

SCHEDULE 7

Non-Core Services

1. PART 1 - GENERAL

1.1 The Authority may require the Service Provider to carry out the following Non-Core Services, in accordance with the provisions of this Schedule 7:

1.1.1 the Inspection Services;

1.1.2 the Call-Off Services;

1.1.3 the Non-Core Scheme Design Services; and

1.1.4 the Non-Core Scheme Construction Services.

1.2 If the Service Provider does not:

1.2.1 respond to any notice requesting Inspection Services in accordance with paragraph 2.3;

1.2.2 carry out the Inspection Services pursuant to paragraph 2.6 or the Emergency Inspection Services pursuant to paragraph 2.8;

1.2.3 respond to a Call-Off Services Request Form in accordance with paragraph 3.3;

1.2.4 implement the Call-Off Service within the period set out in paragraph 3.7 pursuant to paragraph 3.8,

then the Unitary Charge shall be abated at the rate of the Agreed Non-Core Services Abatement for every day that such action has not been carried out by the Service Provider until such action is carried out.

1.3 The prices contained within:

1.3.1 Appendix 1 Part A, B and D shall be adjusted on the 1 April in each year following the Planned Service Commencement Date in accordance with the calculation set out below

$$\text{Adjusted Rate} = \text{Rate} \times \text{allocated Composite Index}$$

(the “**Non Core Services Indexation Calculation**”)

Where:

The Rate is the value as contained in the column titled Rate in the Table in Appendix Part A, B and D of this Schedule 7.

Each **Composite Index** is calculated annually as follows:

$$\text{Composite Index}_n = \sum_I \left(\left(\frac{\text{current PAFI}}{\text{base PAFI}} \right) \times \text{Weighting} \right)$$

Where:

The **base PAFI** is the value of the Price Adjustment Formula Index most recently published for the month of January immediately preceding the Planned Service Commencement Date;

The **current PAFI** is the value of the Price Adjustment Formula Index most recently published for the month of January immediately preceding the start of each Contract Year;

The **Weighting** is that allocated to the relevant Composite Index as detailed in Appendix 7 Part A of this Schedule 7; and

I being each PAFI allocated to the relevant Composite Index as contained in Appendix 7 Part A of this Schedule 7; and

- 1.3.2 Appendix 2 and any figures set out in the form of Design Conditions and form of Works Conditions (excluding any figures set out in any Design Conditions or any Works Conditions which have been executed at the date of such Indexation) shall be Indexed on the 1 April in each year following the Planned Service Commencement Date.
- 1.4 The Service Provider shall make no additional charge to the Authority for complying with the provisions of this Schedule in respect of the processing or managing of any Non-Core Service.
- 1.5 The Service Provider shall keep a record of all Non-Core Services (both completed and outstanding) and shall provide the Authority with such records whenever reasonably required by the Authority.

- 1.6 The Parties hereby agree that the provisions of the Contract shall not be generally applicable to the carrying out of any Non-Core Service save for the following provisions:

Clause 1 (*Interpretation, Construction and Priority of Documents*), Clause 2 (*Duration of Contract*), Clause 10 (*Traffic Management*), Clause 11 (*NRSWA*), Clause 12 (*Authority Access*), Clause 14 (*Exercising Powers*), Clause 15 (*Ownership of and Access to the Project Network*), Clause 16 (*Necessary Consents*), Clause 18 (*Use and Disposal of the Project Network*), Clause 19 (*Security of Project Facilities*), Clauses 33 (*Representatives*) to 37 (*Health and Safety*) inclusive, Clause 41 (*Non-Core Services*), Clause 50 (*Accrual and De-Accrual of Project Network Parts*), Clause 51 (*Amendments to the Method Statements*), Clause 52 (*Changes to the Service*), Clause 56 (*Payment and Financial Matters*), Clauses 62 (*Value Added Tax*) to 64 (*Financial Adjustments*) inclusive, Clause 66 (*Indemnity*), Clauses 82 (*Dispute Resolution Procedure*) to Clause 84 (*Intellectual Property Rights*) inclusive, Clause 88 (*Compliance with Legislation*), Clauses 89 (*Confidentiality*) to 104 (*Service Provider Records*) inclusive, Clause 106 (*Severability*), Clause 109 (*Third Party Rights*), Clause 110 (*Waiver*), Clause 112.1 (*English Law*), Schedule 1 (*Definitions*), Schedule 2 (*Output Specification*), and Schedule 3 (*Method Statements*),

together with any other Clauses and Schedules necessary to give effect to such provisions, and then, only to the extent required for the provision of the Non-Core Services described in this Schedule 7.

2. PART 2 - INSPECTION SERVICES

- 2.1 The Service Provider shall carry out any Inspection Services required by the Authority pursuant to this Part 2, provided that Maintainability Assessments shall not be considered to be Inspection Services and the provisions of Paragraph 2 of Schedule 19 (*Accrual and De-Accrual of Project Network Parts*) shall prevail.

- 2.2 Subject to paragraph 2.8, the Authority shall notify the Service Provider in writing no less than ten (10) Business Days prior to any date on which it wishes the Service Provider to carry out any Inspection Services, such written notice to include (as applicable):

2.2.1 the date or dates on which the Inspection Services are to be carried out;

2.2.2 the location of the scheme which the Service Provider is required to inspect;

- 2.2.3 details of the Inspection Services that the Authority requires the Service Provider to undertake in respect of the scheme;
 - 2.2.4 details of whether the scheme has been carried out or is being carried out under a Section 38 Agreement, a Section 278 Agreement or a Section 106 Agreement, including a copy of the relevant agreement relating to the scheme;
 - 2.2.5 details of the identity of the developer who has carried out or is carrying out the scheme; and
 - 2.2.6 any other detail which the Authority wishes to provide.
- 2.3 The Service Provider shall respond to the Authority's written notice under paragraph 2.2 above within three (3) Business Days of receipt with the following information:
- 2.3.1 a quote of the period of time in hours that it will take the Service Provider to carry out the Inspection Services; and
 - 2.3.2 a calculation of the fee that the Service Provider will charge for the amount of hours proposed under paragraph 2.3.1 above in accordance with the rates set out in Appendix 2 to this Schedule 7.
- 2.4 The Authority shall respond to the Service Provider's quote within two (2) Business Days of receipt of the quote under paragraph 2.3 above, by:
- 2.4.1 accepting the Service Provider's quote in full;
 - 2.4.2 withdrawing the notice to carry out Inspection Services; or
 - 2.4.3 disputing the Service Provider's quote in full or in part and suggesting alterations to the quote which would be acceptable to the Authority.
- 2.5 Where the Authority has responded to the Service Provider under paragraph 2.4.3 above, the Service Provider shall respond to the Authority within two (2) Business Days, either accepting or rejecting the Authority's proposed altered quote. In the event that the proposed altered quote is rejected, the Authority may withdraw the notice to carry out Inspection Services or may refer the matter to Dispute Resolution.

- 2.6 The Service Provider shall carry out the Inspection Services at the relevant location on the date or dates notified to it by the Authority in the written notice provided to it under paragraph 2.2, unless the notice to carry out Inspection Services has been withdrawn pursuant to paragraphs 2.4.2 or 2.5, provided that the Authority shall have (where applicable) carried out its obligations pursuant to paragraph 2.7 below.
- 2.7 The Authority undertakes to include within each of its Section 38 Agreements, Section 278 Agreements and Section 106 Agreements an obligation for the relevant developer to allow the Service Provider to access the land comprised within the scheme in order to carry out the Inspection Services.
- 2.8 If the Authority requires the Inspection Services to be carried out within ten (10) Business Days (but no fewer than two (2) Business Days) of the service of its notice under paragraph 2.2 (the “**Emergency Inspection Services**”), then the Service Provider shall carry out the Emergency Inspection Services on the date specified by the Authority within the notice, using Personnel that the Service Provider considers (acting reasonably) has the appropriate skills and experience to carry out such Emergency Inspection Services, and the Service Provider shall be entitled to invoice the Authority for the amount of hours spent on carrying out the Emergency Inspection Services in accordance with the rates set out in the Catalogue, provided that such invoice is evidenced by a timesheet showing the amount of hours spent by all Personnel on carrying out the Emergency Inspection Services.
- 2.9 Following the implementation or carrying out of any Inspection Services or Emergency Inspection Services, the Service Provider shall produce an inspection report following each inspection as part of the Inspection Services, detailing the results of the inspection and/or the information that was required by the Authority as set out in its notice under paragraph 2.2, within the timescale specified by the Authority in its original instruction, or if not specified, no later than (2) two Business Days following the inspection and, the Service Provider shall include the amount for any Inspection Services agreed pursuant to paragraphs 2.4 or 2.5 or the amount for any Emergency Inspection Services incurred and evidenced pursuant to paragraph 2.8 within the next Draft Monthly Payment Report following completion of the relevant Inspection Services and the Authority shall pay such agreed amounts in accordance with paragraph 2.10.
- 2.10 No adjustment of the Unitary Charge shall be made as a result of any Inspection Services unless agreed between the Parties, and unless an adjustment to the Unitary Charge is to be made, the Authority shall pay the Service Provider the amount for carrying out the Inspection

Services in response to the invoice calculated in accordance with paragraph 2.9 and submitted by the Service Provider pursuant to Clause 56 (*Payment and Financial Matters*). Where it is agreed between the Parties that an adjustment of the Unitary Charge is required, the Base Case shall be adjusted to give effect to such Inspection Services once as at the end of each Contract Year, and all relevant Inspection Services that have occurred in that Contract Year shall be aggregated together into a single cumulative adjustment in accordance with Clause 64 (*Financial Adjustments*).

3. PART 3 - CALL-OFF SERVICES

Notification and Specification

- 3.1 The Service Provider shall carry out any Call-Off Service in accordance with this Part 3 which is required by the Authority pursuant to this Part 3.
- 3.2 If a Call-Off Service is required by the Authority, it shall submit to the Service Provider a Call-Off Services Request Form.
- 3.2A The Service Provider shall comply with the provisions of the CDM Regulations when carrying out each Call-Off Service.

Service Provider Response

- 3.3 Within five (5) Business Days of receipt of the Call-Off Services Request Form, the Service Provider shall in writing either:
 - 3.3.1 where the Call-Off Service is set out in the Catalogue, confirm the cost of carrying out the Call-Off Service which shall not exceed the price specified in the Catalogue; or
 - 3.3.2 where the Call-Off Service is not set out in the Catalogue, provide a fixed price for carrying out the Call-Off Service which shall be calculated in accordance with paragraph 3.4,

together with details of a period of time (where relevant) for carrying out or completing such Call-Off Service.

3.4 The cost of implementing any Call-Off Service which is not set out in the Catalogue shall be calculated on the basis that:

3.4.1 wherever practicable the Service Provider shall procure that such service are carried out by an existing suitably qualified employee of an existing Sub-Contractor and that the labour element in respect of carrying out such Call-Off Service is calculated in accordance with the Day Works Rates. Where the Call-Off Service cannot be carried out by an existing suitably qualified employee of an existing Sub-Contractor, the cost of the labour element shall be in accordance with rates which are fair and reasonable;

3.4.2 the materials element shall be charged at the cost of materials to the existing Sub-Contractor carrying out the work (net of all discounts) and there shall be no management fee, margin, overhead, contingency or other cost applied to such costs,

and, once the Parties have agreed a price for such Call-Off Service, the Parties shall consider (acting reasonably) whether to include such price within the Catalogue at such point in time.

3.5 The Authority shall, within five (5) Business Days of receipt, either:

3.5.1 accept the Service Provider's response given pursuant to paragraph 3.3; or

3.5.2 object in writing to the Service Provider's response given pursuant to paragraph 3.3, and in such circumstances the Parties shall act reasonably to agree, as soon as practicable, how the Call-Off Service is to be priced and/or implemented.

3.6 If the Parties cannot agree the price for or period of time for carrying out the Call-Off Service, the Authority may refer the matter to the Dispute Resolution Procedure or may withdraw the Call-Off Service Request Form.

Implementation

3.7 If the Authority has accepted, pursuant to paragraph 3.5.1, the Service Provider's response given pursuant to paragraph 3.3, the Service Provider shall, within ten (10) Business Days of receipt of the Call-Off Services Request Form proceed to implement the required Call-Off Service within the timescales specified in the Call-Off Services Request Form. Where no timescale is specified in the Call-Off Services Request Form, the Service Provider shall

implement the required Call-Off Services within fifteen (15) Business Days of receipt of the Call-Off Services Request Form or such other period as is agreed between the Parties.

- 3.8 The Service Provider shall implement the required Call-Off Service so as to minimise any inconvenience to the Authority and shall notify the Authority when it believes the Call-Off Service has been completed.
- 3.9 Any dispute pursuant to this Part 3 may be referred by either Party to Dispute Resolution, provided that the Service Provider shall, where such dispute concerns the cost of the Call-Off Service and if instructed so to do by the Authority, carry out or implement the Call-Off Service within the prescribed timescales notwithstanding the dispute.
- 3.10 Where the Service Provider has either:
- 3.10.1 failed to provide a response pursuant to paragraph 3.3 within fifteen (15) Business Days of the date of the Call-Off Services Request Form; or
 - 3.10.2 provided a response pursuant to paragraph 3.3 but has failed to fully carry out or implement the Call-Off Service within ten (10) Business Days of the date that has been determined and agreed in accordance with paragraph 3.7 as being the date on which the Call-Off Service should have been implemented (unless a longer period has been agreed between the Parties),

then the Authority may notify the Service Provider that the Call-Off Services Request Form is withdrawn.

Payment

- 3.11 Following the implementation or carrying out of a Call-Off Service, the Service Provider shall include the agreed amount for any Call-Off Service within the next Draft Monthly Payment Report following completion of the relevant Call-Off Service and the Authority shall pay such agreed amount in accordance with paragraph 3.12.
- 3.12 No adjustment of the Unitary Charge shall be made as a result of any Call-Off Service unless agreed between the Parties, and unless an adjustment to the Unitary Charge is to be made, the Authority shall pay the Service Provider the agreed amount for carrying out the Call-Off Service in response to the invoice submitted by the Service Provider pursuant to Clause 56 (*Payment and Financial Matters*). Where it is agreed between the Parties that an adjustment of the Unitary Charge is required, the Base Case shall be adjusted to give effect to such

Call-Off Services once as at the end of each Contract Year, and all relevant Call-Off Services that have occurred in that Contract Year shall be aggregated together into a single cumulative adjustment in accordance with Clause 64 (*Financial Adjustments*).

Update of Catalogue

- 3.13 During the three (3) Months prior to the seventh, thirteenth and nineteenth anniversary of the date of this Contract, the Parties shall review the Catalogue with the intention of:
- 3.13.1 including in the Catalogue unit prices for any Call-Off Service which the Parties anticipate could occur during the life of the Project;
 - 3.13.2 including time periods (where applicable) for the carrying out of any Call-Off Service;
 - 3.13.3 reviewing the unit prices for each Call-Off Service to ensure that the unit rates continue to provide value for money with reference to prices prevailing for similar items in the market at the time;
 - 3.13.4 reviewing any labour rates included in the Catalogue with reference to prices prevailing for similar labour in the market at the time; and
 - 3.13.5 taking account of any Call-Off Services which took place during the previous three (3) Contract Years and which may occur again and should properly be included in the Catalogue which have not already been included pursuant to paragraph 3.14.
- 3.14 No later than the beginning of March of each relevant Contract Year, the Service Provider shall submit to the Authority any amendments or additions to the Catalogue as required by the Authority or agreed by the Parties pursuant to paragraph 3.13 together with evidence that the unit pricing set out in the Catalogue (or proposed amendment to the Catalogue) offers the Authority value for money.
- 3.15 The Parties shall meet and endeavour, in good faith, to agree any amendments to the Catalogue. Any dispute may be referred to Dispute Resolution and any price determined as providing good value for money with reference to prices prevailing for similar items in the market at the time of determination shall be included in the Catalogue.

3.16 No later than the end of March of each relevant Contract Year, the Service Provider shall issue to the Authority an updated Catalogue which shall set out the agreed and/or determined amendments and such shall constitute the Catalogue for the purposes of this Contract.

4. PART 4 - NON-CORE SCHEME DESIGN SERVICES

4.1 The Service Provider shall carry out any Non-Core Scheme Design Services in accordance with this Part 4 required by the Authority pursuant to this Part 4.

