exchange to the nearest chamber to the site boundary.

Onsite

Hyperoptic/Virgin will require an external cabinet be mounted in a discrete location on site acting as their central distribution point to provide service to all plots.

From the external cabinet Hyperoptic/Virgin will install a fibre to each premise terminating at a sensible location inside each plot where the customer premise equipment will be mounted. Openreach will install their network in a similar fashion terminating in a sensible location.

Materials will be free issued and the developer is responsible for installing all ducting, chambers and civils including a 1500mm x 800mm concrete plinth to mount the external cabinet and all internal plot wiring.

CIUS will provide a single phase, metred electrical connection terminated inside the external cabinet to power Hyperoptic/Virgin distribution equipment.

This proposal includes for a one-off temporary broadband connection to your site compound and sales office.

For your customers to gain the most from the fibre network installation you should ensure you follow the developer installation guidelines and all works required - <https://www.openreach.com/fibre-broadband/fibre-for-developers/guides-and-handbooks>

Rebate

This offer above is inclusive of an anticipated combined fibre rebate of **-£34,320.00** which the developer will claim directly from Openreach/Hyperoptic/Virgin (£390.00 per house, £290.00 per flat)

The Developer will be required to enter into an agreement and comply with Openreach/Hyperoptic/Virgin terms in addition to, and separately from, Connect It Utility Services standard Terms and Conditions.

Responsibilities Checklist

| Checklist | Responsibility |
|---|----------------|
| Welfare facilities consisting of toilets, water, mess rooms, drying rooms. | Client |
| Provision of temporary and hard standing roads required to enable suitable working platform. | Client |
| Provision of sufficient space for office and storage accommodation. | Client |
| Site security inclusive of materials, plant and machinery. | Client |
| Hoisting, distribution and placing into position items of equipment. | Client |
| Provision of skips and removal of rubbish from site. | Client |
| Clearing of rubbish to an agreed location whilst Connect It onsite. | CIUS |
| Protection of fixed and installed materials. | Client |
| Setting out - i.e. Datum's, levels, grid references. | Client |
| Preparation of onsite trenches (including joint holes) conforming to NJUG specifications unless otherwise stated. | Client |
| All on site digging, trenching, backfilling and reinstatement to be carried out on an agreed schedule. All materials to be supplied. | Client |
| All on site mains and services to be installed on an accepted Booking Request. | CIUS |
| Provision and installation of suitable fine fill material to bed and surround to cover. | Client |
| CDM | Client |
| Supply and installation of any required road crossing and service ducts. | Client |
| Ensure that kerb races are in place prior to installation of new infrastructures. | Client |
| Coring of walls for services. | Client |
| Movement of materials including cable drums, pipe, sand etc. | Client |
| Provision of plots to postal addresses. | Client |
| Provision of Meter Boxes. | Client |
| Ensure vehicular accessibility and a safe working zone around trench preparations. | Client |
| Supply of marker tapes (Installed by others) | CIUS |
| Supply of marker boards | Client |
| All land rights, consents and permissions to allow completion of the Works and meet the legal requirements of the adopting network | Client |
| Any unknown associated third-party requirements/stipulations required when constructing the vicinity of critical national infrastructure highways, railways, and water ways. This includes, but is not limited to, motorway networks, bridges, level crossings, | Client |
| Access and egress, any applicable shuttering and dewatering of all onsite excavations | Client |
| At the time of this estimate, no works have been undertaken to establish the rights to lay and connect the offsite pipes and cables. The offsite routes have been assumed to be legally accessible. | CIUS |
| Following the successful appointment, CIUS will carry out highway searches to validate the route. Should the route not be viable, CIUS will engage with you to find the most cost and time effective strategy. | CIUS |

Customer Acceptance (Capel Street)

| CIUS Ltd's Costs - Including Asset Value(s) | |
|---|-------------------|
| Electricity Construction: | £58,033.50 |
| Water Construction: | £33,156.21 |
| Fibre Rebate: | -£34,320.00 |
| Subtotal exc VAT: | £56,869.71 |

| Third Party Costs | |
|--------------------------------------|--------------|
| Electricity Non-contestable charges: | £1,311.00 |
| Offsite Water infrastructure Works: | Excluded |
| Subtotal exc VAT: | £0.00 |

| | |
|--------|--------------------------|
| Total: | <u>£58,180.71</u> |
|--------|--------------------------|

