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King Street Footbridge Refurbishment – Surfacing

**Volume 1 – Contract Document**

Scheme Ref: 1079541

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For **Oldham Council**

Co-operatives and Neighbourhood

Civic Centre

West Street

Oldham

OL1 1UL

By

Unity Partnership Ltd

Web Site: [www.unitypartnership.com](http://www.unitypartnership.com)



Document Control Sheet

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| Project Title: | **King Street Footbridge Refurbishment - Surfacing** |
| Report Title: | **Volume 1 Contract Document** |
| Document No.: | **1079541– Volume 1 Contract Document** |
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**Distribution:**

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| Tenderers | Various | 1 |
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## King Street footbridge Refurbishment – Surfacing

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**The following Form of Agreement shall be required to be entered into before a binding contract can be construed between the parties.**

# FORM OF CONTRACT AGREEMENT FOR USE WITH NEC3

**DATED MM-DD-YY**

OLDHAM COUNCIL

**AND**

**[ ] LIMITED**

**CONTRACT AGREEMENT**

**CONTRACT NO:**

# FORM OF AGREEMENT

**THIS AGREEMENT** is made the day of 2020 **BETWEEN:**

1. **OLDHAM COUNCIL**

Of Civic Centre West Street, Oldham, OL1 1UT (the “***Employer***”); **AND**

[of][whose registered address is at]

(the “***Contractor***”).

**WHEREAS:** The Employer wishes to have provided the following works: King Street Footbridge Refurbishment - Surfacing as more particularly described in the Specification (the “**Works**”);

The Contractor has offered to carry out and complete the Works on the terms and conditions referred to below;

**NOW IT IS AGREED THAT**

1. In this Agreement unless the context otherwise requires, words and expressions shall have the same meanings as set out in the Conditions.
2. The Contractor will provide the Works and comply with its obligations pursuant to and in accordance with the Agreement.
3. The Employer will pay the Contractor the amount due and comply with its obligations pursuant to and in accordance with this Agreement.
4. This Agreement is comprised of and incorporates the following documents:

* this Form of Agreement;
* Volume 1, The Engineering and Construction Contract [(Third Edition 2013)] incorporating **Option A, and secondary options X2, X4, X7, X13, X16, W2, Y(UK)2, Y(UK)3 & Z (the “Conditions”)** as amended and/or supplemented by the Contract Data Part One
* Volume 2, Specification
* Volume 3, Activity Schedule
* Volume 4, Pre-Construction Information
* Volume 5, Designer’s Hazard Checklist and Elimination Management Schedule

In the event of an inconsistency or discrepancy between any of the above listed documents, the inconsistency or discrepancy shall be resolved according to the above descending order of priority.**IN WITNESS WHEREOF** this Agreement is signed by the parties as a deed and delivered upon dating:

**Execution under Seal**

EXECUTED AS A DEED BY THE

*[Contractor]*

by affixing his common seal

In the presence of:

Director

Director/Secretary

**Execution as a deed by two signatures**

By (print name of Director)

………………………………… signature of Director

and (print name of Company Secretary/Director)

……………………………….… signature of Company Secretary/ Director

The Corporate Seal of

Oldham Council

is affixed and is authenticated by:

Authorised by ……………………………,

Oldham Council

## INSTRUCTIONS FOR TENDERING

## PREAMBLE

TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS IN ANY PARTICULAR WAY MAY BE REJECTED BY THE EMPLOYER WHOSE DECISION IN THE MATTER SHALL BE FINAL

1. These Instructions for Tendering relate to a contract for **KING STREET FOOTBRIDGE REFURBISHMENT – SURFACING.** The Employer Oldham Council and all administrative functions will be performed by Unity Partnership Ltd who will act as Project Manager for the contract.
2. Tenderers must familiarise themselves with the Contract Documents (as defined in the Form of Tender) and any modifications or additions made to them in the Tender Documents. Any resultant contract will be executed by Deed under seal.

## NEC3 FEATURES

1. Tenderers must be aware of the following:
2. **Programme:** Tenderers are required to submit an outline programme as part of their submission. The programme must include a broad outline identifying the Contractors proposed working methods and resources. It is required to enable the Employer to judge a Tenderer's understanding and approach to the project and their ability to complete the works within the stated time using the methods and resources proposed. Any resultant award of contract will not imply acceptance of the programme;
3. **Contract** **award** **date:** a period of 2 weeks will be allowed between award of contract and the *starting* *date* specified in Contract Data Part One as a mobilisation period, unless otherwise agreed between the chosen Tenderer for the *Works* and the *Employer;*
4. **Completion** **date:** this date has been specified in Contract Data Part One. Tenderers must enter their own completion date for the whole of the works (and any sections thereof) in Contract Data Part Two. This may be the same date provided or an earlier date (If an earlier date that date will then become the Completion date).
5. **Schedule** **of** **Cost** **Components:** this schedule will be used to value any compensation events arising during the contract. Tenderers must provide certain facts for this Schedule as required in Contract Data Part Two. That information will be used in evaluating the tender:
6. **Discrepancies:** if any discrepancy arises between the priced Activity Schedule and the tendered price, the tendered price will take precedence;
7. **Management** **functions:** the Unity Partnership Ltd on behalf of the *Employer* will take on full responsibility for performing the management functions and duties of the *Project* *Manager* *and* *Supervisor* *as* defined by NEC3. The individuals for each role given in the Contract Data Part One.
8. **Adjudicator:** in the event of a dispute, an appointment will be made jointly by the *Employer* *and* the *Contractor* *from* Annex C If Tenderers disagree with any of these proposals they must include their alternative proposals with their tender. Please note that the *Employer* *and* the *Contractor* shall each bear 50% of the costs of the Adjudicator.
9. **Additional clauses**: Tenderers' attention is drawn to the additional “Z” clauses which have been added to NEC3 and are set out in Contract Data Part One:
10. **Lump** **sums:** these must be quoted in pounds and pence, as appropriate, to two decimal places. The terms 'nil' and 'included' are not to be used but should be indicated as '£0'. Figures must be inserted against each item or activity - credit values in favour of the *Employer* must not be used. If necessary, the *Employer* may contact a Tenderer whose tender has required arithmetical adjustment;
11. **Site** **Information:** Tenderers are provided with the following documents and drawings relating to Site Information:

The site specific information concerning the existing structures, their surroundings, anticipated finishes and traffic management and access information, applicable to this contract are listed on Appendix 0/4 of Volume 2, The Specification.