Work Stage Instruction

4.2 If the Authority requires any Non-Core Scheme Design Services, it shall provide the Service Provider with an instruction in respect of the relevant Work Stage (or Work Stages) that it requires the Service Provider to undertake, setting out the elements of the Work Stage to be carried out (whether all elements or part only of the elements within the relevant Work Stage) in respect of any Non-Core Scheme, and the instruction shall contain all information which the Authority considers (acting reasonably) to be necessary to enable the Service Provider to carry out the relevant Work Stage ("**Design Scope**").

4.3 The Design Scope shall specify the type or part of the Non-Core Scheme Design Service required, including the Authority's requirements with regard to timescale for delivery of the Non-Core Scheme Design Service, and setting out the basis of payment for such Non-Core Scheme Design Service as determined in accordance with paragraphs 4.6 to 4.8 inclusive. For the avoidance of doubt, the timescale for delivery of the Non-Core Scheme Design Service as set out by the Authority may encompass any number of separate dates or times for the provision of the Non-Core Scheme Design Service or any part thereof. Should the Service Provider be of the opinion that any such timescale is unreasonable it shall have a right of reasonable objection provided that this right is exercised no less than five (5) Business Days from the date of receipt of the Design Scope. If, following receipt of the Service Provider's objection, the Parties are unable to agree such timescale the matter shall be referred to the Dispute Resolution Procedure.

4.4 Within six (6) Business Days of receipt of the Design Scope by the Service Provider or (where applicable) the resolution of any objection raised by the Service Provider pursuant to paragraph 4.3, the Authority shall issue a contract in duplicate to the Service Provider based on the use of the conditions of:

4.4.1 the NEC Professional Services Contract Option A for the commissioning of a single Work Stage on a Percentage Fee basis;

4.4.2 the NEC Professional Services Contract Option E for the commissioning of a single Work Stage on an Hourly Rates basis; or

4.4.3 the NEC Professional Services Contract Option G for the commissioning of a number of Work Stages in respect of one Non-Core Scheme or a number of Non-Core Schemes (on an Hourly Rates basis, a Percentage Fees basis or a combination of the two) within one contract,

such contract to be in the standard format for such contract, as amended by the relevant schedule of amendments provided in Appendix 5 to this Schedule 7, except where any amendments to such format have been agreed between the Parties (except where such amendments to such format have been agreed between the Parties) ("**Design Conditions**"), and:

4.4.4 the Authority shall complete the appropriate contract data within the Design Conditions prior to issuing the relevant Design Conditions, which shall include the Design Scope as the scope of the Non-Core Scheme Design Services required;

4.4.5 within ten (10) Business Days of receipt of the appropriate Design Conditions the Service Provider shall complete its own contract data within the Design Conditions in accordance with the data agreed with the Authority (or where such data has not previously been agreed with the Authority, the Service Provider shall act reasonably as to such content) and shall sign and return both copies of the Design Conditions to the Authority;

4.4.6 provided that the Service Provider has complied with paragraph 4.4.5, the Authority shall execute both copies of the Design Conditions and return one copy to the Service Provider; and

4.4.7 following execution of the Design Conditions by the Authority, this shall constitute the entirety of the terms of the instruction in relation to the Non-Core Scheme Design Services (the “**Design Instruction**”) which shall be a separate binding contract between the Authority and the Service Provider, and the Service Provider shall carry out the Non-Core Scheme Design Services required within the Design Instruction.

4.5 The Parties acknowledge and agree that completion of the Non-Core Scheme Design Services by the Service Provider shall not guarantee (or in any way ensure or imply) that the Service Provider shall be asked to carry out further Work Stages within the relevant Non-Core Scheme or to carry out any of the Non-Core Scheme Construction Services, and any further Work Stages that the Service Provider may be asked to complete may not be in respect of the Work Stage directly following any Work Stage which the Service Provider has already carried out pursuant to this Part 4. No approval of any designs or specifications, including the use of any such designs or specifications as part of the Non-Core Scheme Construction Services, produced by the Service Provider shall negate or diminish any duty or liability of the Service Provider arising under this Schedule 7 (*Non-Core Services*).

Calculation of Costs

4.6 The Parties acknowledge and agree that payments for Non-Core Services Design Services requested by the Authority shall be calculated as follows:

4.6.1 the Service Provider shall be paid on the following basis:

Work Stage A - Inception	- Hourly Rates
Work Stage B - Feasibility	- Hourly Rates
Work Stage C - Outline Proposals	- Hourly Rates
Work Stage DE - Scheme Design & Detail Design	- Percentage Fee
Work Stage FG - Specification & Bills of Quantities	- Percentage Fee
Work Stage HJ - Tender Action and Project Planning	- Percentage Fee
Work Stage K - Operations on Site	- Percentage Fee
Work Stage L - Completion	- Percentage Fee
Work Stage OS - Other Services	- Hourly Rates

provided that the Authority may at its absolute discretion determine that work for any of the Work Stages DE, FG, HJ, K or L shall be on the basis of the Hourly Rates;

4.6.2 where a Percentage Fee basis of payment is indicated for a particular Work Stage in paragraph 4.6.1, the Authority shall calculate the price for the Non-Core Scheme Design Services to be set out in the relevant Design Instruction on the basis set out in paragraphs (a) to (d) below:

- (a) For Work Stage DE - the most recent estimated cost of the Non-Core Scheme Construction Services to be commissioned, as contained within the report provided in Work Stage C9, or where no costs are available or no report has been drafted, upon an estimate by the Service Provider (acting reasonably) of the Non-Core Scheme Construction Services to be commissioned (and, where applicable, the Service Provider shall provide the current estimate of overall costs for the Non-Core Scheme Construction Services in order for such calculation to be carried out within five (5) Business Days of any request from the Authority);
- (b) For Work Stage FG – the estimate of the cost of the Non-Core Scheme Construction Services produced as a result of Work Stage DE;
- (c) For Work Stage HJ - the estimate of the cost of the Non-Core Scheme Construction Services produced as a result of Work Stage FG; and
- (d) For Work Stages K and L - the fixed price lump sum for the Non-Core Scheme Construction Services as determined in accordance with paragraph 4.9;

4.6.2A For any Work Stage that the Authority instructs which is to be paid for by Hourly Rates, the Service Provider shall, within five (5) Business Days of receipt of the instruction (and in any event, prior to the Parties entering into the Design

Instruction), provide a cost plan setting out the amount of hours and overall charge that the Service Provider anticipates will be incurred in fulfilling that Work Stage;

4.6.3 the Hourly Rates, Percentage Adjustments and Percentage Fees referred to in this paragraph 4.6 of Part 4 take account of all incidental costs and overheads required to fully complete the Non-Core Scheme Design Services, including:

- (a) office accommodation including maintenance;
- (b) office costs and expenses;
- (c) basic pay of Personnel and overtime premiums;
- (d) National Insurance;
- (e) pension and death benefit scheme costs;
- (f) non productive costs;
- (g) holiday costs including bank/public holidays;
- (h) sick pay;
- (i) training fees and costs;
- (j) severance pay and sundry costs;
- (k) secretarial, administration, accountancy and payroll costs;
- (l) expenses and disbursements of Personnel;
- (m) subsistence costs;
- (n) all required insurances;
- (o) bonuses, dividends and profits;
- (p) bought in and sub-contracted services excluding:
 - i) ground investigations, including material sampling, coring and trial pits;

- ii) structural investigations;
- iii) hydrological surveys;
- iv) drainage surveys;
- v) surveys to determine the location of equipment belonging to Statutory Undertakers and Licence Holders;
- vi) topographical surveys;
- vii) legal fees associated with any of the other services listed in this paragraph 4.6.3(p);
- viii) planning application fees;
- ix) building control fees;
- x) licence fees and third party fees (including possession booking);

and in the case of the excluded bought in and sub-contracted services listed at (i) – (vii) above, the provisions of paragraphs 4.6.5 and 4.6.6 shall apply;

- (q) professional body membership fees;
- (r) postage, delivery, facsimile and telephone costs;
- (s) printing, typing, reproduction and purchase of all documents, drawings, maps, records and photographs for the sole use of and retention by the Service Provider;
- (t) printing, typing and reproduction of sets of documents, drawings, maps, records and photographs to be provided to the Authority;
- (u) provision of microfilms;
- (v) cost of travelling including time spent;
- (w) time spent by all levels of staff on supervisory duties;
- (x) protective clothing;

- (y) consumables;
- (z) specialist and surveying equipment; and
- (aa) computer systems, software and all IT associated costs.

4.6.4 the graph to be used to calculate the applicable Percentage Fees to be paid to the Service Provider shall be the relevant graph relating to the level of Complexity of the Non-Core Scheme as noted by the Authority in the Design Scope, and shall also be the relevant graph for the work being carried out as instructed by the Authority (being bridge services, highway services or traffic services).

4.6.5 in the case of the excluded bought in and sub-contracted services listed under paragraph 4.6.3(p)(i)-(vi) above (the “**Non-Core Survey Services**”), where the Service Provider considers (acting reasonably) that there is a material chance that there is an underlying issue that would be revealed by the carrying out of one or more of the Non-Core Survey Services, which if such issue occurred would have a material effect on the Non-Core Scheme Design Services and/or the price for the Non-Core Scheme Construction Services, and the risk of such issue could be reduced or mitigated by the carrying out of such Non-Core Survey Services then the Service Provider shall notify the Authority that it wishes to carry out such Non-Core Survey Services, giving such details as the Authority may reasonably require about the nature and extent of the Non-Core Services which the Service Provider wishes to carry out and the Authority shall respond within five (5) Business Days to agree or dispute whether the requested Non-Core Survey Services are required;

4.6.6 where the Authority has agreed that the Non-Core Survey Services are required, the Service Provider shall:

4.6.6.1 advertise for the services in the manner most appropriate to the services (as determined by the Service Provider acting reasonably) to bring them to the attention of suitable providers and, obtain, as a minimum:

- (a) three (3) written quotations where the proposed contract value is less than or equal to the relevant value set out from time to time in Regulation 8 of the Public Contract Regulations 2006 (SI 2006/5); and

- (b) three (3) tenders where the proposed contract value is greater than the relevant value set out from time to time in Regulation 8 of the Public Contract Regulations 2006 (SI 2006/5);

4.6.6.2 in relation to paragraph 4.6.6.1(a):

- (a) where three (3) or more quotations have been received, select the quotation which offers the lowest price, or is the most economically advantageous where there are factors other than price that the Service Provider considers (acting reasonably) should be evaluated; or
- (b) where less than three quotations have been received, acquire Authority Approval in order to appoint the chosen contractor. Where Authority Approval is not given, the Service Provider shall re-advertise for the services pursuant to paragraph 4.6.6.1 but where, as a result of such re-advertisement, fewer than three (3) quotations are received, the Service Provider may select the quotation which offers the lowest price, or is the most economically advantageous where there are factors other than price that the Service Provider considers (acting reasonably) should be evaluated;

4.6.6.3 in relation to paragraph 4.6.6.1(b):

- (a) specify such tender requirements as the Service Provider considers appropriate (acting reasonably);
- (b) set such pre-qualification (where applicable) and award of contract evaluation criteria as the Service Provider considers appropriate (acting reasonably) (whether on the basis of the lowest price or the most economically advantageous tender);
- (c) notify the Authority of the tender requirements produced pursuant to paragraph 4.6.6.3(a) and the evaluation criteria produced pursuant to paragraph 4.6.6.3(b) and obtain Authority Approval for the same;
- (d) invite tenders on the basis of the tender requirements;

- (e) evaluate the tenderers on the basis of the pre-qualification criteria set by the Service Provider pursuant to paragraph 4.6.6.3(b) (where applicable) and evaluate the tenders received on the basis of the award of contract evaluation criteria set by the Service Provider pursuant to paragraph 4.6.6.3(b); and
 - (f) determine which compliant tender best meets the award of contract evaluation criteria set by the Service Provider pursuant to paragraph 4.6.6.3(b) and if a contract is awarded following such tender process, only award the contract to such tender (subject to paragraph 4.6.6.4 below), whilst at all times ensuring that the procurement for the services is in accordance with all relevant Legislation;
- 4.6.6.4 notify the Authority within five (5) Business Days of the determination by the Service Provider pursuant to paragraph 4.6.6.3(f), and include:
- (a) information regarding the number of tenders received;
 - (b) a copy of the Service Provider's tender evaluation, together with sufficient supporting information concerning the tender evaluation to enable the Authority to analyse and understand the basis for the Service Provider's determination. If the Authority does not agree with the Service Provider's determination, the Authority may, within ten (10) Business Days of being provided with the tender evaluation, Dispute such determination and, if the Parties do not resolve such Dispute within a further ten (10) Business Days, either Party may refer the Dispute to the Dispute Resolution Procedure. The Service Provider shall not notify any winning tenderer of their selection until such Dispute has been resolved pursuant to the Dispute Resolution Procedure;
- 4.6.6.5 where fewer than three quotations or tenders have been received pursuant to paragraph 4.6.6.3, select the contractor on the basis of the provisions set out in paragraph 4.6.6.3 but where the Authority does

not agree with the Service Provider's determination pursuant to paragraph 4.6.6.4, the Authority may:

- (a) re-advertise for the services in the manner most appropriate to the services to bring them to the attention of suitable providers and conduct any necessary procurement procedure, the cost of such advertising and procurement to be borne by the Service Provider; or
- (b) require the Service Provider to re-advertise for the services pursuant to the procedure set out at paragraph 4.6.6.3 above, with such amendments to any of the procedures previously used as the Authority shall (acting reasonably) determine; and

4.6.6.6 provide any prospective tenderer which is unsuccessful in being selected with an explanation of the reason behind its non-selection, if so requested by the tenderer in question, and the Service Provider shall be entitled to include the costs of any services procured pursuant to this paragraph 4.6.6, or any reasonably and properly incurred costs in relation to the fees set out in paragraphs 4.6.3(p)(vii)-(x) above, within the payment for the Non-Core Scheme Design Services pursuant to the terms of the Design Instruction.

4.7 In calculating any costing for any Non-Core Scheme Construction Services where such is required as part of a Design Scope at any of the Work Stages, the Schedule of Rates for the Non-Core Scheme Construction Services as set out in Appendix 1 Part B shall be applicable, adjusted in accordance with the Percentage Adjustments set out in Appendix 1 Part C to this Schedule 7, save in respect of the Preliminaries and Bespoke Items, in which case the provisions of paragraph 4.8 shall apply.

4.8 In calculating the costing for the Preliminaries and the Bespoke Items, the following principles shall apply:

4.8.1 where the Preliminaries and/or Bespoke Items are likely (as determined by the Service Provider (acting reasonably)) to involve the purchase or hire of any goods, supplies, plant or materials, the Service Provider shall produce a reasonable estimate based on the information available at the relevant Work Stage of the cost for the purchase or hire of such goods, supplies or materials

plus a maximum of [REDACTED] (representing the Service Provider's management fees, margin, overhead, contingency or other cost applied to such costs);

4.8.2 where the Preliminaries and/or Bespoke Items are likely (as determined by the Service Provider (acting reasonably)) to involve the provision of any additional labour not provided for within the rates set out in the Schedule of Rates, wherever practicable the Service Provider shall base their reasonable estimates of the labour costs on an assumption that the Service Provider shall procure such services from an existing suitably qualified employee of an existing Sub-Contractor and that the labour element in respect of carrying out such service is calculated in accordance with the Day Works Rates. Where the Service Provider considers (acting reasonably) that the Day Works Rates shall not apply, the cost of the labour element calculated by the Service Provider shall be in accordance with rates which are fair and reasonable;

provided that:

4.8.3 where any Preliminaries are due because of a requirement, as determined by the Service Provider (acting reasonably), for the Service Provider to work outside of normal working hours then the Service Provider shall be required to provide the Authority with an estimate of the elements of work that will be carried out outside of normal working hours (as the same is defined in paragraphs 4.8.3.1 to 4.8.3.3), and shall be entitled to apply an additional percentage of:

4.8.3.1 in respect of working at any time on a Saturday, [REDACTED];

4.8.3.2 in respect of working at any time on a Sunday or Bank Holiday, [REDACTED];
and

4.8.3.3 in respect of working at any time between the hours of 19:00 and 07:00 on a Business Day, [REDACTED],

to the rates set out in the Schedule of Rates in respect of such elements which the Service Provider has identified will be carried out during the days and/or times set out above in order to take account of working such out of normal working hours;

4.8.4 where the calculation of the costing for any Bespoke Items are carried out pursuant to any Design Instruction, such Bespoke Items shall be included within the Schedule of Rates for use in the future; and

4.8.5 the Service Provider shall ensure that open-book accounting is employed in relation to the Preliminaries and Bespoke Items and shall ensure that such is available for inspection by the Authority at its request,

and the Service Provider shall provide a breakdown of the calculation of any Bespoke Items and Preliminaries to such a level that would enable the Authority to be able to ascertain the basis of such calculation and shall provide such breakdown to the Authority as part of any estimate provided by the Service Provider pursuant to any Work Stage.