Client Payment Schedule

| Trigger | Total Payment |
|--|---------------|
| Acceptance Payment | £15,000.03 |
| Commencement of Off-site or On-site Mains Laying Works | £15,000.00 |

| | Month | Instalments | Total |
|---------------------|-------|-------------|------------|
| Monthly Instalments | 12 | £5,208.39 | £62,500.68 |

| |
|---|
| Total |
| <u>£92,500.71</u> |
| (Client to claim fibre rebate directly from providers) |

NAV Waste Asset Value of **£30,000.00** has been deducted from our water infrastructure.

I accept the offer for the design and installation of the infrastructure(s) in line with the offer listed within this document including the attendance requirements and the terms and conditions listed within this document.

Date _____

Name _____

Position _____

Signature _____

PLEASE RETURN THIS SIGNED PAGE TO THE ESTIMATOR DIRECT AND TO: **COMMERCIAL@CIUS.CO.UK**



CONNECT IT UTILITY SERVICES LIMITED
STANDARD TERMS AND CONDITIONS – PROVISION OF WORKS AND SERVICES

The accompanying Quotation provided to the Purchaser is given strictly on these "Standard Terms and Conditions – Provision of Works and Services" ("Conditions"). No purported exclusion or variation of these Conditions (whether by way of presentation by the Purchaser of its own terms and conditions or otherwise) shall exclude or form part of the contract between CIUS and the Purchaser without the express agreement of CIUS in writing (and acceptance by conduct of any exclusion or variation of these Conditions is hereby expressly excluded).

1. Definitions

In these Standard Conditions and Conditions:

"Building Network Operator" is the third-party taking ownership and operation of the distribution network between the intake and the meter point.

"Construction Act" means the Housing Grants, Construction and Regeneration Act 1996 as amended and the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended thereunder.

"Contract Base Rate" means the Lump Sum Value of the scheme at the date given on this document.

"CIUS" means Connect It Utility Services Limited.

"Completion" means the Works have been fully Constructed, approved and signed off as suitable for use in providing the output of the utility Constructed.

"Contract" means the contract formed between CIUS and the Purchaser on the terms of the Quotation and these Conditions and deemed to be made on the date of receipt by CIUS of the Instruction.

"Equipment" means all materials, plant, equipment, machinery, accessories, ancillary supplies, fuels, tools, and goods supplied or used by CIUS in connection with the provision of the Works.

"Instruction" means the return by the Purchaser to CIUS of the Quotation which has been signed or otherwise indicated as accepted by the Purchaser (whether alone or as part of the Purchaser's PO or other instruction), which return shall be deemed to be the Purchaser's Notification for CIUS to proceed with the Works as per the Quotation and these Conditions.

"Land Rights" means legal rights granted to Statutory Undertakers for access to their asset, including by way of wayleave, easement, lease or land transfer.

"Lump Sum Price" means the amount falling due on completion of the Works (snagging items aside) as per the Programme and payment schedule submitted within the Quotation.

"Notice of Change" is the formal instruction given by the purchaser to amend the Scope of Works.

"Notification" means written communication in the form of an e-mail sent by one party to the other party at the other party's email address stated in the Quotation or in the Instruction, as the case may be, and "Notified" has the equivalent meaning.

"PO" means the Purchaser's Instruction given by way of purchase order.

"Programme" means the programme for the delivery of the Works as set out in the Quotation or as otherwise amended pursuant to this Contract and/or agreed between the parties as being part of the Contract, and "Programmed" has the equivalent meaning.

"Project" means the relevant scope of the Works to which these Conditions apply.

"Provisional Sum" means an item included for reference of which the cost is yet to be defined.

"Purchaser" means the immediate purchaser of the Works.

"Quotation" means the offer by CIUS to complete the Works at the Site for the Lump Sum Price on the terms of these Conditions.

"Scope of Works" means the information given by the Purchaser to enable the design and Construction of the Works.

"Site" means the Purchaser's site or sites at which the Works will be carried out, as stated in the Quotation.

"Standard Working Hours" means 07:30 to 17:00 Monday to Friday, excluding bank holidays or any day during which CIUS premises are closed for business (and all necessary travelling time to and from Site shall be considered to be "working" for the purposes of these Conditions).