1. General Requirements:
2. **Construction (Design and Management) Regs:** the attention of Tenderers is drawn to the Construction (Design and Management) Regulations 2015. It is proposed to formally appoint the successful Tenderer as Principal Contractor under the Regulations at the time of contract award. Tenderers must therefore be able to satisfy the *Employer* that they are competent and have made available adequate resources for health and safety
3. **Health** **and** **Safety** **Information:** Pre-construction Health and Safety Information is included in the document entitled, “Pre-Construction Information”. If Tenderers wish to make any revisions to it the agreement of the Principal Designer should be sought in writing, directed through the *Project Manager,* prior to the return of the tender. The successful Tenderer in his role as Principal Contractor will be required to develop the Health and Safety Plan in accordance with the requirements of the CDM Regulations and co-operate with the Principal Designer to enable him to fulfil his duties under the Regulations.
4. **Principal** **Contractor:** Tenderers should include a written undertaking that if awarded the contract they will be willing to accept the appointment of Principal Contractor and the duties thereof in accordance with Regulation 12 to 14 of CDM.
5. **Principal Designer:** see Contract Data Part One.
6. **Delay** **Damages:** liquidated damages will be payable by the Contractor if he fails to complete the Works bythe Completion Date. The level of such damages will be based on a daily rate of £550.00.

## TENDER EVALUATION AND SUBMISSION

1. **Interview:** Tenderers may be asked to make a presentation and answer questions during the assessment stage of the tender evaluation. However, it may be necessary to interview one or more Tenderers following the full assessment of all tenders.
2. **Delivery** **of** **tender:** tenders should be submitted through The Chest tendering portal only. The tender must remain open and valid for 180 days.
3. **List** **of** **documents** **with** **Invitation** **to** **Tender:** the following is a list of documents included with this invitation:

1) Invitation to Tender for King Street Footbridge Refurbishment - Surfacing.

2) This document – King Street Footbridge Refurbishment - Surfacing - Volume 1 Contract Document

3) King Street Footbridge Refurbishment - Surfacing – Volume 2 Specification

4) King Street Footbridge Refurbishment - Surfacing – Volume 3 Activity Schedule

5) King Street Footbridge Refurbishment - Surfacing – Volume 4 Pre-Construction Information

6) King Street Footbridge Refurbishment - Surfacing – Volume 5 Designer's Hazard Checklist and Elimination Management Schedule

1. **Tender acceptance**: “Tenderers should note that the Council does not bind itself to accept the lowest or most economically advantageous tender or any tender, and reserves the right to accept or reject a tender either in whole or in part. The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.
2. **Project Manager and Supervisor roles**: neither of these two officers acts impartially but are both appointed by, and represent the direct interests of, the *Employer*. The *Supervisor* may normally be resident on Site with the main duty of examining and checking workmanship to ensure that requirements of the contract are being met. The *Project Manager* is responsible for managing the contract and for protecting the direct interests of the *Employer*. He is not normally resident on Site but will make regular and frequent visits. Both the *Project Manager* and *Supervisor* are empowered to carry out actions and make decisions required under NEC.

**All sections which require completion by the Tenderer must be completed. Any section not completed by the Tenderer shall immediately disqualify the submitted Tender.**

**King Street Footbridge Refurbishment - Surfacing**

# CONTRACT DATA PART ONE

# DATA PROVIDED BY THE EMPLOYER

In respect of the Institution of Civil Engineers’

Engineering and Construction Contract

(THIRD Edition April 2013)

**Contents**

## Clauses

1. General

3. Time

4. Testing and Defects

5. Payment

6. Compensation events

8. Risks and insurance

9 Additional conditions of contract

**Annexes**

Annex A: Special Requirements

Annex B: Certificates

Annex C: Proposed names of Adjudicators

Annex D: Agreement Appointing Adjudicator

Annex E: Risk Register

CONTRACT DATA

## Part one – Data provided by the Employer

## 1. General

* The conditions of contract are the core clauses for **Option A** and secondaryoptions, **X2, X4, X7, X13, X16, W2, Y(UK)2, Y(UK)3 & Z** of the third edition April (2013) of the NEC3 Engineering and Construction Contract as modified below.
* The works are:

Resurfacing the footway approaches and footbridge and renewing of the movement joints of King Street Footbridge structure

* The Employer is: **Oldham Council**

Executive Director

Cooperatives and Neighbourhoods

Directorate Management Team

Civic Centre

West Street

Oldham

OL1 1UT

* The *Project* Manager is: **Unity Partnership**

Jawad Hashmat

Henshaw House

Cheapside

Oldham

OL1 1NY

* The *Supervisor* is: **Unity Partnership**

Jawad Hashmat

Henshaw House

Cheapside

Oldham

OL1 1NY

* The *Adjudicator* is: the person appointed in accordance with this contract
* The *Principal Designer* is: Unity Partnership

Highways & Engineering

Henshaw House

Cheapside

Oldham

OL1 1NY

* The Works Information is in the Specification and Contract Drawings.
* The Site Information is in the Contract Drawings.
* The boundaries of the site are defined in the Contract Drawings.
* The language of this contract is English.
* The law of the contract is the law of England and Wales, subject to the jurisdiction of the Courts of England and Wales.
* The period for reply to a communication is 10 working days.
* The list of adjudicators from which to make an appointment is in Annex C.
* The adjudicator’sappointment is in Annex D.
* The tribunal is arbitration.
* The arbitration procedure is the latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed.
* The place where the arbitration is to be held is Manchester.
* The person or organisation who will choose an arbitrator
* if the Parties cannot agree a choice or
* if the arbitration procedure does not state who selects the arbitrator is

The Institution of Civil Engineers

* The following items are included in the Risk Register
* Refer to Annex E
* The Pre-Construction Health and Safety information is in document entitled ‘‘Pre-Construction Information”.
* The additional conditions of contract together with deletions of core clauses are given in paragraph 9 below.

**3.** **Time**

* The Start date is: **14 days from the receipt of official order from the Employer**
* The access date is: N/A
* The completion *date* for the whole works is **9 Weeks** from the Start date.
* The Contractor is to submit a first programme for acceptance within 2 weeks of the Contract Date.
* The Contractor submits revised programmes at intervals no longer than: 5 weeks.
* Delay damages for the whole of the *works* are: £550 per day.

## 4. Testing and Defects

* The defects date is 52 weeks after Completion of the whole of the works.
* The defect correction period is 4 weeks.