4.9 As a result of the calculation of the costing of the Non-Core Scheme Construction Services pursuant to any Work Stage in accordance with the provisions of paragraphs 4.6 to 4.8, the costing following Work Stage FG (unless Work Stage HJ is instructed by the Authority, in which case the costing following Work Stage HJ shall prevail) shall become a fixed price lump sum which shall then become the price for the Non-Core Scheme Construction Services for the purposes of any Works Scope (or for the Non-Core Scheme Design Services for the purposes of any Design Scope, where applicable) issued.

Payment

4.10 Payment for Non-Core Scheme Design Services shall be made in accordance with the provisions of the relevant Design Instruction. Within two (2) Business Days of the start of any Month in which the Service Provider will issue an invoice pursuant to any Design Instruction(s), the Service Provider shall provide a written summary to the Authority setting out the amounts that will be invoiced to the Authority and the references of the Design Instructions pursuant to which such invoices will be issued.

4.11 No adjustment of the Unitary Charge shall be made as a result of any Non-Core Scheme Design Services unless agreed between the Parties. Where it is agreed between the Parties that an adjustment of the Unitary Charge is required, the Base Case shall be adjusted to give effect to such Non-Core Scheme Design Services once as at the end of each Contract Year, and all relevant Non-Core Scheme Design Services that have occurred in that Contract Year shall be aggregated together into a single cumulative adjustment in accordance with Clause 64 (*Financial Adjustments*).

5. PART 5 - NON-CORE SCHEME CONSTRUCTION SERVICES

- 5.1 The Service Provider shall carry out any Non-Core Scheme Construction Services in accordance with this Part 5 required by the Authority pursuant to this Part 5.
- 5.2 Provided a Works Instruction has been given during the Term, all Non-Core Scheme Construction Services shall be carried out under such Works Instruction and the terms of this Schedule 7 shall remain in full force and effect as regards such Works Instruction.
- 5.3 During the Term, the Authority shall be entitled to seek to procure Non-Core Scheme Construction Services non-exclusively from the Service Provider in accordance with the provisions of this Schedule 7.
- 5.4 The Authority may continue to issue individual Works Instructions to the Service Provider at any time up to and including the Termination Date or Expiry Date (as applicable), which the Service Provider shall not refuse, providing any such Works Instruction is properly constituted within the terms of this Schedule 7.
- 5.5 In relation to any Non-Core Scheme Construction Services and each Works Instruction the following procedure will apply:
- 5.5.1 when the Authority proposes to carry out any Non-Core Scheme Construction Services it will notify the Service Provider of the same by issuing an instruction for the Service Provider to carry out the Non-Core Scheme Construction Services which shall include the following information:
- 5.5.1.1 any designs prepared by the Service Provider pursuant to Part 4 of this Schedule 7;
- 5.5.1.2 the fixed price lump sum for the Non-Core Scheme Construction Services submitted by the Service Provider pursuant to paragraph 4.9;
- 5.5.1.3 any bill of quantities that has been prepared by the Service Provider pursuant to Part 4 of this Schedule 7;
- 5.5.1.4 any works programme and activity schedule that has been prepared by the Service Provider pursuant to Part 4 of this Schedule 7,

(“**Works Scope**”) (provided that where any of the above information is not available or has not been provided by the Service Provider, either because the Service Provider was not requested to provide the said information as part of the relevant Work Stage or did not carry out the design of the Non-Core Scheme Construction Services, the Authority shall issue a Design Instruction pursuant to Part 4 of this Schedule 7 in order for the relevant information to be produced or verified by the Service Provider (as appropriate), and the provisions of Part 4 shall apply to such Design Instruction);

- 5.5.2 where all of the information in the Works Scope is available and as a result the Authority considers (acting reasonably) that there is sufficient information to instruct the Service Provider to carry out the Non-Core Scheme Construction Services, the Authority shall issue a contract in duplicate to the Service Provider based on the use of the conditions of the NEC Engineering and Construction Contract Option A in the standard format for such contract, as amended by the schedule of amendments provided in Appendix 6 to this Schedule 7, except where any amendments to such format have been agreed between the Parties (except where such amendments to such format have been agreed between the Parties) (“**Works Conditions**”), and:
- 5.5.3 the Authority shall complete the appropriate contract data within the Works Conditions prior to issuing the relevant Works Conditions, which shall include the Works Scope as the scope of the Non-Core Scheme Construction Services required;
- 5.5.4 within ten (10) Business Days of receipt of the appropriate Works Conditions the Service Provider shall complete its own contract data within the Works Conditions in accordance with the data agreed with the Authority (or where such data has not previously been agreed with the Authority, the Service Provider shall act reasonably as to such content) and shall sign and return both copies of the Works Conditions to the Authority;
- 5.5.5 provided that the Service Provider has complied with paragraph 5.5.4, the Authority shall execute both copies of the Works Conditions and return one copy to the Service Provider; and

- 5.5.6 following execution of the Works Conditions by the Authority, this shall constitute the entirety of the terms of the instruction in relation to the Non-Core Scheme Construction Services (the “**Works Instruction**”) which shall become a separate binding contract between the Authority and the Service Provider, and the Service Provider shall carry out the Non-Core Scheme Construction Services required within the Works Instruction.
- 5.6 The Authority shall be under no duty or obligation to use the Service Provider for any Non-Core Scheme Construction Services and the Authority provides no commitment nor guarantee of any particular level of work during the Term by the execution of any Works Instructions.
- 5.7 The Service Provider shall be under no duty or obligation to carry out any Non-Core Scheme Construction Services unless and until a Works Instruction is executed in accordance with this Schedule 7.
- 5.8 Notwithstanding the terms of this Schedule 7, nothing herein shall prevent the Authority in its absolute discretion from entering into contracts with other contractors on the same or different terms, whether by way of other framework arrangements or other project specific contracts, for Non-Core Scheme Construction Services of the types covered by this Schedule 7.
- 5.9 Payment for Non-Core Scheme Construction Services shall be made in accordance with the provisions of the relevant Works Instruction. Within two (2) Business Days of the start of any Month in which the Service Provider will issue an invoice pursuant to any Works Instruction(s), the Service Provider shall provide a written summary to the Authority setting out the amounts that will be invoiced to the Authority and the references of the Works Instructions pursuant to which such invoices will be issued.
- 5.10 No adjustment of the Unitary Charge shall be made as a result of any Non-Core Scheme Construction Services unless agreed between the Parties. Where it is agreed between the Parties that an adjustment of the Unitary Charge is required, the Base Case shall be adjusted to give effect to such Non-Core Scheme Construction Services once as at the end of each Contract Year, and all relevant Non-Core Scheme Construction Services that have occurred in that Contract Year shall be aggregated together into a single cumulative adjustment in accordance with Clause 64 (*Financial Adjustments*).

Review of Non-Core Construction Scheme Services

- 5.11 Following the completion of each Non-Core Scheme, the Service Provider shall provide information to the Authority regarding the quantities of items that have been used by the Service Provider as measured against the bill of quantities that was originally provided by the Service Provider in respect of such Non-Core Scheme, together with such evidence as the Authority shall require (acting reasonably) of the amount of items that have been used. The Authority shall have the ability to query, either in writing or through a meeting called by the Authority, the quantities that have been used by the Service Provider or the calculation by the Service Provider of the original bill of quantities, and the Service Provider shall take into account (acting reasonably) any issues or trends which are identified as a result of any such queries in any future Non-Core Schemes.

6. PART 6 - ANCILLARY MATTERS IN RELATION TO NON-CORE SCHEME SERVICES AND CALL-OFF SERVICES

Maintainability Assessment and Accrual

- 6.1 Where the Service Provider carries out any Non-Core Scheme Services or Call-Off Services which will result in the installation of an item which the Authority requires or is likely to require to be a new Project Network Part to be maintained by the Service Provider as part of the Services, the Accrual of such Project Network Part shall be dealt with in accordance with Schedule 19 (*Accrual and De-Accrual of Project Network Parts*) (except where Clause 50.2 applies, in which case the provisions of Schedule 18 (*Change Protocol*) shall apply), and:
- 6.1.1 the Service Provider shall at all times ensure that the Non-Core Scheme Services or Call-Off Services comply with the requirements set out in the Output Specification, and with any applicable Service Provider Assumptions, in respect of any Project Network Part(s) that are to be incorporated within a Non-Core Scheme or be installed under the Call-Off Service, except where expressly agreed with the Authority;
- 6.1.2 the Service Provider shall not carry out a Maintainability Assessment pursuant to Schedule 19 (*Accrual and De-Accrual of Project Network Parts*) in respect of any Project Network Part(s) that are to be incorporated within a Non-Core Scheme or be installed under the Call-Off Service where it has carried out the relevant Non-Core Schemes, save where and only to the extent that:

- 6.1.2.1 deviations from the Output Specification and/or the Service Provider Assumptions have been agreed with the Authority; or
- 6.1.2.2 neither the Service Provider, any Service Provider Party nor any other person engaged by the Service Provider carried out all of the Non-Core Schemes or Call-Off Services, and where the Service Provider can demonstrate to the Authority's reasonable satisfaction that the completed Non-Core Scheme or Project Network Part(s) installed under the Call-Off Service deviates materially from the Output Specification and/or the Service Provider Assumptions; and
- 6.1.3 where paragraphs 6.1.2.1 or 6.1.2.2 do not apply, any such Project Network Parts that are to be Accrued into the Project Network shall be Accrued using the relevant Accrual Calculation Values and calculated in accordance with paragraph 5.1 of Schedule 19 (*Accrual and De-Accrual of Project Network Parts*), unless such Accrual Calculation Values do not exist, in which case the provisions of Paragraph 5.1.2 of Schedule 19 (*Accrual and De-Accrual of Project Network Parts*) shall apply.

Effect on the Services

- 6.2 In the event that the construction of the Non-Core Scheme requires the Service Provider to carry out work on the Project Network and, as a result of such work, the Service Provider is unable to or is adversely affected in its ability to perform the Services in accordance with the requirements of this Contract, then the Service Provider shall be entitled to claim an Excusing Cause in respect of such Services to the extent it is impeded in the provision of or is unable to carry out such Services to the extent and only to the extent that such has been notified to the Authority by the Service Provider and that any relevant Project Network Part is not De-Accrued prior to the carrying out of the Non-Core Scheme Services.

Benchmarking

- 6.3 During the three (3) Months prior to the seventh, thirteenth and nineteenth anniversary of the date of this Contract, either Party shall be entitled to request that the Schedule of Rates, the Day Works Rates and the Hourly Rates are subject to a benchmarking exercise, and the following process shall apply:

- 6.3.1 where either Party requests that such exercise shall be carried out, within twenty (20) Business Days of the date of such request the Services Provider shall propose a process in writing to the Authority to be used for such benchmarking exercise, such process to:
- 6.3.1.1 take into account the relevant prices being paid by other local authorities for highway construction works relating to the relevant rates, any relevant regional factors and any other factors applicable at such date; and
 - 6.3.1.2 apply to a selection of schemes that have been carried out by the Service Provider pursuant to this Schedule 7 in the previous two (2) Contract Years, the number and type of schemes to be agreed between the Parties (acting reasonably), but so far as possible such sample being representative of the schemes carried out in such two (2) Contract Year period in both nature and scale;
- 6.3.2 the Authority shall respond to the Service Provider within ten (10) Business Days of the Service Provider's proposal pursuant to paragraph 6.3.1 indicating whether such process is acceptable to the Authority or suggesting amendments to the process and/or additional factors to be taken into account when carrying out the benchmarking process, and in the event that the Authority notifies the Service Provider that the proposal is not acceptable or the Service Provider disagrees with the amendments suggested by the Authority, the Parties shall meet within ten (10) Business Days of the Authority's notification to endeavour to agree an acceptable benchmarking process failing which either Party may refer the matter to the Dispute Resolution Procedure;
- 6.3.3 upon the agreement or determination of a suitable benchmarking process, the benchmarking exercise shall be carried out by the Service Provider, ensuring that regular updates and information is given to the Authority on the progress of the benchmarking exercise; and
- 6.3.4 where the result of the benchmarking exercise calculated as follows:

$$1 - \frac{\text{BNCSP}}{\text{NCSP}} \times 100$$

Where:

BNCSP is the overall value of benchmarked schemes at benchmarked prices; and

NCSP is the overall value of benchmarked schemes with the prices applicable at the date of the benchmarking exercise (as adjusted pursuant to Paragraph 1.3)

indicates that the overall change in the:

6.3.4.1 Schedule of Rates;

6.3.4.2 Day Works Rates; or

6.3.4.3 Hourly Rates,

(each paragraph of 6.3.4.1 to 6.3.4.3 considered separately) is less than +/-2%, no changes shall be made to the Schedule of Rates, the Day Works Rates, or the Hourly Rates (as applicable), but where the overall change in the:

6.3.4.4 Schedule of Rates;

6.3.4.5 Day Works Rates; or

6.3.4.6 Hourly Rates,

(each paragraph of 6.3.4.4 to 6.3.4.6 considered separately) is greater than +/-2% then the Schedule of Rates, the Day Works Rates, or the Hourly Rates (as applicable), shall each be amended as a whole by the percentage calculated.

APPENDIX 1 PART A

Catalogue of Rates

The rates shown in the attached Catalogue of Rates shall be reduced by [REDACTED]

APPENDIX 1 PART B

Schedule of Rates

The Schedule of Rates has been prepared in accordance with the Method of Measurement for Highway Works published by The Stationery Office as Section 1 of Volume 4 of the Manual of Contract Documents for Highway Works. The Preamble to Schedule of Rates contained in Appendix 1 Part F set outs any subsequent amendments to the Method of Measurement and any Contract specific requirements.

The Schedule of Rates has also been prepared in accordance with the Standard Details contained in Appendix 1 Part F.

APPENDIX 1 PART C

Percentage Adjustments, Percentage Fees and other Calculation

The rates in the Schedule of Rates set out at Appendix 1 Part B shall be reduced by [REDACTED].

The attached Fee Graphs shall be used for calculation of fees for Non-Core Scheme Design Services where Percentage Fee is to be paid.

The Service Provider's Percentage Fee for "Medium Complexity" will be a [REDACTED] discount to the line shown on the relevant Fee Graphs. For Non-Core Scheme Design Services designated as Schemes of "Low Complexity", the Service Provider's Percentage Fee will be a further [REDACTED] below that for Schemes of Medium Complexity, ie [REDACTED] below the line shown on the relevant Fee Graph. For Schemes of "High Complexity", the Service Provider's Percentage Fee will be in accordance with the lines indicated on the relevant Fee Graph.

APPENDIX 1 PART D

Day Works Rates

The rates shown in the attached Day Works Rates shall be reduced by [REDACTED].

APPENDIX 1 PART E

Complexity of Schemes

Where a Non-Core Scheme comprises work which falls into more than one category, then the category allocated shall be where the majority of works fall as instructed by the Authority.

Bridge Schemes

Civil Engineering (Bridges) Works of High Complexity:- reconstruction and strengthening of bridges; high profile, complex and long span bridges; complex retaining walls; and the like.

Civil Engineering (Bridges) Works of Medium Complexity:- medium span bridges; reinforced concrete retaining walls; refurbishment of existing bridges and the like.

Civil Engineering (Bridges) Works of Low Complexity:- small span bridges, culverts and subways; mass concrete retaining walls and the like.

Traffic Services

Traffic Management & Control Work Stage A-C inclusive

(Traffic Design & Management) Work Stage DE to L inclusive

High Complexity: Integrated city centre schemes with a high content of traffic signals and traffic regulations and/or involving complex traffic management strategies.

Medium Complexity: Urban traffic corridor schemes with a high degree of traffic management and traffic signal content.

Low Complexity: Rural schemes with little or no signal content, road safety schemes, minor signing schemes .