"Statutory Undertaker" means a licence holder who adopts, owns and operates electricity, telecommunications, water, or gas supply networks.

"Variation" means a change to the Lump Sum Price, the Programme or any other term of this Contract.

"Works" means the works and services to be provided by CIUS under this Contract as specified in the information issued by the Purchaser to CIUS at the time of the issue of the Quotation, whether or not included in the Quotation.

2. Validity and acceptance of Quotations

- (a) Unless otherwise stated all Quotations are valid for a period of 60 days from the date of issue. Any Instruction received by CIUS beyond such 60-day validity period shall not be capable of forming a Contract (subject to any agreement of the parties to the contrary, in respect of which CIUS reserves the right to revise and re-submit an amended Quotation).
- (b) Acceptance of the Quotation is on receipt by CIUS of a valid Notification of an Instruction to proceed with the Works.
- (c) This Quotation offer is based on all connections being made in accordance with the accommodation schedule included on Page 2. If the connections are transferred to a third party, for any reason, including the sale of parcels to be built by third parties, the Purchaser shall maintain and be bound by the terms of this offer. If the Contract cannot be delivered for any reason, CIUS shall seek to recover costs and loss of revenue for the Client. CIUS may, in its discretion, accept the transfer of the Contract to a Third Party, and change in agreement may be subject to additional fees.

3. Design

- (a) The Quotation is based on the design drawing produced by CIUS using the information made available by the Purchaser at design stage. The Lump Sum Price allows for minor design drawing revisions by CIUS as the drawings are developed for Construction. These changes are defined as 'Alterations to service cables and pipes only'.
- (b) Any design changes and subsequent drawing revisions will be constituted as a change to the Contract via issue of a Notice of change and or Variation. The increase to the Lump Sum Price will cover the professional services required to complete any such changes together with any additional third-party costs such as conveyancing fees, reapproval fees and additional Point of Connection fees. These changes are defined as 'Any change to site layout or mains cables and pipes'. The value of each revision will depend on the size and nature of the Project and the change being made. CIUS will await instruction before carrying out any major amendment to the design post Contract award.
- (c) There are influences that arise from the detailed design phase that cannot be captured or quoted at the estimate and remain excluded from the Works. Examples of these items; not limited to, Fire Hydrant requirements, additional earthing, third party legal costs etc...
- (d) Where sufficient earthing data is not available, or where triggers such as the presence of metallic gas mains are present in or around the working areas, CIUS have a mandatory construction obligation to carry out a complex earthing Study. The study is to establish the safe earthing requirements of the utility infrastructure installation. Where this mechanism is triggered the increased Scope of Works and associated costs of the survey will be applied to the Lump Sum Value via issue of a Variation.
- (e) Unless quoted, it is assumed that the scheme does not benefit from any generation (i.e. Photovoltaic etc.) or disturbing loads. CIUS reserve the right to charge additional fees for an increase in the Works as a result of the installation of such systems. It should be noted that PV export cannot be guaranteed due to network restrictions and export limiting devices may be required.

4. Performance of the Works

- (a) CIUS shall carry out the Works in accordance with this Contract, as may be amended from time to time in accordance with its terms. Subject to this Contract, such Works shall be carried out with due skill, care and diligence.
- (b) CIUS shall be entitled to an extension of time of the Programme to the extent that CIUS' performance of the Works has been delayed by circumstances outside of CIUS' control that CIUS' could not reasonably have been expected to anticipate or reasonably (having regard to the Lump Sum Price) be expected to remedy.