## 5. Payment

* The currency *of this contract* is the pound sterling (£).
* The assessment interval is Monthly.
* The final date for payment is 28 days after the date on which payment becomes due.
* The *interest* rate is: 2% per annum above the base rate in force from time to time at the following bank: Co-operative Bank.
* The retention *free* amount is nil.
* The *retention percentage* is 5.0%
* The amount of the performance bond is 10% of the Tender value.

## 6 Compensation events

* The place where weather is to be recorded is King Street Roundabout, Oldham.
* The weather *measurements* to be recorded for each calendar month are:

a) The cumulative rainfall (mm)

b) The number of days with rainfall more than 5mm

c) The number of days with minimum air temperatures less than 0 degrees Celsius

d) The number of days with snow lying at 09:00 hours GMT and these measurements

* The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at The Manchester Weather Centre assumed values for the ten year return *weather data* for *each weather measurement* for each calendar month are as issued to the Met Office.

## 8. Risks and insurance

* The amount of the minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) due to activity in connection with this contract for any one event is **£10,000,000.**
* The amount of the minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract shall comply with statutory requirements.
* The Employer does not provide any of the insurances stated in the Insurance Table.
* There are no additional *Employer’s* risks.

## 9. Additional conditions of contract

**Corrupt practices**

Z2.1 The *Contractor* or any person or body associated with the Contractor including any sub-contractor warrants that it:

* has not offered and will not offer or give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the Employer or for showing favour or disfavour to any person in relation to this contract or any other contract with the Employer, or
* has not entered into this contract or any other contract with the Employer if, in connection with this contract or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge, or
* has not committed and will not commit an offence under the Bribery Act 2010.

Z2.2 If at any time the Contractor has knowledge of or has reasonable grounds to suspect the occurrence of a breach of the warranty in the above clause Z2.1, the Contractor shall promptly notify the Employer in writing of such matters within its knowledge or of such grounds for suspicion and shall co-operate with the Employer in the investigation of such breach or suspected breach of that warranty.

**Principal contractor**

Z3. The Employer appoints the Contractor to act as principal contractor for the purposes of the Construction (Design and Management) Regulations 2015.

**Payment certification**

Z12.1. Delete the first sentence of core clause 51.1 and replace with:

“The *Project Manager* certifies a payment on or before the date on which a payment becomes due.”

Z12.2. Delete the first sentence of core clause 51.2 and replace with:

“Each certified payment is made on or before the final date for payment.”

**Recovery of sums due from Contractor**

Z14. When under the contract any sum of money is recoverable from or payable by the *Contractor* such sum may be deducted from or reduced by the amount of any sum or sums then due or at any time after may become due to the *Contractor* under this contract or any other contract with the *Employer*.

**Special Requirements**

Z30.1 The *Contractor* shall comply with the Special Requirements in relation to Statutory Bodies and Statutory Undertakers as set out in Annex A. Compliance with such Special Conditions shall not relieve the *Contractor* of any of his other obligations and liabilities under the Contract and fulfilment of such other obligations and liabilities shall not relieve him of his responsibility to comply with the Special Requirements.

**Race Relations Act 1976**

Z44 The *Contractor* shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations (Amendment) Act 2000 or any statutory modification or re-enactment thereof relating to discrimination in employment. The *Contractor* shall take all reasonable steps to secure the observance of the provisions of this Clause by all servants, employees or agents of the *Contractor* and all Subcontractors employed in the execution of the contract.

**Environmental Protection Act 1990**

Z45 Responsibility under the Duty of Care for the disposal of waste material produced as a result of the Works shall rest with the *Contractor* who shall be regarded as Waste Producer. The *Contractor* shall provide to the *Project Manager* on request fully completed copies of 'Controlled Waste Transfer Notes' covering all waste produced on the site.

Z45.2 The Contractor shall comply with its obligations under the Site Waste Management Plans Regulations 2008 and, where required by the Regulations, the Employer appoints the Contractor as Principal Contractor under the Regulations.

# Appointment of Subcontractors

# Z46 Without prejudice to other provisions in the Conditions of Contract the Contractor shall ensure that any subcontractor shall be a registered member of Constructionline under a relevant category and notational value and be SSIP accredited. Any and all Subcontractors shall be agreed and approved by the Project Manager in writing prior to their appointment. The Employer reserves the right in its absolute discretion not to approve a proposed subcontractor.

**Z47 Freedom of information**

Z47.1 The Contractor assists and co-operates with the Employer (at the Contractor's expense) to enable the Employer to comply with these information disclosure requirements pursuant to the Employer's obligations under the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Information Regulations 2004 as amended from time to time (“**Environmental Information Regulations 2004**”). Terms used in this clause Z47 are terms as used in the FOIA unless otherwise defined or the context otherwise permits.

Z47.2 The Contractor:

Z47.2.1 transfers a request for information to the Employer as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for information,

Z47.2.2 provides the Employer with a copy of all information in its possession or power in the form that the Employer requires within five (5) Business Days (or such other longer period as the Employer may specify) of the Employer requesting that information,

Z47.2.3 provides all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

Z47.3 The Employer determines at its absolute discretion whether the commercially sensitive information and/or any other information:

Z47.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and

Z47.3.2 is to be disclosed in response to a request for information.

Z47.4 In no event does the Contractor respond directly to a request for information unless expressly authorised to do so by the Employer.

Z47.5 The Contractor acknowledges that the Employer may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) (the "Code"), be obliged under the FOIA or the Environmental Information Regulations to disclose information

Z47.5.1 without consulting with the Contractor; or

Z47.5.2 following consultation with the Contractor and having taken its views into account,

provided always that, where clause Z47.5.2 applies, the Employer, in accordance with any recommendations of the Code, takes reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

Z47.6 The Contractor ensures that all information produced in the course of this contract or relating to this contract is retained for disclosure and permits the Employer to inspect such records as requested from time to time.

Z47.7 The Contractor acknowledges that any lists or schedules it provides outlining confidential information are of indicative value only and that the Employer may nevertheless be obliged to disclose confidential information in accordance with clause 1.5.

**Z48 Reporting Requirements**

Z48.1 The Contractor keeps the Employer fully, properly and promptly apprised of any and all pertinent developments concerning those matters which are the Contractor’s responsibility under this contract, as and when they occur.