Applicable to Activities:

(Traffic Signal Design) Work Stages DE to L inclusive

High Complexity: Highly complex installations with unusual/unique control facilities or with common special facilities to be implemented in a structured system.

Assessed for each individual installation type -to any value of works:

- (a) 4 phase signal controlled installation with MOVNLRT/Bus Priority/Special Facility;
- (b) 5-8 phase signal controlled installation -linked multiple stage stream/LRT/Bus Priority/Special Facility;
- (c) 9-12 phase signal controlled installation -linked multiple stage stream/LRT/Bus Priority/Special Facility;
- (d) 13-16 phase signal controlled installation -linked multiple stage stream/LRT/Bus Priority/Special Facility;
- (e) 17+ phase signal controlled installation -linked multiple stage stream/LRT/Bus Priority/Special Facility.

Medium Complexity: Installations of average complexity with UTC facilities, multiphase streams, some special control facilities.

Assessed for each individual installation type -to any value of works:

- (a) 5-8 phase signal controlled installation -multiple stage stream/Up to 4 linked pedestrian crossing facilities using Pelican controllers;
- (b) 9-12 phase signal controlled installation -multiple stage stream/Up to 6 linked pedestrian crossing facilities using Pelican controllers ;
- (c) 13-16 phase signal controlled installation -multiple stage stream;
- (d) 17-20 phase signal controlled installation -multiple stage stream;
- (e) 20-24 phase signal controlled installation -multiple stage stream

Low Complexity: Simple installations with no special control facilities, single stage streams, simple UTC/Remote Monitoring facilities.

Assessed for each individual installation type -to any value of works:

- (a) Single Pelican or single pedestrian controlled crossing facility
- (b) Twin Pelican or twin pedestrian crossing facility/single Toucan crossing;

- (c) Up to 4 phase signal controlled installation/twin Toucan crossing;
- (d) 5-8 phase signal controlled installation -single stage stream;
- (e) 9-12 phase signal controlled installation -single stage stream

Highway Services

Highway Design & Supervision of Works of High Complexity: road scheme, new or improvement of existing, with extensive traffic management and statutory undertakers involvement at an urban or traffic sensitive location and/or those projects involving multiple disciplines, e.g. Bridge works, Traffic signals etc.

Highway Design & Supervision of Works of Medium Complexity:-road scheme, new or improvement of existing, with moderate traffic management and statutory undertakers involvement at an urban or traffic sensitive location

Highway Design & Supervision of Works of Low Complexity e.g. road scheme, new or improvement of existing, with minimal traffic management and statutory undertakers involvement and at a non-traffic sensitive location and/or minor highway works involving repetitive detailing, e.g. traffic calming area wide.

APPENDIX 1 PART F

Standard Details, Standard Specification and Preamble to Schedule of Rates

Standard Details and Specification

Hd_100_1 works notice 2006
HD_700_82_3C CONCRETE ROAD CUSHION (TRIP)
Hd_700_82_3b concrete road cushion (triple type)
HD_700_82_3B CONCRETE ROAD CUSHION (TRIP)
HD_700_82_2B CONCRETE ROAD CUSHION (DOUBLE TYPE)
HD_700_82_1B CONCRETE ROAD CUSHION (SINGLE TYPE)
Hd_700_6_7 block paved plateau
Hd_700_6_6c fibre reinforced bus lay-by
Hd_700_6_3 tie in detail bituminous materials carriageway widening option
Hd_700_6_2 tie in detail bituminous materials overlay option
HD_700_6_1F BITUMINOUS ROAD HUMP
HD_700_6_1E BITUMINOUS ROAD HUMP
HD_700_6_1D BITUMINOUS ROAD HUMP
Hd_700_33_2 carriageway re-instatement adjacent to kerblines
Hd_700_33_1 trench reinstatement detail
HD_500_33_5 MANHOL
Hd_500_33_2 gully design group 2
Hd_500_33_1 gully design group 1
Hd_500_29_2 connection to existing drains
Hd_500_29_1 connections to manholes reva
Hd_500_16_2 service ducts 2 of 2
Hd_500_16_1a service ducts 1 of 2
HD_400_43_9 A FRAME WHEELCHAIR ACCESS
HD_400_43_8 CYCLE BAFFLE DETAILS
Hd_400_43_5 pedestrian guardrail type gr5
HD_400_43_4B PEDESTRIAN GUARDRAIL TYPE GR4
Hd_400_43_4 pedestrian guardrail type gr4
Hd_400_43_2_3 pedestrian guardrail type gr3 - sheet 2
Hd_400_43_10 a frame wheelchair access with fence
Hd_400_43_1_3 pedestrian guardrail type gr3 - sheet 1
Hd_400_43_1 pedestrian guardrail type gr1
Hd_1400_8_2 trench reinstatement sheet 2
Hd_1400_8_1a trench reinstatement sheet 1
HD_1100_4_3_9 MAX E CHANNELS SHEET 4
HD_1100_4_3_9 MAX E CHANNEL SHEET 5
HD_1100_4_3_9 MAX E CHANNEL SHEET 3
HD_1100_4_3_9 MAX E CHANNEL SHEET 2
HD_1100_4_3_9 MAX E CHANNEL SHEET 1
HD_1100_4_3_8 CK&D NOTES
HD_1100_4_3_7 CK&D INSTALLATION DETAILS
HD_1100_4_3_6 CK&D ACCESS COVERS AND SILT TRAP DETAILS
HD_1100_4_3_5 CK&D STOP ENDS AND DROPPED CROSSING DETAILS
HD_1100_4_3_4 CK&D CATCHPIT AND OUTFALL BLOCKS
HD_1100_4_3_3 CK&D OUTFALL BLOCKS AND CABLE DUCT BLOCK
HD_1100_4_3_2 CK&D TOP AND BASE BLOCK TYPES
HD_1100_4_3_18A MINI CD&K NOTES
HD_1100_4_3_17A MINI CK&D TO CD&K TRANSITION
HD_1100_4_3_16A MINI CK&D VEHICULAR CROSSING TRANS
HD_1100_4_3_15A MINI CK&D DROPPED CROSSINGS
HD_1100_4_3_14A MINI CK&D HIGH CAPACITY OUTFALL
HD_1100_4_3_13A MINI CK&D OUTLET OUTFALLS
HD_1100_4_3_12A MINI CK&D BASE CHANNELS & COVER PLATES

HD_1100_4_3_11A MINI CK&D BASE UNIT SETTING OUT
HD_1100_4_3_1 CK&D TOP AND BASE BLOCK SETTING OUT DETAILS
HD_1100_4_2_1.6A GRANITE KERBING KG77 KG78
HD_1100_4_2_1.5C GRANITE KERBING KG30_KG37 & KG51-KG52
Hd_1100_4_2_1.4 granite kerbing bus laybys with granite kerbing
Hd_1100_4_2_1.3b granite kerbing kg1, kg19-kg21 & kg25-kg28
Hd_1100_4_2_1.2b granite kerbing kg9-kg16
Hd_1100_4_2_1.1d granite kerbing eg1, cg5, gg10
HD_1100_4_2_0 General requirements granite Kerbs
Hd_1100_4_1_8 - k63 -k64 kerb (45 quadrant kerb)
HD_1100_4_1_7 TRIEF CADET KERBS
HD_1100_4_1_5 SAFETY KERB ISLAND SHT2
HD_1100_4_1_4 SAFETY KERB ISLAND SHT1
HD_1100_4_1_1.9A PRECAST CONCRETE K77 KERB
Hd_1100_4_1_1.7a precast concrete e1 -e4 edgings
Hd_1100_4_1_1.6a precast concrete c6-c9 channelling
Hd_1100_4_1_1.5a precast concrete c1-c5 channelling
Hd_1100_4_1_1.4a precast concrete k51-k60 & k75 kerbs
Hd_1100_4_1_1.3 precast concrete k31-k48 kerbs
Hd_1100_4_1_1.2c precast concrete k19-27 kerbs
Hd_1100_4_1_1.1a precast concrete k1-k12 kerbs
HD_1100_22_2B_BUS BOARDER DETAIL
Hd_1100_21_3 double bus bay and boarder
Hd_1100_1_1a general requirements for kerbs
TM_SD_1.10 Street Name plates
TDSR3 - Slippery Road Sign
TDSR2 - Slippery Road Sign
TDSR1 - Slippery Road Sign
APPENDIX 11_1 to 11_2 MASTER REVISED SEPTEMBER 2010

APPENDIX 2

Job Descriptions and Hourly Rates

Bridge Services

1. Principal

A professional Engineer with 10 years or more post qualification experience in Bridge design and experience of managing a team of Engineers and Technicians.

2. Project Engineer

A professional Engineer with five years or more post qualification experience in Bridge design.

3. Engineer

An Engineer with or Working towards a professional qualification and with experience in Bridge design.

4. Senior Technician

A qualified Technician with 10 years or more experience in Bridge design work.

5. Technician

A Technician who through qualification/experience is able to provide technical assistance in Bridge design work.

Highway Services

1. Principal

A professional Engineer with 10 years or more post qualification experience in Highway design and supervision and experience of managing a team of Engineers and Technicians.

2. Project Engineer

A professional Engineer with five years or more post qualification experience in Highway design and supervision.

3. Engineer

An Engineer with or Working towards a professional qualification, and with experience in the design and supervision of highway improvements/road safety schemes.

4. Senior Technician

A qualified Technician with 10 years or more experience in the design and Supervision of highway improvements/road safety schemes.

5. Technician

A Technician who through qualification/experience is able to provide technical assistance in the design of highway improvements/road safety schemes.

Traffic Services

1. Principal

A professional Engineer with 10 years or more post qualification experience in Traffic Engineering and experience of managing a team of Engineers and Technicians Working in the design of traffic signals, street lighting, signing and traffic management associated with highway improvements, road safety and danger reduction schemes.

2. Project Engineer

A professional Engineer with five years or more post qualification experience in Traffic Engineering/Transportation.

3. Engineer

An Engineer with or Working towards a professional qualification, and with experience in the design of traffic signals, street lighting, signing or traffic management associated with highway improvements, road safety and danger reduction schemes.

4. Senior Technician

A qualified Technician with 10 years or more experience in the designs of traffic signals, street lighting, signing or traffic management associated with highway improvements, road safety and danger reduction schemes.

5. Technician

A Technician who through qualification/experience is able to provide technical assistance in the design of traffic signals, street lighting, signing or traffic management associated with highway improvements, road safety and danger reduction schemes.

TIME BASED CHARGES - BRIDGES SERVICES		
Designation	Hourly Rate	+/- £
Principal		
Project Engineer		
Engineer		
Senior Technician		
Technician		

TIME BASED CHARGES - HIGHWAY SERVICES		
Designation	Hourly Rate	+/- £
Principal		
Project Engineer		
Engineer		
Senior Technician		
Technician		

TIME BASED CHARGES - TRAFFIC SERVICES

Designation	Hourly Rate	+/- £
Principal		
Project Engineer		
Engineer		
Senior Technician		
Technician		

APPENDIX 3

Work Stages

APPENDIX 4

Call-Off Services Request Form

Call-Off Services Request Number		
Request delivered to <i>(individuals Name)</i>		
Name of Service Required - if applicable <i>(short name for ease of reference)</i>		
Description of Call-Off Service		
Cost for this Call-Off Services Request		£
Time for this Call-Off Service (if specified in Catalogue, otherwise set out request)		Days
Issued on behalf of the Authority by <i>(signature)</i>		Issue Date...../...../20
Name & Position of above		
This Call-Off Services Request Form instructs the provision of the Call-Off Services set out in Schedule 7 in accordance with the Contract (and the Change Protocol, where applicable) on completion of authorisation box below.		
Authorised by <i>(signature)</i>		Authorised Date...../...../20
Name & Position of above		
Service Provider to implement unless the Authority objects in writing to elements marked * within 5 Business Days of Issue Date shown.	Implementation Dates Latest start/...../20 Latest completion/...../20	
*to be completed by Service Provider		

APPENDIX 5

Form of Design Conditions

APPENDIX 6

Form of Works Conditions

APPENDIX 7

Composite Index Weightings

Appendix 1 Part A- Catalogue of Rates

Item No	Catalogue Item	Rate	Description	Composite Index Ref
1	Alto Bollards		Supply and install black & white or plain colour steel bollard 168mm diameter x 1.2 long	4
2	Sheffield Cycle Stands		Supply and install Sheffield Cycle Stands comprising 43mm diameter galvanised 'hoop' shape tube, 700+/-50mm wide x 750+/-50mm high with 150mm sq flanged ends to each leg (250mm below ground and set in concrete).	4
3	Single dropped crossing point, comprising 1 Lowered kerb, no tactiles		Drop crossing of 2 No. single taper kerbstones and one centre kerbstone with Group 6F footway reconstruction behind to a point 900mm behind the kerbs and 900 mm wide of this point. Group 6f footway comprises of 100mm Type 1 sub-base and 40mm dense bitumen surfacing course.	11
4	Single Uncontrolled Tactile Crossing point, comprising 1 Lowered kerb, with tactiles		Drop crossing comprising of 2 No. single taper kerbstones and one centre kerbstone. Behind the centre kerbstone the footway is reconstructed with 450mm x 450mm buff tactile paving flags to create an area 900mm x 900mm surrounded by concrete edgings. The adjacent tapered areas of footway are reinstated with Group 6F footway. As per HD/1100/21/2	11
5	Single Dropped crossing point, comprising 2 Lowered kerbs, no tactiles		Drop crossing similar to Item 3 above but with 2 No. centre kerbstones rather than one	11
6	Single Uncontrolled Tactile Crossing point, comprising 2 Lowered kerbs, with tactiles		Drop crossing similar to Item 4 above but with 2 No. centre kerbstones rather than one and a tactile paved area 1.8 metres x 0.9 metres. As per HD/1100/21/2	11
7	K Frames		Supply and install K-Frame. See detail "KBarrierDiagram"	4
8	'H' marking, to protect vehicular access		White marking 5 metres x 1 metre x 60 mm wide	9
9	'H' marking, to protect ped. drop crossing		White marking 2.7 metres x 1 metre x 60mm wide	9
10	Litter Bins		Supply and install ½ litre Wybone MV40 bin 510mm x 510mm x 1 metre height fastened to paving stone.	7
11	Handrails, per linear metre		Supply and install tubular galvanised handrail formed from continuous length of 40mm – 60mm diameter tube	12
12	Pedestrian Guardrails, per linear metre		Supply and install guardrail. See standard detail HD/400/43/1/3	4
13	Disabled Logos (painted in parking spaces)		'Disabled' symbol in 60mm wide yellow road marking	9
14	"Keep Clear" markings on carriageway		Maximum height of markings 700mm	9

Appendix 1 Part A- Catalogue of Rates

Item No	Catalogue Item	Rate	Description	Composite Index Ref
15	Truckpave (plastic grassgrid), per square metre		375mm deep construction comprising 100mm unit (see attached document) 25mm sand 100mm rootstone 150mm sub base	9
16	Grit Bins		Imp Magenta Grit Bin, filled and delivered to site 1220mm wide x 650mm deep x 750mm height Capacity 400kg of salt	9
17	Utilities Search			0
18	Trees (each)		Selected from approved list of Species in Highway Tree Replacement Policy	14
19	Lengthspersons		Per month	1
20	Hanging Basket		Supply basket and plants, return to store at end of season	14
21	Barrier Basket		Supply basket and plants, return to store at end of season	14
22	Hanging Basket Maintenance		Maintain basket and plants for 1 year	14
23	Barrier Basket Maintenance		Maintain basket and plants for 1 year	14
24	Provide VAS/SID Pole and Base (mains powered)		Supply and install pole and base, including all necessary mains sub service connection equipment for sub servicing from adjacent lighting column or sub serviced post. Includes 10m of ducting to lighting column or sub service post.	15
25	Provide VAS/SID Pole and Base (solar)		Supply and install pole and base.	7
26	Provide Vehicle Activated Signs (Mains) 450mm Speed Roundel		Supply and install VAS (mains powered). Includes all components of ITS Vehicle Activated Sign, UTC compatible GPRS and Bluetooth enabled Vehicle Activated Sign, Housing, Brackets. Excludes rotation and data downloads. Incorporates two amber flashing units, one in each top corner of the sign face, and 'SLOW DOWN' beneath the 20/30/40mph speed-selectable roundel symbol. Excludes pole and base (see item 24)	15