- (c) Attendance on Site for the carrying out of the Works shall be arranged by the Purchaser with the CIUS project manager nominated by CIUS via submission of a CIUS Booking Form in the form made available by CIUS to the Purchaser. Notification by the Purchaser of required CIUS Site attendance for the carrying out of the Works shall be given to CIUS at least two weeks before the Programmed start of the Works.
- (d) For any Programmed or notified attendance at a Site which is cancelled less than 48 Standard Working Hours before the date and time at which CIUS is due on Site to undertake the Works, CIUS reserves the right to charge a cancellation rate of £1,160.00 for each [two-man] gang programmed to be on Site.
- (e) On any occasion when CIUS attends the Site and the enabling works required for CIUS to be able to undertake any material part of the Work activities are not complete, a cancellation fee will be applied. If no cancellation fee is stated within the Quotation, then a charge of £1,160.00 will be invoiced per two-man team allocated to that Site.
- (f) Unless otherwise agreed within the Quotation or as a Variation, all Works will be carried out within Standard Working Hours. Any Works required to be undertaken outside of the Standard Working Hours will be subject to an increase in the Lump Sum Price via a reasonably agreed Variation.
- (g) On occasions where CIUS are installing a system which will be operated by a Building Network Operator then the system shall be installed to BS7671, tested to NICEIC certification. The network will achieve practical completion upon successful testing and certification of the network. On practical completion the distribution network will become property, and be owned by, the Building Network Operator.

5. Site interfaces

- (a) The Purchaser shall be entirely responsible for the management, co-ordination and performance of any other works and/or services in association with any other of the Purchaser's requirements at the Site or to which the Works apply and/or with which it has an association. This applies, without limitation, to any project, work or activity being undertaken by, for or on behalf of the Purchaser in respect of the Site and to any and all third parties to whom the Purchaser may owe a contractual or statutory duty.
- (b) If the Works rely upon or interface with any activities to be undertaken by a third party, such as non-contestable electrical, incumbent water operator activities or groundworks packages, then CIUS shall not be held responsible for the management and delivery of any such third party works and/or services, and the Programme shall be reasonably extended and/or the Lump Sum Price shall be reasonably increased, to eliminate any adverse impact on CIUS by the acts or omissions of such third party.
- (c) If on occasion any third party works which impact in the performance of CIUS Works is found to be defective then CIUS will give a reasonable period of time for this work to be rectified, which will be no greater than 15 working days. If the defect is not addressed by the party responsible within this time, then CIUS reserves the right to attend site and rectify the defect with the appropriately qualified and authorised operatives. All and any associated costs relevant to such defects will be charged as an adjustment to the Contract Lump Sum Price.
- (d) Without limiting paragraphs 5(a) and (b), CIUS will use reasonable endeavours (not extending to material cost) to facilitate a reasonably appropriate amount of co-ordination between all parties relevant to a Site to enable efficient completion of any such third-party works. If the Purchaser requires management of third-party works beyond the foregoing, this should be Notified to CIUS and a price for additional services will be offered to the Purchaser.
- (e) The Purchaser shall comply with all Land Rights requirements of the Statutory Undertaker in respect of the Site. The Purchaser shall enter into direct dialogue with the Statutory Undertaker to complete all Land Rights transactions. Until such a time that the Land Rights have completed, CIUS will not energise the relevant installed Equipment. CIUS shall not be liable for any costs or loss whatsoever caused by any delays in the securing of Land Rights and the subsequent delays in energisation. The Programme shall be reasonably extended and/or the Lump Sum Price shall be reasonably increased to eliminate any adverse impact on CIUS as a result of any such delay.

- (f) On completion of any water infrastructure connection, it will be the responsibility of the developer to ensure that at all times sufficient water is drawn through the network (within 1m of the furthest washouts). CIUS will not be held liable for any associated costs due to chlorination or standpipe hire caused by an insufficient flow onsite. It is expected that all times the developer will provide lawful water consumption to meet any requirement of CIUS and the adopting water company.
- (g) CIUS must be made aware of any proposed changes to line and levels whether within or outside of the site boundary. CIUS cannot be held liable if levels are changed from the agreed calculations without any form of notification taking place (i.e., S.278 works) after CIUS have completed their enabling works. CIUS will install as per the design at the time of site calling off the Site Booking form to Instruct CIUS attendance. For the benefit of both parties, CIUS requests signature of the 'Line and Level acceptance Form' which includes Instruction for the notification of any changes to the agreed and designed Lines and Levels and will prevent any installations being placed at the wrong line or level.
- (h) It is the duty of the Purchaser to Construct any water network in line with the relevant Fire Authorities requirements for Fire Hydrants on site. CIUS will liaise with the relevant Fire Authority and incorporate the necessary arrangements into the design and construction of the Works. A set fee for both the design and construction of the Hydrants within the infrastructure will be charged via issue of a Variation to the Lump Sum Price.