Z48.2 The Contractor provides the Employer with written reports at such intervals and in such format and detail as the Employer reasonably prescribes, advising the Employer as to the progress of those elements of the works for which the Contractor is responsible and any and all pertinent issues concerning those matters which are the Contractor’s responsibility under this contract which have occurred since the previous report.

**Z49 Audit**

Z49.1 The Contractor keeps and maintains until six (6) years after this contract has been completed, or as long a period as may be agreed between the Parties, the Contractor's Data and also full and accurate records of this contract including

Z49.1.1 the works provided under it,

Z49.1.2 a full record of the costs of performing the works and

Z49.1.3 all payments made by the Employer

and such information records and documents necessary to monitor the performance of the works provided that the Contractor keeps and maintains such information, records and/or documents in electronic form in satisfaction of his obligations under this clause 3.1.

Z49.2 The Contractor affords the Employer on request, the Employer's representatives or auditors and/or the Comptroller and Auditor General such access to any documents (including those referred to in clause 3.1) which are owned, held or otherwise in the control of the Contractor and/or to any premises where the works are being performed. The Contractor also provides any oral and written explanations as may be reasonably required to assist the Employer, its representatives and/or auditors referred to above to carry out its functions as may be required for the purpose of carrying out any audit.

**Z50 Data protection**

Z50.1 The Contractor (and procures that any of its employees involved in the provision of this contract) complies with any notification requirements under the DPA and both Parties duly observe all their obligations under the DPA, which arise in connection with this contract.

Z50.2 Notwithstanding the general obligation in clause 4.1, where the Contractor processes Personal Data as a Data Processor for the Employer, the Contractor ensures that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA and

Z50.2.1 provides the Employer with such information as the Employer reasonably requires to satisfy itself that the Employer is complying with its obligations under the DPA

Z50.2.2 promptly notifies the Employer of any breach of the security measures required to be put in place pursuant to clause 4 and

Z50.2.3 ensures it does not knowingly or negligently do or omit to do anything which places the Employer in breach of the Employer’s obligations under the DPA.

Z50.3 The provisions of this clause apply during the continuance of this contract and indefinitely after its expiry or termination.

**Z51 Anti-discrimination**

Z51.1 The Contractor takes all steps necessary to ensure equality and equality of opportunity regardless of race, gender, religion, disability, sexual orientation in all aspects of the provision of the works.

Z51.2 Without prejudice to the generality of clause 5.1, the Contractor does not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

Z51.3 The Contractor takes all reasonable steps to secure the observance of clause 5.1 and 5.2 by all servants, employees or agents of the Contractor and all suppliers employed in performance of this contract.

**Z52 Confidentiality, Publicity and Advertising**

Z52.1 Save with the Employer’s prior written approval or as is reasonably necessary to enable the Contractor to perform its obligations under this Contract, the Contractor shall treat all information relating to this Contract and/or the Works as confidential.

Z52.2 The Contractor may not without the prior written approval of the Employer use or authorise the use of any photograph or drawing or other depiction of the Works or any part of the Works for publicity purposes or in any annual report or accounts or otherwise for any purpose other than in connection with the performance of the Contractor’s obligations under this Contract.

Z52.3 The Contractor shall ensure that any sub-contract and any appointment of a consultant entered into by the Contractor for the purposes of the Works contains the provisions in clause A12.1 and A12.2 (mutatis mutandis) and shall take all reasonable steps to ensure that such provisions are enforced.

Z52.4 The Contractor shall not exhibit or attach to any part of the Sites any notice or advertisement without the prior written permission of the Employer, save where otherwise required to comply with Legislation.

Z52.5 The Contractor shall permit the Employer to use the scaffolding and hoardings for advertising or other promotional or decorative purposes as the Employer shall deem fit.

Z52.6 The Contractor shall not by itself, its employees or agents, and shall procure that its subcontractors or consultants shall not, communicate with representatives of the press, television, radio or other communications media on any matter concerning this agreement or the Works without the prior written approval of the Employer.

Z52.7 No facilities to photograph or film in or upon any property used in relation to the Works shall be given or permitted by the Contractor unless the Employer has given its prior written approval (such approval not to be unreasonably withheld or delayed).

less than the notified sum as required by this contract.

**[Z53 Compensation for changes to the Programme**

Notwithstanding any provisions to the contrary, in the event that the Contractor becomes entitled to compensation pursuant to clause 60 on the basis that the Employer changes the access dates, the compensation is applicable to such delay identified in the Contract Data Part 1.

Z54 **Definition of Works Information (11.2(19))**

This definition shall be deemed amended as follows:

Amend second bullet point by adding after “*constraints on*” the words “*and/or requirements as to*”

# Z55 Additional Clause 84A

# Add the following new clause 84A:

# “The Contractor shall take out and maintain professional indemnity insurance of £5 million for each and every occurrence or series of occurrences for a period of 12 years after the date of Completion provided such insurance is available on commercially reasonable rates and terms having regard to premiums required and policy terms obtainable. If for any period such insurance is not available on commercially reasonable rates and terms the Contractor shall forthwith inform the Authority in writing and shall obtain such reduced cover as is available and as would be fair and reasonable in the circumstances for the contractor to obtain.”

# Z56 Third Party Rights

There are no third party rights

# ANNEX A: SPECIAL REQUIREMENTS

1. A *statutory body* is any person who has a statutory right pursuant to a licence granted under any statute to place or maintain any apparatus (including any pipe, conduit, sewer, drain, or tunnel) on, under or over the Site or to inspect, adjust, repair, alter renew, reposition or remove such apparatus.
2. The *Contractor* complies at his own cost with all special requirements of statutory bodies set out the pages immediately following. The Statutory Undertakers affected by the Works are listed in Appendix 1/16 of the Specification

**Gas**

The records show that there are no gas supplies within the site boundary.

**Electricity**

There are overhead and below ground footbridge electricity supplies within the site boundary.

**Drainage**

The records show that there are no public sewers within the site boundary.

**Water Mains**

The records show that there are no water supplies within the site boundary.

**Telecommunications**

The records show that there are no BT cables within the site boundary.

**1 Electricity**

National Electricity Transmission Companies and Local Area Electricity Companies

1 In these special requirements the following expressions shall have these meanings assigned to them:

(a) “Boards” means the national electricity transmission companies and/or the local area electricity companies.

(b) “Boards Engineers” means the District Engineer of the transmission companies and/or the area company concerned.