Appendix 1 Part A- Catalogue of Rates

Item No	Catalogue Item	Rate	Description	Composite Index Ref
27	Provide Vehicle Activated Signs (Mains) 600mm Triangular Warning Sign		Supply and install VAS (mains powered). Includes all components of ITS Vehicle Activated Sign, UTC compatible GPRS and Bluetooth enabled Vehicle Activated Sign, Housing, Brackets. Excludes rotation and data downloads. Incorporates four amber flashing units, one in each corner of the sign face, and 'SLOW DOWN' beneath the triangular warning symbol. Excludes pole and base (see item 24)	15
28	Provide Vehicle Activated Signs (Mains) 750mm Triangular Warning Sign		Supply and install VAS (mains powered). Includes all components of ITS Vehicle Activated Sign, UTC compatible GPRS and Bluetooth enabled Vehicle Activated Sign, Housing, Brackets. Excludes rotation and data downloads. Incorporates four amber flashing units, one in each corner of the sign face, and 'SLOW DOWN' beneath the triangular warning symbol. Excludes pole and base (see item 24)	15
29	Provide Vehicle Activated Signs (Solar) 450mm Speed Roundel		Supply and install VAS (solar powered). Includes all components of ITS Vehicle Activated Sign, UTC compatible GPRS and Bluetooth enabled Vehicle Activated Sign, Housing, Brackets, Solar Panel(s). Excludes rotation and data downloads. Incorporates two amber flashing units, one in each top corner of the sign face, and 'SLOW DOWN' beneath the 20/30/40mph speed-selectable roundel symbol. Excludes pole and base (see item 25)	15
30	Provide Vehicle Activated Signs (Solar) 600mm Triangular Warning Sign		Supply and install VAS (solar powered). Includes all components of ITS Vehicle Activated Sign, UTC compatible GPRS and Bluetooth enabled Vehicle Activated Sign, Housing, Brackets, Solar Panel(s). Excludes rotation and data downloads. Incorporates four amber flashing units, one in each corner of the sign face, and 'SLOW DOWN' beneath the triangular warning symbol. Excludes pole and base (see item 25)	15

Appendix 1 Part A- Catalogue of Rates

Item No	Catalogue Item	Rate	Description	Composite Index Ref
31	Provide Vehicle Activated Signs (Solar) 750mm Triangular Warning Sign		Supply and install VAS (solar powered). Includes all components of ITS Vehicle Activated Sign, UTC compatible GPRS and Bluetooth enabled Vehicle Activated Sign, Housing, Brackets, Solar Panel(s). Excludes rotation and data downloads. Incorporates four amber flashing units, one in each corner of the sign face, and 'SLOW DOWN' beneath the triangular warning symbol. Excludes pole and base (see item 25)	15
32	Rotate VAS (solar) and download data		Rotate solar powered VAS for 1 year at eight weekly intervals as described on associated Rotation Schedule. Download data, reset apparatus and email data to Road Safety Team on weekly frequency.	1
33	Rotate VAS (mains powered) and download data		Rotate mains powered VAS for 1 year at eight weekly intervals as described on associated Rotation Schedule. Download data, reset apparatus and email data to Road Safety Team on weekly frequency.	1
34	Provide Speed Indicator Device - Smiley SID (Solar)		Supply and install 'Smilie' SID (solar). Includes all components of ITS Speed Indicator Device, Bluetooth enabled Speed Indicator Device, Pole, Housing, Brackets, Solar Panel(s). Excludes rotation and data downloads. Manufacturer: Traffic Technology Ltd. Excludes rotation and data downloads. Excludes pole and base (see items 24)	15
35	Provide Speed Indicator Device - Smiley SID (Mains)		Supply and install 'Smilie' SID (mains). Includes all components of ITS Speed Indicator Device, Bluetooth enabled Speed Indicator Device, Housing, Brackets. Excludes rotation and data downloads. Manufacturer: Traffic Technology Ltd. Excludes rotation and data downloads. Excludes pole and base (see items 25)	15
36	Rotate 'Smilie' SID (solar) and download data		Rotate solar powered 'Smilie' SID for 1 year at eight weekly intervals as described on associated Rotation Schedule. Download data, reset apparatus and email data to Road Safety Team on 3 weekly frequency.	1

Appendix 1 Part A- Catalogue of Rates

Item No	Catalogue Item	Rate	Description	Composite Index Ref
37	Rotate 'Smilie' SID (mains powered) and download data		Rotate mains powered 'Smilie' SID for 1 year at eight weekly intervals as described on associated Rotation Schedule. Download data, reset apparatus and email data to Road Safety Team on 3 weekly frequency.	1
38	Removal of a non illuminated sign and post(s)		Remove and dispose off site non illuminated sign (<1m ²) and associated post (<100mm dia)	1
39	Removal of an illuminated sign and post(s)		Remove and dispose off site illuminated sign (<1m ²) and associated post (<100mm dia) and make safe electrical elements	1
40	Removal of a guardrail, per linear metre		Remove and dispose off site guardrail	1
41	Community Snow Warden Training		Community Snow Warden training session for up to 20 wardens	1
42	Community Snow Warden Equipment		Provide Community Snow Warden Equipment for 1no Community Snow Warden comprising a shovel, gloves and a fluorescent vest bearing a legend as specified by the Authority to identify an individual as being a Community Snow Warden	1
43	Salt for Community Snow Warden		Deliver a one (1) tonne bag of salt to a Community Snow Warden and remove the bag of salt (including any remaining contents) at the end of the Winter Maintenance Period	1
44	Street Lighting Attachments Erection- planters		Erection of wrap round baskets as attachment to street lighting. Attachments to be supplied by others	1
45	Street Lighting Attachments Erection- banners		Erection of 600mmx1500mm banner as attachment to street lighting. Attachments to be supplied by others	1
46	Street Lighting Attachments Erection- banner brackets		Erection of 2no banner brackets (bannerflex or other Authority approved).	1
47	Street Lighting Attachments Erection- fixing brackets		Erection of approved fixings (signfix) suitable for >0.3m ² and <0.9m ² sign face	1
48	Street Lighting Attachments Erection- fixing brackets		Erection of approved fixings (signfix) suitable for <0.3m ² sign face	1
49	Street Lighting Attachments Erection- Mocams		Erection of mocams as attachment to street lighting. Attachments to be supplied by others	1
50	Street Lighting Attachments Erection- ANPR cameras		Erection of ANPR Camera as attachment to street lighting. Attachments to be supplied by others	1

Appendix 1 Part A- Catalogue of Rates

Item No	Catalogue Item	Rate	Description	Composite Index Ref
51	Street Lighting Attachments Erection- bunting		Erection of bunting as attachment to street lighting, attached vertically and secured top and bottom. Attachments to be supplied by others	1
52	Street Lighting Attachments Removal- planters		Removal of wrap round baskets and take to 3rd party store	1
53	Street Lighting Attachments Removal- banners		Removal of 600mmx1500mm banner and take to 3rd party store	1
54	Street Lighting Attachments Removal- banner brackets		Removal of 2no banner brackets (bannerflex or other Authority approved).	1
55	Street Lighting Attachments Removal- fixings brackets		Removal of approved fixings (signfix) suitable for >0.3m ² and <0.9m ² sign face	1
56	Street Lighting Attachments Removal- fixings brackets		Removal of approved fixings (signfix) suitable for <0.3m ² sign face	1
57	Street Lighting Attachments Removal- Mocams		Removal of mocams and take to 3rd party store	1
58	Street Lighting Attachments Removal- ANPR cameras		Removal of ANPR Camera and take to 3rd party store	1
59	Street Lighting Attachments Removal- bunting		Removal of bunting attached and take to 3rd party store	1
60	Car park/private street lighting-lamp change		Change of lamp on lighting units on non highway car parks/non highway	1
61	Replace private/car park luminaire		Replace private/car park luminaire, materials provided by others	1
62	Fault identification on private lighting		Detailed fault identification from ground level	1
63	Fault identification on private lighting		Detailed fault identification at up to 12m height	1
64	Miscellaneous fault repair on private/car park lighting			1
65	Emergency Attendance of private/car park lighting		24/7	1
66	Cleaning of Street Lighting Apparatus		Graffiti removal on street lighting apparatus	1
67	Painting of 6m street lighting columns		Scrape and apply 3 in 1 paint process on columns up to 6m height	1
68	Painting of 10m street lighting columns		Scrape and apply 3 in 1 paint process on columns up to 10m height	1
69	Painting of 12m street lighting columns		Scrape and apply 3 in 1 paint process on columns up to 12m height	1
70	Green Oak Bollards – Non Illuminated		Green Oak Timber Bollard, 200mm x 200mm, 900-1250 long, with 100mm mowing strip	1
71	Green Oak Bollards with reflective bands – Non Illuminated		Green Oak Timber Bollard, 300mm x 300mm, 900-1250 long, with 100mm mowing strip and reflective band	1

Appendix 1 Part A- Catalogue of Rates

Item No	Catalogue Item	Rate	Description	Composite Index Ref
72	Green Oak Bollards with etched street name – Non Illuminated		Green Oak Timber Bollard, 300mm x 300mm, 900-1250 long, with 100mm mowing strip and reflective band and etched name	1
73	“Billy” / “Belinda” bollards		Ferrocast “Billy” / “Belinda” bollards	1
74	Sweeping of Non Highway Car Parks		Mechanical sweeping of non highway car parks.	1
75	New Bed and Planting of Spring Bedding Plants		Installation of a new bed and planting of spring bedding plants equivalent to Wallflowers or Bellis. Per square metre.	14
76	New Bed and Planting of Summer Bedding Plants		Installation of a new bed and planting of summer bedding plants equivalent to Begonia, Geranium and Heliotrope. Per square metre.	14
77	New Bed and Planting of Permanent Plants, Shrubs and Roses		Installation of a new bed and planting of permanent plants, shrubs and roses equivalent to Cotoneaster, Forsythia, Laurel. Per square metre.	14
78	Boxes and Planters (Type 1)		Small, circular, oak type planter, planted with Type 1	14
79	Boxes and Planters (Type 2)		Small, circular, oak type planter, planted with Type 2	14
80	Seat – Metal frame/wooden slats		Seat with back and arms. Metal frame with wooden slats. Attached to existing paving. Broxap Eastgate or similar.	1
81	Bench– Metal frame/wooden slats		Bench. Metal frame with wooden slats. Attached to existing paving. Broxap Westcott or similar.	1
82	Seat – Metal frame/metal slats		Seat with back. Metal frame with metal slats. Attached to existing paving. Broxap Caledonian or similar.	1
83	Bench – Metal frame/metal slats		Bench. Metal frame with metal slats. Attached to existing paving. Broxap Jasper or similar.	1
84	Seat – Wooden frame/wooden slats		Seat with back and arms. Wooden frame with wooden slats. Attached to existing paving. Broxap Milano or similar.	1
85	Bench – Wooden frame/wooden slats		Bench. Wooden frame with wooden slats. Attached to existing paving.	1
86	Metal Diamond Fencing		Metal Diamond Fencing, per linear metre	1
87	Wooden Diamond Fencing		Wooden Diamond Fencing, per linear metre	1
88	Relay existing stone flags		Relay existing stone flags, per sq metre. Less than 2 sq metre in area	1

Fault identification +10m		
Based on day rates	2009 rates	Inflation say 5%/annum
x1 electrician/ hour		
x1 operative/ hour		
Street lighting van 10m+		
Bob's Catalogue Rate		
Call out /hour		

Fault identification <10m		
Based on day rates	2009 rates	Inflation say 5%/annum
x1 electrician/ hour		
x1 operative/ hour		
Street lighting van <10m		
Bob's Catalogue Rate		
Call out /hour		

Emergency call out		
Based on day rates	2009 rates	Inflation say 5%/annum
x1 electrician/ hour		
x1 operative/ hour		
Street lighting van <10m		
Emergency call out		
Bob's Catalogue Rate		
EmergencyCall out		
EmergencyCall out /hour		

HIGHWAY IMPROVEMENT MODEL SCHEMES

100 - PRELIMINARIES

01001401	Information board as detailed on Standard Detail drawing No. (HD/100/1) "Works Notice"	1	no
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200 - SITE CLEARANCE

02000201	General site clearance area	1	ha
02001012	Take up or down and remove to tip off Site Type GR1 pedestrian guardrails	1	m
02001022	Take up or down and remove to tip off Site Type GR2 pedestrian guardrails	1	m
02001032	Take up or down and remove to tip off Site Type P\GR3 pedestrian guardrails	1	m
02001201	Take up or down and remove to tip off Site post and rail fence	1	m
02001203	Take up or down and remove to tip off Site chain link fence	1	m
02001502	Take up or down and set aside for reuse stone flag paving	1	m2
02001505	Take up or down and set aside for reuse granite sett paving	1	m2
02001506	Take up or down and set aside for reuse block paving 100 mm thick	1	m2
02001507	Take up or down and set aside for reuse precast concrete paving	1	m2
02001701	Take up or down and set aside for reuse precast concrete kerbs	1	m
02001702	Take up or down and set aside for reuse granite kerbs	1	m
02001703	Take up or down and set aside for reuse precast concrete channels	1	m
02001704	Take up or down and set aside for reuse precast concrete edgings	1	m
02001705	Take up or down and set aside for reuse combined drainage and kerb block	1	m
02001706	Take up or down and set aside for reuse linear drainage systems	1	m

02002010	Take up or down and remove to tip off Site Traffic signal controller	1	no
02002006	Take up or down and remove to tip off Site Push Button Unit	1	no
02002007	Take up or down and remove to tip off Site Signal Head.	1	no
02002008	Take up or down and remove to tip off Site power cable	1	m
02002009	Take up or down and remove to tip off Site Traffic signal pole	1	no
02002011	Take up or down and remove to tip off Site above ground detector	1	no
02002012	Take up or down and remove to tip off Site BT feeder pillar	1	no
02002013	Take up or down and remove to tip off Site Electricity feeder pillar	1	no
02031723	Take up or down and remove to tip off Site feeder pillars	1	no
02002502	Take up or down and remove to store off Site stone flag paving	1	m2
02002505	Take up or down and remove to store off Site granite sett paving	1	m2
02002507	Take up or down and remove to store off Site precast concrete paving	1	m2
02002701	Take up or down and remove to store off Site precast concrete kerbs	1	m
02002702	Take up or down and remove to store off Site granite kerbs	1	m
02002703	Take up or down and remove to store off Site precast concrete channels	1	m
02002704	Take up or down and remove to store off Site precast concrete edgings	1	m
02002705	Take up or down and remove to store off Site combined drainage and kerb block	1	m
02002706	Take up or down and remove to store off Site linear drainage systems	1	m
02003502	Take up or down and remove to tip off Site stone flag paving	1	m2

02003505	Take up or down and remove to tip off Site granite sett paving	1	m2
02003507	Take up or down and remove to tip off Site precast concrete flag paving	1	m2
02003701	Take up or down and remove to tip off Site precast concrete kerbs	1	m
02003702	Take up or down and remove to tip off Site granite kerbs	1	m
02003703	Take up or down and remove to tip off Site precast concrete channels	1	m
02003704	Take up or down and remove to tip off Site precast concrete edgings	1	m
02003705	Take up or down and remove to tip off Site combined drainage and kerb block	1	m
02003706	Take up or down and remove to tip off Site linear drainage systems	1	m
02011701	Take up or down and set aside for reuse bench seat	1	no
02011703	Take up or down and set aside for reuse permanent bollard	1	no
02011704	Take up or down and set aside for reuse parking meter	1	no
02011714	Take up or down and set aside for reuse timber gate	1	no
02011715	Take up or down and set aside for reuse metal gate	1	no
02011716	Take up or down and set aside for reuse stile	1	no
02011717	Take up or down and set aside for reuse road stud	1	no
02011721	Take up or down and set aside for reuse chamber cover and frame	1	no
02011722	Take up or down and set aside for reuse gully grating and frame	1	no
02011724	Take up or down and set aside for reuse stone gateposts	1	no
02011725	Take up or down and set aside for reuse wide based traffic sign post	1	no