6. Contract Variations

- (a) On acceptance of the Quotation CIUS will enter into a period of detailed design. Where within this period there is any instruction which creates a change to the Scope of Works, CIUS will issue a Notice of Change to formalise the instruction to administer the change.
- (b) Where additional works and/or services not included within the scope of the Works are requested by the Purchaser, CIUS will submit a Variation Notice via Notification to the Purchaser's representative for approval setting out the scope of the additional works and/or services, the increase to the Lump Sum Price and the change to the Programme. Upon completion or to ensure the services are booked in on the planner, an invoice will be raised to enable payment of the Variation to be made. If there is a requirement for a Purchase Order to be raised
- (c) On each occasion where (i) a Purchaser instruction to proceed on a Site with additional works and/or services which are outside of the scope of the Works is given verbally (notwithstanding clause 6(a)), and (ii) such additional works and/or services are completed by CIUS, then the Purchaser shall be deemed to have accepted the offer given within the Variation Notice for the instructed additional works and/or services.
- (d) The sum of any Variation approved under clause 6(a) shall be incorporated into the Lump Sum Price, and the scope of the Works and the Programme shall be amended accordingly.
- (e) The sum of any Variation instructed verbally and completed under clause 6(b) shall be incorporated into the Lump Sum Price, and the scope of the Works shall be amended accordingly.

7. Payment

- (a) Unless otherwise notified, payment notices shall be given by CIUS through the issue of invoices as per the payment schedule stated within the Quotation.
- (b) The due date for payment shall be the date of the invoice issued. The final date for payment of the sum invoiced, including any associated VAT, shall be 30 days after the date of the invoice. Any pay less notice must be Notified by the Purchaser to CIUS in accordance with the Construction Act.
- (c) Unless otherwise Notified by CIUS, payments under this clause 7 shall be made by the Purchaser to CIUS via BACS transfer using the CIUS details given within the Quotation.
- (d) CIUS will state any issued PO number on each invoice submitted under this clause 7.

8. Limitation of Liability

- (a) Subject to the limitations in clauses 8(b) and (c), the Purchaser shall indemnify CIUS against (i) any and all consequences of CIUS carrying out or having carried out the Works and of any third party carrying out or having carried out works and/or services on the Project including, without limitation, any and all consequential delay and loss whatsoever suffered and howsoever caused by the Works or the third party works and/or services in connection with the Project, and (ii) any claim in connection with any Site, property or land upon which or where the Works are to be provided.
- (b) Provided always that CIUS shall not be liable to the Purchaser under any circumstance for any loss, damage or claim whatsoever or howsoever caused or incurred (i) due to any failure in the operation or breakdown of the Equipment supplied and/or used by CIUS in the provision of the Works, and/or (ii) of an indirect or consequential nature, including profit loss, loss of opportunity and any liabilities to third parties whatsoever, CIUS shall be liable only for direct and foreseeable loss or for damage or injury to the Purchaser's property or personnel which is caused solely by CIUS's negligence in providing the Works.
- (c) The liability of CIUS under clause 8(b) shall be capped at the lower of the Lump Sum Price and the total level of indemnity offered by CIUS' applicable insurance policies but shall under no circumstances exceed the total of the insured sum.