(c) “Plant or equipment” means any plant, equipment, gear, machinery, apparatus or appliance or any part thereof, as defined in the Construction (General Provisions) Regulations 1961, and the Construction (Lifting Operations) Regulations, 1961.

2 (1) A distance of 12 metres shall be maintained at all times between any part of any plant or equipment or anything connected to such plant or equipment (e.g., the jib of a crane, joist rope, load, etc.) and the boards’ overhead electric lines, except under such restrictions as the boards’ Engineers may impose for the safety of persons and the protection of property. The permission of the boards’ Engineers must be obtained in writing before plant or equipment is operated or work carried out within 12 metres of overhead lines.

(2) The Contractor shall give at least 1 weeks’ notice to the boards’ Engineers of the dates upon which it is intended to operate plant or equipment or carry out any work for which permission has been given by the boards’ Engineers under the preceding paragraph. Such operations or work shall only be carried out in the presence of the boards’ Engineers unless notice shall have been obtained in writing from the boards’ Engineers that they do not require to be present.

(3) In the event of the boards requiring work to be executed on the overhead electric lines or supporting pylons during the period of the Contract the Contractor shall afford all facilities to the boards’ Contractors or workmen and the Contractor shall amend his programme of working to suit any and all the requirements of the boards during such periods of working.

(4) The Contractor shall consult the boards’ Engineers not less than 14 days before it is proposed to commence work to ascertain whether any underground electricity cables or apparatus will be affected by the proposed work in which event the Contractor shall make all necessary arrangements with the boards to safeguard the cables or apparatus.

3 The attention of the Contractor is drawn to the contents of “Recommendations on the Avoidance of Danger from Underground Electricity Cables” a document prepared by the National Joint Utilities Group. A copy of this document is available for inspection at the Engineer’s Offices and this document will form part of the contract.

4 The above requirements will not relieve the Contractor of any responsibility for taking every precaution to avoid risk to persons or damage to property. Risk to persons can be avoided by compliance with Regulation 44(2) of the Construction (General Provisions) Regulations 1961.

**2 Gas (Distribution)**

British Gas plc Transco, Distribution Department

General conditions and precautions to be taken when carrying out work adjacent to British Gas distribution apparatus

These general conditions and precautions apply to the distribution system of British Gas and are additional to the requirements to be observed when carrying out work adjacent to the high-pressure transmission and feedstock pipeline system.

1 On request British Gas will give approximate locations of mains according to our records. These records do not normally show the positions of service pipes from the mains to properties nor are they necessarily accurate or complete. No person or company shall be relieved from liability for damage caused by reason of the actual positions and/or depths being different from those shown on the plan. Any special requirements relative to our plant will be indicated. British Gas staff will visit any site at reasonable notice to assist in the location of gas plant and advise any precautions that may be required to obviate any damage.

2 In order to achieve safe working conditions adjacent to any apparatus the following should be observed:

(a) All gas apparatus should be located by hand digging prior to the use of mechanical excavation.

(b) During construction work where heavy plant may have to cross the line of a gas main, and the main is not under a carriageway of adequate standard of construction, crossing points should be suitably reinforced with sleepers, steel plates or a specially constructed r.c. raft as necessary. These crossing points should be clearly indicated and crossing the line of the gas main at other places should be prevented. British Gas staff will advise on the type of reinforcement necessary.

(c) No explosives are to be used within 32 metres of any British Gas pipe without prior consultation with British Gas.

(d) Where it is proposed to carry out piling within 15 metres of any pipe, British Gas should be consulted so that affected pipes may be surveyed.

3 (1) Where excavation of trenches adjacent to any pipe affects its support, the pipe must be supported to the satisfaction of the British Gas Engineer.

(2) Where a trench is excavated crossing or parallel to the line of the pipe, the backfill should be adequately compacted to prevent any settlement which could subsequent cause damage to the main. In special cases it may be necessary to provide permanent support to a pipe which has been exposed over the length of the excavation before backfilling and reinstatement is carried out. There should be no concrete backfill in contact with the pipe.

4 No apparatus should be laid over and along the line of the gas pipe irrespective of the clearance. A minimum clearance of 300 mm should be allowed between any plant being installed and an existing gas pipe, to facilitate repair, whether the adjacent plant be parallel to or crossing the gas pipe. No manhole or chamber shall be built over or round a gas pipe.

5 Where a British Gas pipe is coated with special wrapping and this is damaged, even to a minor extent, British Gas must be notified so that repairs can be made. If the damage is of minor nature and can be repaired by our emergency team, no charge will be made for the repair, provided that the damaged part is not backfilled and access readily given. In the case of any material damage to the pipe itself causing leakage, or weakening of the mechanical strength of the pipe, the necessary remedial work will be charged.

6 If leakage is caused by a Contractor or Subcontractor and an escape of gas is evident, the following action should be taken at once:

(a) Remove all personnel from the immediate vicinity of the escape;

(b) Inform British Gas at the telephone number given;

(c) Prevent any approach by the public, prohibit smoking, extinguish all naked flames or other source of ignition for at least 15 metres from the leakage;

(d) Assist British Gas personnel, Police or Fire Services as may be requested.

7 The low and medium pressure mains are the responsibility of the District Engineer at:

Plant Protection

National Grid PLC

Block 1, Floor 2

Brick Kiln Street

Hinckley

Leicestershire

LE10 0NA Email: plantprotection@uk.ngrid.com

Tel: 0800 688 588

**3 Gas (Transmission via Supergrid)**

British Gas plc Transco, Transmission Department

General conditions and precautions to be taken affecting the design and construction of plant etc., in the vicinity of super high pressure natural gas transmission and feedstock pipelines.

1 The gas transmission and feedstock pipelines consist of high-grade steel material, which is coated with a coal tar, impregnated bandage or yellow plastic cladding. The greater part of the system is laid in open country, railway land, canal towpaths etc., but part is laid in or across public thoroughfares. The cross-country etc., pipelines are generally marked at road crossings, hedgerows and other points by a red indicator plate in a concrete post. Cathodic protection, anode positions and test points are either marked by concrete posts or housed in surface boxes. The indicator plate bears the word “Gas”, the marker post number and figures indicating size, approximate depth or whether anode or cathodic test point as appropriate.

2 Where New Roads and Street Works Act 1991 notices are sent to local gas offices, replies to these notices will refer to the pipelines where relevant and will indicate any special requirements. British Gas staff will visit any job, on reasonable notice being given, to indicate the position of the pipeline and advise on precautions.