02011726	Take up or down and set aside for reuse traffic sign post	1	no
02011731	Take up or down and set aside for reuse traffic signal controller	1	no
02011732	Take up or down and set aside for reuse push button unit	1	no
02011733	Take up or down and set aside for reuse signal head	1	no
02011734	Take up or down and set aside for reuse traffic signal pole	1	no
02011735	Take up or down and set aside for reuse above ground detector	1	no
02011723	Take up or down and set aside for reuse feeder pillar	1	no
02011738	Take up or down and set aside for reuse tactile unit	1	no
02011739	Take up or down and set aside for reuse BT feeder pillar	1	no
02011740	Take up or down and set aside for reuse Electricity feeder pillar	1	no
02011736	Take up or down and set aside for reuse tactile's power supply unit and push button unit complete with tactile unit	1	no
02021701	Take up or down and remove to store off Site bench seat	1	no
02021703	Take up or down and remove to store off Site permanent bollard	1	no
02021704	Take up or down and remove to store off Site parking meter	1	no
02021714	Take up or down and remove to store off Site timber gate	1	no
02021715	Take up or down and remove to store off Site metal gate	1	no
02021716	Take up or down and remove to store off Site stile	1	no
02021717	Take up or down and remove to store off Site road stud	1	no

02021721	Take up or down and remove to store off Site chamber cover and frame	1	no
02021722	Take up or down and remove to store off Site gully grating and frame	1	no
02021724	Take up or down and remove to store off Site stone gateposts	1	no
02021725	Take up or down and remove to store off Site wide based traffic sign post	1	no
02021726	Take up or down and remove to store off Site traffic sign post	1	no
02021730	Take up or down and remove to store off Site traffic signal controller	1	no
02021731	Take up or down and remove to store off Site push button unit	1	no
02021732	Take up or down and remove to store off Site signal head	1	no
02021733	Take up or down and remove to store off Site traffic signal pole	1	no
02021734	Take up or down and remove to store off Site above ground detector	1	no
02021723	Take up or down and remove to store off Site feeder pillars	1	no
02011737	Take up or down and remove to store off site tactile unit	1	no
02021736	Take up or down and remove to store off Site BT feeder pillar	1	no
02021737	Take up or down and remove to store off Site Electricity feeder pillar	1	no
02021735	Take up or down and remove to store off Site tactile's power supply unit and push button unit complete with tactile unit	1	no
02031701	Take up or down and remove to tip off Site bench seat	1	no
02031703	Take up or down and remove to tip off Site permanent bollard	1	no
02031704	Take up or down and remove to tip off Site parking meter	1	no

02031714	Take up or down and remove to tip off Site timber gate	1	no
02031715	Take up or down and remove to tip off Site metal gate	1	no
02031716	Take up or down and remove to tip off Site stile	1	no
02031717	Take up or down and remove to tip off Site road stud	1	no
02031721	Take up or down and remove to tip off Site chamber cover and frame	1	no
02031722	Take up or down and remove to tip off Site gully grating and frame	1	no
02031724	Take up or down and remove to tip off Site stone gateposts	1	no
02031725	Take up or down and remove to tip off Site wide based traffic sign post	1	no
02031726	Take up or down and remove to tip off Site traffic sign post	1	no
02031727	Take up or down and remove to tip off Site salt bin	1	no
02031728	Take up or down and remove to tip off Site street nameplate	1	no
02031729	Take up or down and remove to tip off Site litter bin	1	no
02031730	Take up or down and remove to tip off Site bus stop pole	1	no
02031731	Take up or down and remove to tip off Site 600mm dia traffic sign including post	1	no
02031732	Take up or down and remove to tip off Site 600mm dia externally illuminated traffic sign including post	1	no
02031733	Take up or down and remove to tip off Site 2.5 sq.m sign face including posts	1	no
02050001	Disconnect existing 16 core cable at pole cap assembly and withdraw from pole	1	no
02050002	Disconnect existing 12 core cable at pole cap assembly and withdraw from pole	1	no
02050003	Disconnect existing 8 core cable at pole cap assembly and withdraw from pole	1	no

02050004	Disconnect existing 2 core cable at pole cap assembly and withdraw from pole	1	no
02082461	Take up or down and remove to store off Site brickwork wall one brick thick	1	m2
02083461	Take up or down and remove to tip off Site brickwork wall one brick thick	1	m2
02083462	Take up or down and remove to tip off Site brickwork wall one and half bricks thick	1	m2
02083463	Take up or down and remove to tip off Site brickwork wall two bricks thick	1	m2
02117003	Take up or down and set aside for reuse cast iron lighting column including bracket arm and lantern	1	no
02117051	Take up or down and set aside for reuse 5m steel lighting column including bracket arm and lantern	1	no
02117052	Take up or down and set aside for reuse 5m concrete lighting column including bracket arm and lantern	1	no
02117061	Take up or down and set aside for reuse 6m steel lighting column including bracket arm and lantern	1	no
02117062	Take up or down and set aside for reuse 6m concrete lighting column including bracket arm and lantern	1	no
02117081	Take up or down and set aside for reuse 8m steel lighting column including bracket arm and lantern	1	no
02117082	Take up or down and set aside for reuse 8m concrete lighting column including bracket arm and lantern	1	no
02117101	Take up or down and set aside for reuse 10m steel lighting column including bracket arm and lantern	1	no
02117102	Take up or down and set aside for reuse 10m concrete lighting column including bracket arm and lantern	1	no
02117121	Take up or down and set aside for reuse 12m steel lighting column including bracket arm and lantern	1	no

02117122	Take up or down and set aside for reuse 12m concrete lighting column including bracket arm and lantern	1	no
02117151	Take up or down and set aside for reuse 15m steel lighting column including bracket arm and lantern	1	no
02217003	Take up or down and remove to store off Site cast iron lighting column including bracket arm and lantern	1	no
02217051	Take up or down and remove to store off Site 5m steel lighting column including bracket arm and lantern	1	no
02217052	Take up or down and remove to store off Site 5m concrete lighting column including bracket arm and lantern	1	no
02217061	Take up or down and remove to store off Site 6m steel lighting column including bracket arm and lantern	1	no
02217062	Take up or down and remove to store off Site 6m concrete lighting column including bracket arm and lantern	1	no
02217081	Take up or down and remove to store off Site 8m steel lighting column including bracket arm and lantern	1	no
02217082	Take up or down and remove to store off Site 8m concrete lighting column including bracket arm and lantern	1	no
02217101	Take up or down and remove to store off Site 10m steel lighting column including bracket arm and lantern	1	no
02217102	Take up or down and remove to store off Site 10m concrete lighting column including bracket arm and lantern	1	no
02217121	Take up or down and remove to store off Site 12m steel lighting column including bracket arm and lantern	1	no
02217122	Take up or down and remove to store off Site 12m concrete lighting column including bracket arm and lantern	1	no
02217151	Take up or down and remove to store off Site 15m steel lighting column including bracket arm and lantern	1	no

02317003	Take up or down and remove to tip off Site cast iron lighting column including bracket arm and lantern	1	no
02317051	Take up or down and remove to tip off Site 5m steel lighting column including bracket arm and lantern	1	no
02317052	Take up or down and remove to tip off Site 5m concrete lighting column including bracket arm and lantern	1	no
02317061	Take up or down and remove to tip off Site 6m steel lighting column including bracket arm and lantern	1	no
02317062	Take up or down and remove to tip off Site 6m concrete lighting column including bracket arm and lantern	1	no
02317081	Take up or down and remove to tip off Site 8m steel lighting column including bracket arm and lantern	1	no
02317082	Take up or down and remove to tip off Site 8m concrete lighting column including bracket arm and lantern	1	no
02317101	Take up or down and remove to tip off Site 10m steel lighting column including bracket arm and lantern	1	no
02317102	Take up or down and remove to tip off Site 10m concrete lighting column including bracket arm and lantern	1	no
02317121	Take up or down and remove to tip off Site 12m steel lighting column including bracket arm and lantern	1	no
02317122	Take up or down and remove to tip off Site 12m concrete lighting column including bracket arm and lantern	1	no
02317151	Take up or down and remove to tip off Site 15m steel lighting column including bracket arm and lantern	1	no

400 - SAFETY FENCES, BARRIERS, GUARDRAILS

04004501	Type GR1 pedestrian guardrails 900 mm high	1	m
04004502	Type GR2 pedestrian guardrails 1050 mm high	1	m
04004504	Type GR4 pedestrian guardrails 1000 mm high	1	m

04004530	Type P/GR3/A/1000/S/1 pedestrian guardrails	1	m
04004531	Type P/GR3/A/1000/S/2 pedestrian guardrails	1	m
04004532	Type P/GR3/A/1000/V/1 pedestrian guardrails	1	m
04004533	Type P/GR3/A/1000/V/2 pedestrian guardrails	1	m
04004534	Type P/GR3/A/1200/S/1 pedestrian guardrails	1	m
04004535	Type P/GR3/A/1200/S/2 pedestrian guardrails	1	m
04004536	Type P/GR3/A/1200/V/1 pedestrian guardrails	1	m
04004537	Type P/GR3/A/1200/V/2 pedestrian guardrails	1	m
04004538	Type P/GR3/B/1000/S/1 pedestrian guardrails	1	m
04004539	Type P/GR3/B/1000/S/2 pedestrian guardrails	1	m
04004540	Type P/GR3/B/1000/V/1 pedestrian guardrails	1	m
04004541	Type P/GR3/B/1000/V/2 pedestrian guardrails	1	m
04004542	Type P/GR3/B/1200/S/1 pedestrian guardrails	1	m
04004543	Type P/GR3/B/1200/S/2 pedestrian guardrails	1	m
04004544	Type P/GR3/B/1200/V/1 pedestrian guardrails	1	m
04004545	Type P/GR3/B/1200/V/2 pedestrian guardrails	1	m
04004546	Type P/GR3/C/1000/S/1 pedestrian guardrails	1	m
04004547	Type P/GR3/C/1000/S/2 pedestrian guardrails	1	m
04004548	Type P/GR3/C/1000/V/1 pedestrian guardrails	1	m
04004549	Type P/GR3/C/1000/V/2 pedestrian guardrails	1	m
04004550	Type P/GR3/C/1200/S/1 pedestrian guardrails	1	m
04004551	Type P/GR3/C/1200/S/2 pedestrian guardrails	1	m
04004552	Type P/GR3/C/1200/V/1 pedestrian guardrails	1	m
04004553	Type P/GR3/C/1200/V/2 pedestrian guardrails	1	m

500 - DRAINAGE

05000131	150 mm internal diameter drain specified design group 150/D/18GS in trench depth to invert not exceeding 2 metres, average depth to invert 1 metres	1	m
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05000132	150 mm internal diameter drain specified design group 150/D/18GS in trench depth to invert exceeding 2 metres but not exceeding 4 metres, average depth to invert 3 metres	1	m
05000133	150 mm internal diameter drain specified design group 150/D/18GS in trench depth to invert not exceeding 2 metres, average depth to invert 1.5 metres	1	m
05000531	Adjustment on item for variation greater than 150 mm above or below the average depth of 1 metre(s) per 25mm of variation in excess of 150mm (rate only required)	1	r.o.
05000532	Adjustment on item for variation greater than 150 mm above or below the average depth of 3 metre(s) per 25mm of variation in excess of 150mm (rate only required)	1	r.o.
05000533	Adjustment on last item for variation greater than 150 mm above or below the average depth of 1.5 metre(s) per 25 mm of variation in excess of 150 mm (rate only required)	1	r.o.
05001001	Pre-cast concrete chamber type 1/150/A with cast iron cover and frame depth to invert not exceeding 1 metre	1	no
05001002	Pre-cast concrete chamber type 1/150/A with cast iron cover and frame depth to invert exceeding 1 metre but not exceeding 2 metres	1	no
05001003	Pre-cast concrete chamber type 1/150/A with cast iron cover and frame depth to invert exceeding 2 metres but not exceeding 3 metres	1	no
05001004	Pre-cast concrete chamber type 1/150/B with cast iron cover and frame depth to invert not exceeding 1 metre	1	no
05001005	Pre-cast concrete chamber type 1/150/B with cast iron cover and frame depth to invert exceeding 1 metre but not exceeding 2 metres	1	no
05001006	Pre-cast concrete chamber type 1/150/B with cast iron cover and frame depth to invert exceeding 2 metres but not exceeding 3 metres	1	no
05001007	Pre-cast concrete chamber type 1/225/A with cast iron cover and frame depth to invert not exceeding 1 metre	1	no
05001008	Pre-cast concrete chamber type 1/225/A with cast iron cover and frame depth to invert exceeding 1 metre but not exceeding 2 metres	1	no

05001009	Pre-cast concrete chamber type 1/225/A with cast iron cover and frame depth to invert exceeding 2 metres but not exceeding 3 metres	1	no
05001010	Pre-cast concrete chamber type 1/225/B with cast iron cover and frame depth to invert not exceeding 1 metre	1	no
05001011	Pre-cast concrete chamber type 1/225/B with cast iron cover and frame depth to invert exceeding 1 metre but not exceeding 2 metres	1	no
05001012	Pre-cast concrete chamber type 1/225/B with cast iron cover and frame depth to invert exceeding 2 metres but not exceeding 3 metres	1	no
05001013	Pre-cast concrete chamber type 1/300/A with cast iron cover and frame depth to invert not exceeding 1 metre	1	no
05001014	Pre-cast concrete chamber type 1/300/A with cast iron cover and frame depth to invert exceeding 1 metre but not exceeding 2 metres	1	no
05001015	Pre-cast concrete chamber type 1/300/A with cast iron cover and frame depth to invert exceeding 2 metres but not exceeding 3 metres	1	no
05001016	Pre-cast concrete chamber type 1/300/B with cast iron cover and frame depth to invert not exceeding 1 metre	1	no
05001017	Pre-cast concrete chamber type 1/300/B with cast iron cover and frame depth to invert exceeding 1 metre but not exceeding 2 metres	1	no
05001018	Pre-cast concrete chamber type 1/300/B with cast iron cover and frame depth to invert exceeding 2 metres but not exceeding 3 metres	1	no
05001210	Raise the level of 0.03 sq m or less cover and frame on pre-cast concrete chamber 150 mm or less	1	no
05001211	Raise the level of 0.03 sq m to 0.1 sq m cover and frame on pre-cast concrete chamber 150mm or less	1	no
05001212	Raise the level of 0.03 sq m to 0.1 sq m cover and frame on pre-cast concrete chamber exceeding 150mm but not exceeding 300 mm	1	no
05001213	Raise the level of 0.1 sq m to 0.5 sq m cover and frame on pre-cast concrete chamber 150 mm or less	1	no

05001214	Raise the level of 0.1 sq m to 0.5 sq m cover and frame on pre-cast concrete chamber exceeding 150mm but not exceeding 300 mm	1	no
05001215	Raise the level of 0.1sq m to 0.5 sq m cover and frame on brick chamber 150 mm or less	1	no
05001216	Raise the level of 0.1sq m to 0.5 sq m cover and frame on brick chamber exceeding 150mm but not exceeding 300mm	1	no
05001217	Raise the level of 0.5 sq m or greater cover and frame on pre-cast concrete chamber 150 mm or less	1	no
05001218	Raise the level of 0.5 sq m or greater cover and frame on pre-cast concrete chamber exceeding 150mm but not exceeding 300 mm	1	no
05001803	Connection of 150 mm internal diameter pipe to existing 150 mm diameter drain or existing piped culvert not exceeding 2 metres	1	no
05001804	Connection of 150 mm internal diameter pipe to existing 225 mm diameter drain or existing piped culvert not exceeding 2 metres	1	no
05001806	Connection of 150 mm internal diameter pipe to existing 225 mm diameter drain or existing piped culvert exceeding 2 metres but not exceeding 4 metres	1	no
05001807	Connection of 150 mm internal diameter pipe to existing 300 mm diameter drain or existing piped culvert exceeding 2 metres but not exceeding 4 metres	1	no
05001808	Connection of 150 mm internal diameter pipe to existing 375 mm diameter drain or existing piped culvert exceeding 2 metres but not exceeding 4 metres	1	no
05001813	Connection of 150 mm internal diameter pipe to existing 600 mm diameter drain or existing piped culvert	1	no
05002220	Lower the level of 0.03 sq m or less cover and frame on pre-cast concrete chamber 150 mm or less	1	no
05002221	Lower the level of 0.03 sq m to 0.1 sq m cover and frame on pre-cast concrete chamber 150mm or less	1	no