9. Fluctuations

- (a) The Lump Sum Price shall be deemed to have been calculated using the market prices for categories labour, plant and materials as of the date stated within the offer, the Contract Base Rate. If after this date the UK base inflation rate, using the Retail Price Index (RPI), exceeds 2% for a period of three consecutive months then CIUS reserve the right to adjust any remaining monies owed by the inflation rate, as calculated by the Office of National Statistics (ONS).
- (b) Following acceptance of this offer CIUS will programme to start Works on site no later than six months from the date in which the Contract agreement is made. If Works on site do not start until a date later than the date which falls six months from the Contract agreement then the remaining money owed on account, relevant to the Contract Base Rate, will be subject to re-validation accounting for any inflationary changes within the period from acceptance to planned start of on site Works.
- (c) If the Works exceed a build programme greater than two calendar years from the date in which the Contract agreement is made, then the Works will be liable for an inflationary increase to the total Lump Sum Value. This is to say that where any infrastructure construction connections remain at this date then CIUS reserves the right to implement the RPI inflationary increase within that two-year period to the Lump Sum Value stated within this documentation. Any such difference will be claimed following the Variation procedure set out in Clause No. 6.
- (d) If the Works exceed a build programme greater than two calendar years from the date in which the Contract agreement is made, then CIUS reserves the right to review the applied offset made to this Lump Sum Value which is achievable through access to the adoption by the independent adopting party. If at this time there is not a reasonable programme for completion of works meaning CIUS have no access to funds relevant to the completion of the Works, CIUS will adjust the Lump Sum Value to remove the offset relevant to any of the Works still to be connected. Any such difference will be claimed following the Variation procedure set out in Clause No. 6.
- (e) Any change to the scope and specifications of works, such as removal of Gas supply, increase or decrease in Electrical load or the decrease in the overall demand of the site for utility supply may impact the Lump Sum Value of the Works to CIUS. CIUS reserves the right to apply this change to the Lump Sum Value. Any such difference will be claimed following the Variation procedure set out in Clause No. 6.
- (f) If the market price of any such category material, and or element of the category of material, for example large plant items such as Substations, transformers and feeder pillar's and or core materials such as metals, increase at a rate which exceeds the UK base inflation rate, as calculated by the ONS, then CIUS reserves the right to increase the Lump Sum Price in line with the inflationary difference from the Contract Base Rate using RPI.

If such circumstance arises CIUS will provide the Purchaser with the relevant justification within the Variation documentation submitted including evidence of any material price increase where an adjustment is being made to the account value.

- (g) Upon availability for delivery to site of any large plant item such as Substations, transformers and Feeder pillars, CIUS will notify the Purchaser to arrange a site delivery date. This date will be arranged within four weeks of the date from which the plant is available for delivery. Any date agreed which is greater than 4 weeks from the availability date may be subject to storage costs.

10. Disputes

- (a) If any dispute arises that either of the parties wishes to refer to adjudication, the relevant obligations within the Act shall apply. The adjudicator nominating body shall be the Institution of Civil Engineers.

11. Title

- (a) Title to the infrastructure listed within this tender shall remain vested in CIUS and shall not pass to the Purchaser until the Lump Sum price has been paid in full and received by CIUS.

12. Termination & Programming

- (a) This Contract and the employment of CIUS thereunder shall be terminated automatically without notice upon the appointment of a liquidator, administrator or receiver of or in respect of the Purchaser. Such termination shall be without prejudice to CIUS' accrued rights to payment under this Contract. CIUS shall be entitled to payment for the value of works and/or services performed in undertaking the Works but not invoiced as at the date of such termination (taking into account the payment schedule included within the Quotation).
- (b) A party may terminate this Contract for any other reason on not less than 21 days prior Notification given to the other party. Such termination shall be without prejudice to a party's accrued rights to payment under this Contract. Following any such termination CIUS will submit an invoice for the value of the works and/or services performed but not invoiced taking into account the payment schedule included within the Quotation.
- (c) Where any planned and Instructed Works are no longer required by the Purchaser and or any Works which form part of the offer are likely are not complete within two years of the date of this offer, then the Purchaser must notify CIUS in writing informing and detailing which elements of the Instructed Works are either no longer required or require an extension to the two years programme offered. CIUS reserve the right to review all costs associated with the cancellation or extended programme of any Instructed Works and will issue a Contract Variation to the Lump Sum Price. The change to the Lump Sum price may include any revenue not recovered through the party for which there is an agreement in place for the adoption of the utility on Completion of the Works.

New Instruction Form

Please provide all pre-construction information to enable CIUS to carry out their duties as **Designer** under **CDM**.

| |
|---|
| Site Address: |
| Landowner: Address: Contact Name: Telephone: Email: Company Registration No & Address: |
| Landowner Solicitor: Address: Contact Name: Telephone: Email: |
| Third Party Landowner Address and Contact Details: |
| Third Party Landowner Solicitor Address and Contact Details: |
| Requested Power On Date: |
| Substation Construction: No Substation/Brick Built/GRP/Internal. |
| Nominated Supplier: British Gas, Scottish Power, SSE, EON, _____. |
| Gas Meter Box Type: Internal, Unibox/Multibox, Recessed, Manifold. |
| Section 38: Not Applicable, Applicable (Drawing Attached). |
| Permeable Paving: Not Applicable, Applicable (Drawing Attached). |