3 No work shall be undertaken within 15 metres of the pipeline without prior formal consent of British Gas.

4 In order to achieve safe working conditions and the complete safety of the pipeline, the following *must* be observed:

(a) Before any work is carried out within 15 metres of a pipeline, British Gas surveyors will locate and peg out the pipeline. They will then supervise the hand digging of trial holes to confirm the position of the pipe.

(b) Where proposed works are to cross a pipeline no mechanical excavation must be carried out. Hand excavation only for a distance of 2 metres each side of the pipeline.

(c) Construction traffic shall cross a pipeline only at clearly marked and previously agreed crossing lanes. All crossing lanes shall be fenced on both sides over the width of the British Gas easement and in addition along the boundaries of the easement on both sides for a distance of 6 metres away from the crossing. Suitable warning notices are to be erected drawing attention to the danger of not using the crossing. The pipeline shall be protected by laying approved sleeper rafts or other approved material over the whole width of the easement and where construction is likely to be heavy, further protection will be required to the satisfaction of the British Gas Engineers.

(d) No explosives should be used within 32 metres of any pipeline without prior consultation with British Gas.

(e) Where it is proposed to carry out piling, British Gas should be consulted if the piling is within 15 metres of the pipeline.

5 Where another service is to be laid parallel alongside an existing transmission pipeline in roads, verges, etc., a minimum separating distance of 600 mm must be observed. Excavation of trenches parallel to the pipeline are to be hand excavated, supported and kept free of water to the satisfaction of the British Gas Engineer.

6 A new service shall not, under any circumstances, be laid parallel above or parallel below the pipeline.

7 Where it is necessary to lay a new service across the existing pipeline, whether above or below, a minimum distance of 600 mm shall be left between the outside of the pipeline and the service to be installed. At such crossings the backfill is to be packed and consolidated to the satisfaction of the British Gas Engineer and both the pipeline and the new service shall be suitably supported to prevent any future settlement.

8 Where formal consent has been given, a minimum of 7 days notice is required before carrying out work in the British Gas easements or the appropriate notice under the New Roads and Street Works Act 1991 where existing plant is situated in highways.

9 British Gas (North West) shall be given 48 hours notice of intention to backfill under, over, or adjacent to a pipeline. A British Gas representative shall be in attendance during the whole of the operations and will advise as to the suitability and consolidation of backfill material over the pipeline. If the pipeline coating is damaged, even to a minor extent, the representative will arrange for repairs to be made.

10 The British Gas pipelines are cathodically protected and where a new service is to be laid and is to be similarly protected British Gas are required to carry out inter-reaction tests to determine whether its own system is adversely affected. This should be done in accordance with British Code of Practice 1021—Code of Practice for Cathodic Protection. The cost of any mutually agreed remedial action will be charged to the Authority installing the new service.

11 (1) If any bond wires, test leads, etc., used in connection with the Cathodic Protection system are damaged or found to be in poor condition, broken or disconnected, British Gas should be notified so that repair or replacement can be made.

(2) If the pipe coatings are damaged even to a minor extent British Gas must be notified so that repairs can be made. If the above damage is of minor nature and reported immediately, no charge will be made for the repair, providing that the damaged part is not backfilled and access readily gained.

12 Where other works cross or run in close proximity to a pipeline, periodic visits will be made by a Pipeline Inspector. His request for protection to the British Gas pipeline should be observed. Any pipeline exposed during the course of other operations should be inspected by the Inspector before backfilling.

13 If the British Gas pipeline is so damaged as to cause a leak, there may be a major escape of gas, loss of feedstock and the following action should be taken at once:

(a) Remove all personnel from the immediate vicinity of the escape;

(b) Inform local British Gas offices;

(c) Prevent approach of the public;

(d) Prevent smoking or naked flame;

(e) assist in safeguarding the public as necessary or as requested by Police, Fire Service or British Gas;

(f) do not attempt to seal the leak or do anything to stop the escape.

14 All tree planting in the vicinity of High Pressure pipelines is to be agreed, but generally the restrictions will be in accordance with Tree Planting Restrictions on Pipelines dated 8th July 1976.

15 Attention is drawn to the fact that there may be low and medium pressure gas mains in the area covered by the works apart from the pipelines above mentioned. The location of these should be obtained from the local British Gas office.

16 The British Gas pipelines are the responsibility of:

Plant Protection

National Grid PLC

Block 1, Floor 2

Brick Kiln Street

Hinckley

Leicestershire

LE10 0NA Email: plantprotection@uk.ngrid.com

Tel: 0800 688 588

Note: All construction works should comply with the British Gas Code of Practice BGC/PS/SSW2.

**4 Drainage**

United Utilities

The records show that there are no public sewers present with the site boundary.

**5 Telecommunications (1)**

British Telecommunications plc

1 Before commencing any work or moving service plant or equipment over any portion of the site, the Contractor shall confirm details of British Telecommunications plc (British Telecom) underground plant within the site with the appropriate General Manager.

2 Where such details show that the Contractor’s works or the movement of plant or equipment may endanger British Telecom plant, the Contractor must give the General Manager at least one week’s notice of the date on which it is intended to commence such work or movement of plant and equipment. The presence of buried plant can then be indicated by markers supplied by British Telecom and placed by the Contractor under the supervision of a British Telecom representative. The Contractor shall ensure that British Telecom plant is protected from damage.

3 In the event of a British Telecom marker being disturbed, for any reason, it shall not be replaced, other than in the exact position and to its former depth, unless the re-positioning is carried out at the direction of a British Telecom representative.

4 Where trench excavations are to take place close to British Telecom plant, complete shuttering is essential to prevent movement of British Telecom plant. At least two working days before the shuttering is removed, the Contractor must contact British Telecom (ring operator and ask for “Free phone 111”) to arrange for a Plant Protection Officer to visit the site.

5 The above requirements do not relieve the Contractor of any of his obligations under the Contract.

Raising of British Telecom footway frames and covers

1 British Telecom must be notified of the date when work is to commence.

2 The Contractor shall be responsible for the implementation, observance and performance by himself, his Subcontractors, his agents and their servants, of all safety precautions which are as follows:

(a) any necessary test for the presence of gas;

(b) compliance with the booklet *Recommendations on the avoidance of danger from underground electricity cables* published by the National Joint Utilities Group except that the use of cable locators before excavating shall be mandatory;

(c) provision and maintenance of all lights, guards, fencing, and supervision, when and where necessary, as required by the British Telecom Supervising Officer or by any competent Statutory or other authority;

(d) observance and implementation of the Factories Act 1961 and Construction Regulations made thereunder or relating thereto.