05002222	Lower the level of 0.03 sq m to 0.1 sq m cover and frame on pre-cast concrete chamber exceeding 150mm but not exceeding 300 mm	1	no
05002223	Lower the level of 0.1 sq m to 0.5 sq m cover and frame on pre-cast concrete chamber 150 mm or less	1	no
05002224	Lower the level of 0.1 sq m to 0.5 sq m cover and frame on pre-cast concrete chamber exceeding 150mm but not exceeding 300 mm	1	no
05002225	Lower the level of 0.1sq m to 0.5 sq m cover and frame on brick chamber 150 mm or less	1	no
05002226	Lower the level of 0.1sq m to 0.5 sq m cover and frame on brick chamber exceeding 150mm but not exceeding 300mm	1	no
05002227	Lower the level of 0.5 sq m or greater cover and frame on pre-cast concrete chamber 150 mm or less	1	no
05002228	Lower the level of 0.5 sq m or greater cover and frame on pre-cast concrete chamber exceeding 150mm but not exceeding 300 mm	1	no
05002601	Pre-cast concrete trapped gully specified design group 1 with D400 grating and frame	1	no
05002602	Pre-cast concrete trapped gully specified design group 2 with B125 grating and frame	1	no
05002901	Excavation of soft spots and other voids in bottom of trenches, chambers and gullies	1	m3
05003001	Filling of soft spots and other voids in bottom of trenches, chambers and gullies	1	m3
05003802	Renewal of access cover and frame on pre-cast concrete chamber	1	no
05003805	Renewal of access cover and frame on pre-cast concrete chamber with approved cover recessed to accept tactile paving flags	1	no
05003901	Renewal of D400 grating and frame on precast concrete gully	1	no
05003902	Renewal of Group 2 dished medium duty cast iron cover and frame on precast concrete gully	1	no
05004011	Cleaning 150mm piped drainage system	1	m
05004012	Cleaning 225mm piped drainage system	1	m

05004111	Raise D400 gully grating and frame on precast concrete gully 150 mm or less	1	no
05004112	Raise D400 gully grating and frame on precast concrete gully exceeding 150mm but not exceeding 300 mm	1	no
05004121	Lower D400 gully grating and frame on precast concrete gully 150 mm or less	1	no
05004122	Lower D400 gully grating and frame on precast concrete gully exceeding 150mm but not exceeding 300 mm	1	no
05004501	Extra over excavation for excavation in Hard Material in drainage	1	m3
05004702	Cleaning drainage channels	1	m
05004704	Cleaning combined drainage and kerb system	1	m
05004901	Cleaning of chambers	1	no
05005001	Cleaning of gullies	1	no

600 - EARTHWORKS

06000100	Excavation of acceptable material Class 5A	1	m3
06000109	Imported acceptable material Class 1A in fill on sub-base material, roadbase and capping	1	m3
06000116	Imported acceptable material Class 6F1 in fill on sub-base material, roadbase and capping	1	m3
06000117	Imported acceptable material Class 6F2 in fill on sub-base material, roadbase and capping	1	m3
06000213	Imported acceptable material Class 6C in cellars	1	m3
06000231	Excavation of acceptable material excluding Class 5A in cutting and other excavation	1	m3
06000421	Breaking up of redundant pavement flexible not exceeding 100 mm deep	1	m2
06000601	Extra over excavation for excavating in Hard Material in cutting and other excavation	1	m3
06000911	Imported topsoil Class 5B	1	m3
06000915	Imported mushroom compost in landscape areas	1	m3
06000925	Imported composted woodchips or bark in landscape areas	1	m3

06001111	Breaking up of redundant reinforced concrete slab not exceeding 100 mm deep	1	m2
06001121	Breaking up of redundant concrete pavement not exceeding 100 mm deep	1	m2
06001201	Compaction of acceptable material in embankments and other areas of fill	1	m3
06001209	Compaction of acceptable material in fill on sub-base material, roadbase and capping	1	m3
06001211	Compaction of acceptable material Class 1C in embankments and other areas of fill	1	m3
06001215	Compaction of acceptable material in cellars	1	m3
06001219	Compaction of acceptable material Class 1C in fill on sub-base material, roadbase and capping	1	m3
06001221	Compaction of acceptable material Class 6B in embankments and other areas of fill	1	m3
06001229	Compaction of acceptable material Class 6B in fill on sub-base material, roadbase and capping	1	m3
06001501	Excavation of soft spots and other voids below cuttings or under embankments	1	m3
06001502	Excavation of soft spots and other voids in side slopes	1	m3
06001611	Filling of soft spots and other voids below cuttings or under embankments with acceptable material	1	m3
06001621	Filling of soft spots and other voids in side slopes with acceptable material	1	m3
06002011	Backfilling of disused gullies with acceptable material	1	no
06002013	Backfilling of disused gullies with in situ concrete mix ST2	1	no
06002111	Perforation of redundant reinforced concrete slab not exceeding 100 mm deep	1	m2
06002121	Perforation of redundant reinforced concrete pavement not exceeding 100 mm deep	1	m2
06002131	Excavation of unacceptable material Class U1A in cutting and other excavation	1	m3

06002221	Topsoiling 50 mm thick to surfaces sloping at 10 degrees or less to the horizontal	1	m2
06002222	Topsoiling 50 mm thick to surfaces sloping more than 10 degrees to the horizontal	1	m2
06002231	Excavation of unacceptable material Class U2 in cutting and other excavation	1	m3
06002241	Topsoiling 100 mm thick to surfaces sloping at 10 degrees or less to the horizontal	1	m2
06002242	Topsoiling 100 mm thick to surfaces sloping more than 10 degrees to the horizontal	1	m2
06002251	Topsoiling 125 mm thick to surfaces sloping at 10 degrees or less to the horizontal	1	m2
06002252	Topsoiling 125 mm thick to surfaces sloping more than 10 degrees to the horizontal	1	m2
06002261	Topsoiling 150 mm thick to surfaces sloping at 10 degrees or less to the horizontal	1	m2
06002262	Topsoiling 150 mm thick to surfaces sloping more than 10 degrees to the horizontal	1	m2
06002421	Completion of formation on material other than Class 1C, 6B or rock in cuttings	1	m2
06002422	Completion of formation on Class 1C material	1	m2
06002423	Completion of formation on Class 6B material	1	m2
06002434	Completion of formation on rock in cuttings	1	m2
06004151	Excavation of acceptable material excluding Class 5A in structural foundations 0 to 3 metres in depth	1	m3
06004152	Excavation of acceptable material excluding Class 5A in structural foundations 0 to 6 metres in depth	1	m3
06004153	Excavation of acceptable material excluding Class 5A in structural foundations 0 to 9 metres in depth	1	m3
06005151	Trial pit in footway 0 to 3 metres in depth	1	m3
06005152	Trial pit in carriageway 0 to 3 metres in depth	1	m3
06005311	Perforation of redundant reinforced concrete slab not exceeding 100 mm thick	1	m2

06005321	Perforation of redundant reinforced concrete basement not exceeding 100 mm thick	1	m2
06005411	Excavation of unacceptable material Class U1A in structural foundations 0 to 3 metres in depth	1	m3
06005412	Excavation of unacceptable material Class U1A in structural foundations 0 to 6 metres in depth	1	m3
06005413	Excavation of unacceptable material Class U1A in structural foundations 0 to 9 metres in depth	1	m3
06005461	Excavation of unacceptable material Class U1A in cellars 0 to 3 metres in depth	1	m3
06005462	Excavation of unacceptable material Class U1A in cellars 0 to 6 metres in depth	1	m3
06009011	Deposition of acceptable material in embankments and other areas of fill	1	m3
06009019	Deposition of acceptable material in fill on sub-base material, roadbase and capping	1	m3
06009101	Deposition of acceptable material Class 1C in embankments and other areas of fill	1	m3
06009109	Deposition of acceptable material Class 1C in fill on sub-base material, roadbase and capping	1	m3
06009111	Disposal of acceptable material excluding Class 5A	1	m3
06009112	Disposal of acceptable material Class 5A	1	m3
06009113	Disposal of unacceptable material Class U1A	1	m3
06009115	Disposal of unacceptable material Class U1A	1	m3
06009201	Deposition of acceptable material Class 6B in embankments and other areas of fill	1	m3
06009209	Deposition of acceptable material Class 6B in fill on sub-base material, roadbase and capping	1	m3

700 - PAVEMENTS

07000741	Dense macadam base with 0/32 mm aggregate 205 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07000742	Dense macadam base with 0/32 mm aggregate 205 mm thick in emergency crossing	1	m2
07000743	Dense macadam base with 0/32 mm aggregate 205 mm thick in lay-by and bus bay	1	m2

07000851	Heavy duty macadam base with 0/32 mm aggregate 205 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07000852	Heavy duty macadam base with 0/32 mm aggregate 205 mm thick in emergency crossing	1	m2
07000853	Heavy duty macadam base with 0/32 mm aggregate 205 mm thick in lay-by and bus bay	1	m2
07000861	Heavy duty macadam binder with 0/20 mm aggregate 55 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07000862	Heavy duty macadam binder with 0/20 mm aggregate 55 mm thick in emergency crossing	1	m2
07000863	Heavy duty macadam binder with 0/20 mm aggregate 55 mm thick in lay-by and bus bay	1	m2
07001101	Granular Type 1 sub-base in carriageway, hard shoulder and hardstrip	1	m3
07001102	Granular Type 1 sub-base in emergency crossing	1	m3
07001103	Granular Type 1 sub-base in lay-by and bus bay	1	m3
07001115	Dense macadam with 0/20 mm aggregate binder course regulating course	1	tn
07001125	Rolled asphalt with 0/14 mm aggregate surface course regulating course	1	tn
07001134	Heavy duty macadam with 0/20mm aggregate binder course regulating course	1	tn
07001143	Heavy duty macadam with 0/32mm aggregate base regulating course	1	tn
07001401	Bituminous spray Type A	1	m2
07001501	Resin based surface treatment coloured green to Sheffield Specification	1	m2
07001502	Resin based surface treatment coloured red to Sheffield Specification	1	m2
07001601	Tack coat bituminous emulsion in accordance with Cl. 920	1	m2
07001731	Milling pavement up to 40 mm thick in carriageway adjacent to kerbing, channelling and the like for lengths of kerbing up to 10 lin.m (based on Std Detail width of 500mm)	1	m2

07001740	Milling pavement up to 40 mm thick in carriageway adjacent to kerbing, channelling and the like for lengths of kerbing over 10 lin.m and up to 100 lin.m (based on Std Detail width of 500mm)	1	m2
07001741	Milling pavement up to 40 mm thick in carriageway adjacent to kerbing, channelling and the like for lengths of kerbing over 100 lin.m (based on Std Detail width of 500mm)	1	m2
07001732	Milling pavement 25 mm thick	1	m2
07001733	Milling pavement 45 mm thick in carriageway adjacent to kerbing, channelling and the like	1	m2
07001734	Milling pavement 30 mm thick in areas not exceeding 200 sq m	1	m2
07001735	Milling pavement 40 mm thick in areas not exceeding 200 sq m	1	m2
07001736	Milling pavement 30 mm thick in areas exceeding 200 sq m but not exceeding 500 sq m	1	m2
07001737	Milling pavement 40 mm thick in areas exceeding 200 sq m but not exceeding 500 sq m	1	m2
07001738	Milling pavement 30 mm thick in areas exceeding 500 sq m	1	m2
07001739	Milling pavement 40 mm thick in areas exceeding 500 sq m	1	m2
07001951	Class ST5 concrete base roadbase 205 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07001952	Class ST5 concrete base roadbase 205 mm thick in emergency crossing	1	m2
07001953	Class ST5 concrete base roadbase 205 mm thick in lay-by and bus bay	1	m2
07002185	Heavy duty macadam with 0/20 mm aggregate base 205mm thick in carriageway, hard shoulder and hardstrip	1	m2
07002186	Heavy duty macadam with 0/20 mm aggregate base 205mm thick in emergency crossing	1	m2
07002187	Heavy duty macadam with 0/20 mm aggregate base 205mm thick in lay-by and bus bay	1	m2

07003131	Heavy duty macadam binder course with 0/20 mm aggregate 70 mm thick in carraigeway, hard shoulder and hardstrip	1	m2
07003132	Heavy duty macadam binder course with 0/20 mm aggregate 70 mm thick in emergency crossing	1	m2
07003133	Heavy duty macadam binder course with 0/20 mm aggregate 70 mm thick in lay-by and bus bay	1	m2
07003201	Dense macadam with 0/6 mm aggregate surface course 25 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07003202	Dense macadam with 0/6 mm aggregate surface course 25 mm thick in emergency crossing	1	m2
07003203	Dense macadam with 0/6 mm aggregate surface course 25 mm thick in lay-by and bus bay	1	m2
07003204	Dense macadam surface course with 0/6 mm aggregate 30 mm thick in carriageway, hard shoulder and hardstrip adjacent to kerbing, channelling and the like	1	m2
07003231	Dense macadam binder course with 0/20 mm aggregate 55 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07003232	Dense macadam binder course with 0/20 mm aggregate 55 mm thick in emergency crossing	1	m2
07003233	Dense macadam binder course with 0/20 mm aggregate 55 mm thick in lay-by and bus bay	1	m2
07003241	Dense macadam binder course with 0/28 mm aggregate 55 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07003242	Dense macadam binder course with 0/28 mm aggregate 55 mm thick in emergency crossing	1	m2
07003243	Dense macadam binder course with 0/28 mm aggregate 55 mm thick in lay-by and bus bay	1	m2
07003301	Reinstate paved area with Type A trench reinstatement	1	m2
07003302	Reinstate paved area with Type B trench reinstatement	1	m2
07003303	Reinstate paved area with Type C trench reinstatement	1	m2

07003304	Reinstate paved area with Type D trench reinstatement	1	m2
07003321	Rolled asphalt surface course 45 mm thick with 0/14 mm aggregate coated chippings in carriageway, hard shoulder and hardstrip	1	m2
07003322	Rolled asphalt surface course 45 mm thick with 0/14 mm aggregate coated chippings in emergency crossing	1	m2
07003323	Rolled asphalt surface course 45 mm thick with 0/14 mm aggregate coated chippings in lay-by and bus bay	1	m2
07003331	Rolled asphalt binder course with 0/14 mm aggregate 55 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07003332	Rolled asphalt binder course with 0/14 mm aggregate 55 mm thick in emergency crossing	1	m2
07003333	Rolled asphalt binder course with 0/14 mm aggregate 55 mm thick in lay-by and bus bay	1	m2
07003341	Rolled asphalt binder course with 0/20 mm aggregate 55 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07003342	Rolled asphalt binder course with 0/20 mm aggregate 55 mm thick in emergency crossing	1	m2
07003343	Rolled asphalt binder course with 0/20 mm aggregate 55 mm thick in lay-by and bus bay	1	m2
07003351	Rolled asphalt base with 0/32 mm aggregate 205 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07003352	Rolled asphalt base with 0/32 mm aggregate 205 mm thick in emergency crossing	1	m2
07003353	Rolled asphalt base with 0/32 mm aggregate 205 mm thick in lay-by and bus bay	1	m2
07003410	Stone mastic asphalt with 0/10 mm aggregate surface course 30 mm thick in carriageway, hard shoulder and hardstrip (60 PSV)	1	m2
07003411	Stone mastic asphalt with 0/10 mm aggregate surface course 30 mm thick in carriageway, hard shoulder and hardstrip (68 PSV)	1	m2
07003412	Stone mastic asphalt with 0/10 mm aggregate surface course 30 mm thick in emergency crossing (60PSV)	1	m2

07003413	Stone mastic asphalt with 0/10 mm aggregate surface course 30 mm thick in lay-by and bus bay (60PSV)	1	m2
07003421	Stone mastic asphalt with 0/14 mm aggregate surface course 40 mm thick in carriageway, hard shoulder and hardstrip (68 PSV)	1	m2
07003422	Stone mastic asphalt with 0/14 mm aggregate surface course 40 mm thick in emergency crossing (68PSV)	1	m2
07003423	Stone mastic asphalt with 0/14 mm aggregate surface course 40 mm thick in lay-by and bus bay (68PSV)	1	m2
07003424	Stone mastic asphalt with 0/14 mm aggregate surface course 40 mm thick in carriageway, hard shoulder and hardstrip (60PSV)	1	m2
07003425	Stone mastic asphalt with 0/14 mm aggregate surface course 40 mm thick in emergency crossing (60PSV)	1	m2
07003426	Stone mastic asphalt with 0/14 mm aggregate surface course 40 mm thick in lay-by and bus bay (60PSV)	1	m2
07003427	Stone mastic asphalt with 0/10 mm aggregate surface course 30 mm thick in emergency crossing (68 PSV)	1	m2
07003428	Stone mastic asphalt with 0/10 mm aggregate surface course 30 mm thick in carriageway, hard shoulder and hardstrip (68 PSV)	1	m2
07004115	Stone mastic asphalt surface course regulating course	1	tn
07004116	Rolled asphalt 45% HSC surface course regulating course	1	tn
07004121	Rolled asphalt 45% HSC all steel slag Mix with 0/14 mm aggregate surface course 30mm thick in carriageway, hard shoulder and hardstrip	1	m2
07004122	Rolled asphalt 45% HSC all steel slag Mix with 0/14 mm aggregate surface course 40 mm thick in carriageway, hard shoulder and hardstrip	1	m2
07004281	Rolled asphalt surface course with 0/14 mm aggregate 45mm thick with green pigmented Criggin green coated chippings in carriageway, hardshoulder and hardstrip	1	m2