Please attach the following to this form (where applicable):

Site Wide Information

- Any relevant health and safety information.
- Letter of authority appointing CIUS
- Site Layout (pdf & dwg – must be co-ordinated)
- Drainage layout (dwg)
- Accommodation schedule
- Section 38 Plan (pdf & dwg) or confirmation it's not applicable
- Landscaping Plan (pdf & dwg)
- Topographical Survey
- Streetlighting Design (pdf & dwg)
- Designated service corridors (if determined)
- Meter positions
- Locations of show homes and sales launch date
- Site execution plan
- Temporary Building supply location, kVA and number of phases (if applicable)
- Any additional supply requirements, i.e., bin stores, feeder pillars, cycle stores, Virgin Media, Hyperoptic etc
- BT/Comms/Fibre designs for use in combined services drawings
- Confirmation of any CHP, motors, disturbing or commercial loads
- Plot to Postal information (if available)
- Soil Investigation Report
- Planning Reference Number

Environmental Information

- Arboriculture reports including details of TPOs and RPAs
- Ecology reports including habitat and protected species surveys
- Locations of any notifiable flora (i.e. Japanese Knotweed etc.)
- Details of SSSI and any external authority involvement (i.e. South Downs National Park Authority, Environment Agency etc.)
- Details of nearby watercourses

EVC/Solar

EVC

Does the site have an EVC requirement?
 Confirmation of plots to have EVC and the type

PV

Confirmation of plots with PV
 Confirmation of PV type and whether they will be exporting
 Confirmation of PV company details for additional technical information.

| | |
|---|---|
| Flats/Building of Multiple Occupancy | |
| General | Floor Plans of Apartments |
| Electric | Confirmation of any landlord load and number of phases in apartment blocks Confirmation whether electric meters are to be located in the flat or riser cupboard |
| Water | Confirmation whether meters are to be internal or located at boundary |
| Gas | Request CIUS declaration form Gas Meter position markup detailing the plot number Elevation plans of the apartment block Building construction type Anticipated movement of building (timber frame only) Riser locations (if applicable) Entry lateral locations (if applicable) If a meter room, provide ventilation details and confirmation that any electrical equipment will be rated to Zone 2 atmosphere. |

Once CIUS have received the above information they will be able to commence the pre-delivery programme. Until the above is received, CIUS are unable to progress and energisation will be delayed.

For any queries please contact technical@cius.co.uk.

Declaration

I confirm that in line with **Regulation 4 of Construction (Design and Management) Regulations 2015**, I have as the **Client** provided all required pre-construction information to allow CIUS as the **Designer** to fulfil their obligations under **Regulation 9**.

I confirm that I have provided all environmental related information to enable CIUS to undertake their design and duties under ISO:14001.

Name.....

Title.....

Date.....

Attendance Requirements

Site attendance must be booked through bookings@cius.co.uk no later than **20 working days** before site attendance is required for Mains installations and **10 Working days** before site attendance is required for plot connections.

| | | |
|----------|--|-------------|
| Mains | | |
| | Minimum single utility length of open trench available for mains laying visit | 250m |
| | Minimum dual utility length of open trench available for mains laying per visit | 200m |
| | Minimum multi utility length of open trench available for mains laying per visit | 150m |
| Services | | |
| | Minimum single utility connection made available per visit | 6 No |
| | Minimum dual utility connections made available per visit | 5 No |
| | Minimum multi utility connections made available per visit | 4 No |

If there is a requirement for CIUS to attend site on an occasion where the above criteria have not been met, then a mobilisation fee will be raised.

If booked in works are aborted/cancelled less than 48hrs prior to CIUS site attendance, then a cancellation fee will be raised.

If booked mains installation works are aborted/cancelled less than 1 week prior to the CIUS site attendance, then a cancellation fee will be raised and the re-booking of the works will revert to a 20 day booking period.

Please note separate show homes visits have already been accounted for in the price. If you require these please book this through bookings@cius.co.uk with 20 working days' notice. Please note larger diameter mains may require a longer call off period. Please give as much notice as possible to ensure we can meet your programme.

Standard call off periods for plot connections once site is live are as follows.

| Electric | Gas | Self-Lay Water |
|-----------------|------------|-----------------------|
| 10 days | 10 days | 10 Days |