3 Any information or instruction which may be provided or given by any British Telecom servant shall in no way relieve the Contractor of his responsibility to protect and safeguard against injury to person or loss of property, etc.

4 Use correct keys for lifting covers to avoid damage to keyholes.

5 Frames and covers in footways or driveways are to be adjusted in accordance with British Telecom Specification Ln139.

6 British Telecom reserves the right to condemn any of its existing covers and arrange for new ones to be fitted in lieu.

7 If any cables are damaged, or suspected of being damaged, British Telecom must be informed immediately (ring operator and ask for “Freephone 111”).

8 On completion of the work any debris which has fallen into the chamber must be cleaned out.

9 British Telecom reserves the right to inspect and condemn any unsatisfactory work.

10 The Contractor shall have posted at the site office the name and address of a responsible representative who can be contacted in case of an emergency.

**6 Telecommunications (2)**

**Special Requirements Relating To The External Plant Network Of Cable And Wireless Communications plc.**

1 Scope

This document sets out the special requirements relating to Cable and Wireless Communications plc (C&WC) plant and the action to be taken by other parties prior to the commencement of and during work, when the work is in the vicinity of C&WC plant.

This document was previously issued as Mercury Technical Specification T 0231.

2 Definitions

(a) CABLE means any polythene, lead or steel sheath containing metallic wire or optical fibres.

(b) DUCT LINE means the line of either a single duct, or multiple ducts, including jointing chambers.

(c) DUCT NEST means a multiple formation of ducts.

(d) DUCT WAY means any single duct whether on its own or within a duct nest.

(e) JOINTING CHAMBER means any construction (usually brick or concrete) giving access to C&WC duct and/or cables.

(f) C&WC PLANT means any items defined in paragraphs 2(a),(b),(c),(d) and (e) of these requirements.

(g) C&WC REPRESENTATIVE means the person appointed by C&WC to act on C&WC’s behalf.

(h) THE CONTRACTOR means the person or company employed by other parties to carry out work on their behalf.

(i) THE EMPLOYER means the person, utility or other operator employing the contractor.

(j) OTHER PARTIES means the employees and/or contractors or bodies, other than C&WC, who are authorised to carry out the various works.

(k) SITE means the area of, and in the vicinity of, the various works.

(l) WORK OPERATIONS means the working or movement of plant or equipment on site.

(m) DEPTH OF COVER means the distance from the surface to the top of C&WC plant.

3 Plant Enquiries And Damage Reports

3.1 Plant enquiries:

Telephone: 01454 662881

Email: OSM.enquiries@atkinsglobal.com

Cable and Wireless

Atkins OSM Plant Enquiries Team  
PO Box 290  
The Hub  
500 Park Avenue

Aztec West

Almondsbury. Bristol

BS32 4RZ

**7 Water Mains**

**United Utilities Water Ltd**

1 On request United Utilities Water Ltd (United Utilities Water) will give approximate locations of mains according to records. These records do not normally show the positions of service pipes from the mains to properties nor are they necessarily accurate or complete. No person or company shall be relieved from liability for damage caused by reason of the actual positions and/or depths being different from those shown on the plan. Any special requirements relative to United Utilities Water plant will be indicated. United Utilities Water staff will visit any site at reasonable notice to assist in the location of water plant and advise any precautions that may be required to obviate any damage.

2 In order to achieve safe working conditions to any apparatus the following should be observed:

(a) All water apparatus should be located by hand digging prior to the use of mechanical excavation.

(b) During construction work where heavy plant may have to cross the line of a water main, and the main is not under a carriageway of adequate standard of construction, crossing points should be suitably reinforced with sleepers, steel plates or a specially constructed reinforced concrete raft as necessary. These crossing points should be clearly indicated, and crossing the line of the water main at other places should be prevented. United Utilities Water staff will advise on the type of reinforcement necessary. This is particularly important on agricultural or open land, where tilling or erosion may have significantly reduced the original cover.

(c) No explosives are to be used within 32 metres of any United Utilities Water pipe without prior consultation with United Utilities Water.

(d) Where it is proposed to carry out piling within 15 metres of any pipe, United Utilities Water should be consulted so that affected pipes may be surveyed.

3 (i) Where excavation of trenches adjacent to any pipe affects its support, the pipe must be supported to the satisfaction of United Utilities Water.

(ii) Where a trench is excavated across, or parallel to, the line of the pipe, the backfill should be adequately compacted to prevent any settlement which could subsequently cause damage to the main. In special cases it may be necessary to provide permanent support to a pipe which has been exposed over the length of the excavation before backfilling and reinstatement is carried out. There should be no concrete backfilling in contact with the pipe.

4 No apparatus should be laid over and along the line of a water pipe irrespective of clearance. A minimum clearance of 450 millimetres should be allowed between any plant being installed and an existing pipe, to facilitate repair, whether the adjacent plant be parallel to or crossing the water pipe. No manhole or chamber shall be built over or around a pipe.

5 Where a United Utilities Water pipe is coated with special wrapping and is damaged, even to a minor extent, United Utilities Water must be notified, leaving the trench open for ready access so that repairs can be made. In case of any material damage to the pipe itself causing leakage, or weakening of the mechanical strength of the pipe, the necessary remedial work will be charged.

1. If leakage is caused by a contractor or Subcontractor, the relevant United Utilities Water office must be informed.

**ANNEX B : CERTIFICATES**

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Part I Payment Certificate

Part II Completion Certificate

Part III Defects Certificate

## ANNEX B

## ANNEX B

## PART II

## Certificate Seq.No. ……………..

## COMPLETION CERTIFICATE

Form of Completion Certificate to be used by the *Project Manager* when the workshave been completed in accordance with Clause 30.2.

1. We certify that:

\*(a) The whole of the works were completed in accordance with the Contract on ..............................;

\*(b) The *Employer* has elected to use those parts of the works set out below in accordance with Clause 35.3 as from……………………

\*Delete as required

*Works* defined in 1.b) are:

Signed: ....................………...  
Project Manager

Name: ......................………...

Date: .......................………....

## ANNEX B

## PART III

## Certificate Seq. No. ……………..

## DEFECTS CERTIFICATE

Form of Certificate to be used by the *Supervisor* for the satisfactory completion of the defects period as required by Clause 43.2.

1. We certify that the *Contractor* has complied with its obligations in accordance with the contract.

[identify works subject of this Certificate]

Signed: ...................………......  
*Supervisor*

Name: ....................………......

Date: ....................………........

# ANNEX C : LIST OF ADJUDICATORS

*[include three names, addresses and telephone numbers]*

*Note: if an adjudicator is required it will be selected by mutual agreement of the parties to the contract or failing such agreement shall be nominated by the President of Institution of Civil Engineers or in his absence or unavailability his deputy or nominee.*

# ANNEX D : AGREEMENT APPOINTING ADJUDICATOR

ADJUDICATOR’S APPOINTMENT (2)

THIS AGREEMENT is made on the ………………… day of …………………………..

BETWEEN:

1. ……………………………………………………………

of …………………………………………………………

(the referring Party)

1. ……………………………………………………………

of ……………………….………………………………..

(the other Party)

(together called the Parties) and

1. ……………………………………………………………

of …………………………………………………

(the Adjudicator).

A dispute has arisen between the Parties under a Contract between them dated ……………. In connection with ……………………………………….

This dispute has been referred to adjudication in accordance with the CIC Model Adjudication Procedure (the Procedure) and Option Clause W2 of the Contract and the Adjudicator has been requested to act.

IT IS AGREED that:

1 The rights and obligations of the Adjudicator and the Parties shall be set out in this Agreement.

2 The Adjudicator confirms that he is independent of the Parties, and undertakes to use reasonable endeavours to remain so, and that he shall exercise his task in an impartial manner. He shall promptly inform the Parties of any facts or circumstances which may cause him to cease to be so independent.

3 The Adjudicator agrees to adjudicate the dispute in accordance with the Procedure.

4 Any information concerning the Contract obtained either by the Adjudicator or any person advising or aiding him is confidential, and shall not be used or disclosed by the Adjudicator or any such person except for the purposes of this Agreement.

5 The Parties agree jointly and severally to pay the Adjudicator’s fees and expenses as set out in the attached schedule and in accordance with the Procedure.

6 The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator, unless the act or omissions is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.

1. This Agreement shall be interpreted in accordance with the law of England and Wales.

Schedule

1. The Adjudicator shall be paid £…….. per hour in respect of all time spent on the adjudication.

2. The Adjudicator shall be reimbursed the cost of legal or technical advice obtained in accordance with the Procedure and other extraordinary expenses necessarily incurred.

3. The Adjudicator is/is not\* currently registered for VAT. There the Adjudicator is registered for VAT, it shall be charged additionally in accordance with the rates current at the date of the work done.

Signed on behalf of the referring Party

…………………………………………………………………………

Signed on behalf of the other Party

…………………………………………………………………………

Signed on behalf of the Adjudicator

…………………………………………………………………………

\*Delete as necessary

# ANNEX E : RISK REGISTER

The following considerations will be included in the Risk Register but do not constitute a complete list of risks associated with this work:

Risks Identified:-

- Risk of falling from height;

- Risk of contact with damaged electric cables;

- Risk of contact/inhalation of hazardous substances (detergent, paint);

- Risk of debris falling on to live carriageway;

- Risk of being hit by live traffic;

- Risk of Handling and disposal of sharps.

**Risk Reduction Measures:-**

- Refer to document entitled ‘Designer's Hazard Checklist and Elimination Schedule’

Detailed Methods Statements to be produced and agreed prior to any work commencing.

**All sections which require completion by the Tenderer must be completed. Any section not completed by the Tenderer shall immediately disqualify the submitted Tender.**

**King Street Footbridge Refurbishment - Surfacing**

# CONTRACT DATA PART TWO DATA PROVIDED BY THE CONTRACTOR

in respect of the Institution of Civil Engineers’

Engineering and Construction Contract

(THIRD Edition 2013)

**Note to Tenderers**

Tenderers are expected to practice an “open book” approach when completing and returning this document. For example, details requested for labour rates should reflect actual rates paid to employees. The fee percentage includes profit and overheads such as head office support costs. We may request a letter from the successful Tenderer’s auditor certifying the rationale of the proposed fee and accuracy of rates and salaries paid to employees before awarding the contract.

Generic terms are used in this document such as “Senior Engineer”, “Site Engineer”, etc. Tenderers should exercise discretion in matching their own employees and titles to suit these descriptions for a particular project. No spaces requiring information should be left blank or marked “N/A”, “nil”, “-“, “0” or “included” but shown in actual rates, percentage figures and details used by the tenderer for pricing contracts. Failure to observe this requirement may lead to rejection of the tender. The original copy, completed in ink, must be returned with tender submissions.

**Tenderer’s Name**

*[insert address]*

## CONTRACT DATA

## Part Two – Data provided by *Contractor*

* The Contractor is:

Name

Address

* The direct *fee percentage* is %.
* *The subcontracted fee percentage is* %.
* The *working areas* are the Site and
* The key people are

(1) Name

Job

Responsibilities

Qualifications

Experience

(2) Name

Job

Responsibilities

Qualifications

Experience

* The following matters will be included in the Risk Register

* The programme identified in the Contract Data is
* The completion *d*a*te* for the whole works is
* The Activity Schedule is detailed in VOLUME No 3
* The tendered total of the Prices is in the FORM OF TENDER (refer to document entitled, “Invitation To Tender For King Street Footbridge Refurbishment - Surfacing”.
* Our proposed names of Subcontractors, their experience and qualifications, and areas of work envisaged are given in Annex A. *[Note: include one Subcontractor only for each area of work.]*
* Details of our insurance policies held or proposed to meet the full requirements of this contract are given in Annex B.
* We confirm our agreement to using the “short Schedule of Cost Components to assess compensation events for this contract.

**DATA FOR THE SHORTER SCHEDULE OF COST COMPONENTS**

* The percentage for people overheads is %
* The published list of Equipment is the last edition of the list published by The Civil Engineering Contractors Association.
* The percentage for adjustment for Equipment in the published list is % (state plus or minus).
* The rate for other Equipment are:

Equipment size or capacity rate

**ANNEX A**

## NAMED SUBCONTRACTORS

**Qualifications and experience of proposed subcontractors / suppliers:**

|  |  |  |
| --- | --- | --- |
| **Area of Work** | **Name of Subcontractor** | Experience and Qualifications |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

*[note: include one subcontractor only for each area of work.]*

**ANNEX B**

DETAILS OF CONTRACTOR’S INSURANCE POLICIES