07004282	Rolled asphalt surface course with 0/14 mm aggregate 45mm thick with green pigmented Criggion green coated chippings in emergency crossing	1	m2
07004283	Rolled asphalt surface course with 0/14 mm aggregate 45mm thick with green pigmented Criggion green coated chippings in lay-by and bus bay	1	m2
07008611	Pavement comprising bituminous road hump type 1	1	m2
07008612	Pavement comprising bituminous road hump type 2	1	m2
07008613	Pavement comprising bituminous road hump type 3	1	m2
07008614	Pavement comprising bituminous road hump type 4	1	m2
07008615	Pavement comprising bituminous road hump type 5	1	m2
07008616	Pavement comprising bituminous road hump type 6	1	m2
07084111	Pavement comprising single precast concrete road cushion type1 arrangement type A	1	no
07084121	Pavement comprising single precast concrete road cushion type 2 arrangement type A	1	no
07084131	Pavement comprising single precast concrete road cushion type 3 arrangement type A	1	no
07084211	Pavement comprising double precast concrete road cushion type 1 arrangement type A	1	no
07084212	Pavement comprising double precast concrete road cushion type 1 arrangement type B	1	no
07084213	Pavement comprising double precast concrete road cushion type 1 arrangement type C	1	no
07084221	Pavement comprising double precast concrete road cushion type 2 arrangement type A	1	no
07084222	Pavement comprising double precast concrete road cushion type 2 arrangement type B	1	no
07084223	Pavement comprising double precast concrete road cushion type 2 arrangement type C	1	no

07084231	Pavement comprising double precast concrete road cushion type 3 arrangement type A	1	no
07084232	Pavement comprising double precast concrete road cushion type 3 arrangement type B	1	no
07084233	Pavement comprising double precast concrete road cushion type 3 arrangement type C	1	no
07084311	Pavement comprising triple precast concrete road cushion type 1 arrangement type A	1	no
07084312	Pavement comprising triple precast concrete road cushion type 1 arrangement type B	1	no
07084321	Pavement comprising triple precast concrete road cushion type 2 arrangement type A	1	no
07084322	Pavement comprising triple precast concrete road cushion type 2 arrangement type B	1	no
07084331	Pavement comprising triple precast concrete road cushion type 3 arrangement type A	1	no
07084332	Pavement comprising triple precast concrete road cushion type 3 arrangement type B	1	no

1100 - KERBS, FOOTWAYS & PAVED AREAS

11003901	Permanent 500mm square galvanised steel litter bin with cast in logo and lettering type Wybone Armadillo MV40/SHE/BLK/GLD or similar approved	1	no
11003902	Permanent non-illuminated circular steel bollard 168mm dia (Alto Grenadier type or similar approved)	1	no
11003903	Permanent non-illuminated circular steel bollard 168mm dia (Alto Yeoman type or similar approved)	1	no
11004301	Remove from store and re-erect bus stop pole	1	no
11004302	Remove from store and re-erect parking meter	1	no
11017100	Type 1 sub-base regulating course in footway	1	m3
11017483	Dense macadam laid as basecourse regulating course with 20 mm aggregate in footway	1	tn
11031011	Precast concrete kerbs type K1/100 laid straight or curved exceeding 12 metres radius	1	m
11031012	Precast concrete kerbs type K1/100 laid to curves not exceeding 12 metres radius	1	m

11031021	Precast concrete kerbs type K2/100 laid straight or curved exceeding 12 metres radius	1	m
11031022	Precast concrete kerbs type K2/100 laid to curves not exceeding 12 metres radius	1	m
11031031	Precast concrete kerbs type K3/100 laid straight or curved exceeding 12 metres radius	1	m
11031032	Precast concrete kerbs type K3/100 laid to curves not exceeding 12 metres radius	1	m
11031041	Precast concrete kerbs type K4/100 laid straight or curved exceeding 12 metres radius	1	m
11031042	Precast concrete kerbs type K4/100 laid to curves not exceeding 12 metres radius	1	m
11031051	Precast concrete kerbs type K5/100 laid straight or curved exceeding 12 metres radius	1	m
11031052	Precast concrete kerbs type K5/100 laid to curves not exceeding 12 metres radius	1	m
11031061	Precast concrete kerbs type K6/100 laid straight or curved exceeding 12 metres radius	1	m
11031062	Precast concrete kerbs type K6/100 laid to curves not exceeding 12 metres radius	1	m
11031071	Precast concrete kerbs type K7/100 laid straight or curved exceeding 12 metres radius	1	m
11031072	Precast concrete kerbs type K7/100 laid to curves not exceeding 12 metres radius	1	m
11031081	Precast concrete kerbs type K8/100 laid straight or curved exceeding 12 metres radius	1	m
11031082	Precast concrete kerbs type K8/100 laid to curves not exceeding 12 metres radius	1	m
11031091	Precast concrete kerbs type K9/100 laid straight or curved exceeding 12 metres radius	1	m
11031092	Precast concrete kerbs type K9/100 laid to curves not exceeding 12 metres radius	1	m
11031101	Precast concrete kerbs type type K10/100 laid straight or curved exceeding 12 metres radius	1	m
11031102	Precast concrete kerbs type type K10/100 laid to curves not exceeding 12 metres radius	1	m

11031111	Precast concrete kerbs type K11/100 laid straight or curved exceeding 12 metres radius	1	m
11031112	Precast concrete kerbs type K11/100 laid to curves not exceeding 12 metres radius	1	m
11031121	Precast concrete kerbs type K12/100 laid straight or curved exceeding 12 metres radius	1	m
11031122	Precast concrete kerbs type K12/100 laid to curves not exceeding 12 metres radius	1	m
11031131	Precast concrete kerbs type K13/100 laid straight or curved exceeding 12 metres radius	1	m
11031132	Precast concrete kerbs type K13/100 laid to curves not exceeding 12 metres radius	1	m
11031191	Precast concrete kerbs type K19/100 laid straight or curved exceeding 12 metres radius	1	m
11031192	Precast concrete kerbs type K19/100 laid to curves not exceeding 12 metres radius	1	m
11031201	Precast concrete kerbs type K20/100 laid straight or curved exceeding 12 metres radius	1	m
11031202	Precast concrete kerbs type K20/100 laid to curves not exceeding 12 metres radius	1	m
11031211	Precast concrete kerbs type K21/100 laid straight or curved exceeding 12 metres radius	1	m
11031212	Precast concrete kerbs type K21/100 laid to curves not exceeding 12 metres radius	1	m
11031221	Precast concrete kerbs type K22/100 laid straight or curved exceeding 12 metres radius	1	m
11031222	Precast concrete kerbs type K22/100 laid to curves not exceeding 12 metres radius	1	m
11031231	Precast concrete kerbs type K23/100 laid straight or curved exceeding 12 metres radius	1	m
11031232	Precast concrete kerbs type K23/100 laid to curves not exceeding 12 metres radius	1	m
11031311	Precast concrete kerbs type K31/100 laid straight or curved exceeding 12 metres radius	1	m
11031312	Precast concrete kerbs type K31/100 laid to curves not exceeding 12 metres radius	1	m
11031411	Precast concrete kerbs type K41/200 laid straight or curved exceeding 12 metres radius	1	m

11031412	Precast concrete kerbs type K41/200 laid to curves not exceeding 12 metres radius	1	m
11031421	Precast concrete kerbs type K42/200 laid straight or curved exceeding 12 metres radius	1	m
11031422	Precast concrete kerbs type K42/200 laid to curves not exceeding 12 metres radius	1	m
11031431	Precast concrete kerbs type K43/200 laid straight or curved exceeding 12 metres radius	1	m
11031432	Precast concrete kerbs type K43/200 laid to curves not exceeding 12 metres radius	1	m
11031441	Precast concrete kerbs type K44/200 laid straight or curved exceeding 12 metres radius	1	m
11031442	Precast concrete kerbs type K44/200 laid to curves not exceeding 12 metres radius	1	m
11031451	Precast concrete kerbs type K45/200 laid straight or curved exceeding 12 metres radius	1	m
11031452	Precast concrete kerbs type K45/200 laid to curves not exceeding 12 metres radius	1	m
11031460	Precast concrete kerbs type K46/200	1	no
11031470	Precast concrete kerbs type K47/200	1	no
11031510	Precast concrete kerbs type K51/100 305mm radius quadrant	1	no
11031520	Precast concrete kerbs type K52/100 457mm radius quadrant	1	no
11031530	Precast concrete kerbs type K53/100 305mm radius quadrant	1	no
11031540	Precast concrete kerbs type K54/100 455mm radius quadrant	1	no
11031541	Precast concrete kerbs type K77/100 laid straight or curved exceeding 12 metres radius	1	m
11040011	Precast concrete combined drainage and kerb blocks, top blocks and base units laid straight or curved exceeding 50 metres radius	1	m
11040012	Precast concrete combined drainage and kerb blocks, top blocks and base units laid to curves exceeding 50 metres but exceeding 19 metres radius	1	m

11040013	Precast concrete combined drainage and kerb blocks, top blocks and base units laid to curves not exceeding 19 metres but exceeding 10.7 metres radius	1	m
11040014	Precast concrete combined drainage and kerb blocks, top blocks and base units laid to curves not exceeding 10.7 metres but exceeding 7.6 metres radius	1	m
11040015	Precast concrete combined drainage and kerb blocks, top blocks and base units laid to curves not exceeding 7.6 metres but exceeding 5.9 metres radius	1	m
11040018	Precast concrete combined drainage and kerb blocks, base units and cover plates type A laid straight or curved exceeding 50 metres radius	1	m
11040049	Precast concrete combined drainage and kerb blocks , base units and cover plates type B laid straight or curved exceeding 50 metres radius	1	m
11040025	Precast concrete combined drainage and kerb blocks,base units and linear channel top units laid straight or curved exceeding 50 metres radius	1	m
11040046	Precast concrete combined drainage and kerb blocks, base unit bends	1	no
11040047	Precast concrete combined drainage and kerb blocks, cover plate bends	1	no
11040048	Precast concrete combined drainage and kerb blocks, cable duct blocks	1	no
11040026	Precast concrete mini combined drainage and kerb blocks, top blocks and base units laid straight or curved exceeding 30 metres radius	1	m
11040027	Precast concrete mini combined drainage and kerb blocks, top blocks and base units laid to curves not exceeding 30 metres but exceeding 10 metres radius	1	m
11040028	Precast concrete mini combined drainage and kerb blocks, top blocks and base units laid to curves not exceeding 9 metres but exceeding 6 metres radius	1	m
11040031	Precast concrete mini combined drainage and kerb blocks, base units and cover plates laid straight or curved exceeding 30 metres radius	1	m
11040034	Outfalls type 1	1	no

11040035	Outfalls type 2	1	no
11040036	Outfalls type 3 (2 piece trapped gully unit 150mm outlet)	1	no
11040037	Outfalls type 4 (2 piece trapped gully unit 225mm outlet)	1	no
11040038	Catchpits for Combined Drainage and Kerb Blocks not exceeding 1m deep	1	no
11040039	Silt Traps type 1 (ST1)	1	no
11040040	Access Covers type 1 (AC1)	1	no
11040041	Access Covers type 1J (AC1J)	1	no
11040042	Access Covers type 2 (AC2)	1	no
11040043	Stop Ends type 1 (SE1)	1	no
11040044	Stop Ends type 2 (SE2)	1	no
11040045	Stop Ends type 3 (SE3)	1	no
11315091	Granite kerbs type KG9/100 laid straight or curved exceeding 12 metres radius	1	m
11315092	Granite kerbs type KG9/100 laid to curves not exceeding 12 metres radius	1	m
11315111	Granite kerbs type KG11/100 laid straight or curved exceeding 12 metres radius	1	m
11315112	Granite kerbs type KG11/100 laid to curves not exceeding 12 metres radius	1	m
11315121	Granite kerbs type KG12/100 laid straight or curved exceeding 12 metres radius	1	m
11315122	Granite kerbs type KG12/100 laid to curves not exceeding 12 metres radius	1	m
11315131	Granite kerbs type KG13/100 laid straight or curved exceeding 12 metres radius	1	m
11315132	Granite kerbs type KG13/100 laid to curves not exceeding 12 metres radius	1	m
11315141	Granite kerbs type KG14/100 laid straight or curved exceeding 12 metres radius	1	m
11315142	Granite kerbs type KG14/100 laid to curves not exceeding 12 metres radius	1	m

11315151	Granite kerbs type KG15/100 laid straight or curved exceeding 12 metres radius	1	m
11315152	Granite kerbs type KG15/100 laid to curves not exceeding 12 metres radius	1	m
11032011	Precast concrete channels type C1/100 laid straight or curved exceeding 12 metres radius	1	m
11032012	Precast concrete channels type C1/100 laid to curves not exceeding 12 metres radius	1	m
11032021	Precast concrete channels type C2/100 laid straight or curved exceeding 12 metres radius	1	m
11032022	Precast concrete channels type C2/100 laid to curves not exceeding 12 metres radius	1	m
11032031	Precast concrete channels type C3/100 laid straight or curved exceeding 12 metres radius	1	m
11032032	Precast concrete channels type C3/100 laid to curves not exceeding 12 metres radius	1	m
11032041	Precast concrete channels type C4/100 laid straight or curved exceeding 12 metres radius	1	m
11032042	Precast concrete channels type C4/100 laid to curves not exceeding 12 metres radius	1	m
11032051	Precast concrete channels type C5/100 laid straight or curved exceeding 12 metres radius	1	m
11032052	Precast concrete channels type C5/100 laid to curves not exceeding 12 metres radius	1	m
11032061	Precast concrete channels type C6/100 laid straight or curved exceeding 12 metres radius	1	m
11032062	Precast concrete channels type C6/100 laid to curves not exceeding 12 metres radius	1	m
11032071	Precast concrete channels type C7/100 (Double concrete haunch) laid straight or curved exceeding 12 metres radius	1	m
11032072	Precast concrete channels type C7/100 (Double concrete haunch) laid to curves not exceeding 12 metres radius	1	m
11032081	Precast concrete channels type C8/100 (Fluted channel) laid straight or curved exceeding 12 metres radius	1	m

11032082	Precast concrete channels type C8/100 (Fluted channel) laid to curves not exceeding 12 metres radius	1	m
11325051	Granite channels type CG5/100 laid straight or curved exceeding 12 metres radius	1	m
11325052	Granite channels type CG5/100 laid to curves not exceeding 12 metres radius	1	m
11033011	Precast concrete edgings type E1/100 laid straight or curved exceeding 12 metres radius	1	m
11033012	Precast concrete edgings type E1/100 laid to curves not exceeding 12 metres radius	1	m
11033021	Precast concrete edgings type E2/100 laid straight or curved exceeding 12 metres radius	1	m
11033022	Precast concrete edgings type E2/100 laid to curves not exceeding 12 metres radius	1	m
11033031	Precast concrete edgings type E3/100 laid straight or curved exceeding 12 metres radius	1	m
11033032	Precast concrete edgings type E3/100 laid to curves not exceeding 12 metres radius	1	m
11033041	Precast concrete edgings type E4/100 laid straight or curved exceeding 12 metres radius	1	m
11033042	Precast concrete edgings type E4/100 laid to curves not exceeding 12 metres radius	1	m
11335011	Granite edgings type EG1/100 laid straight or curved exceeding 12 metres radius	1	m
11335012	Granite edgings type EG1/100 laid straight or curved exceeding 12 m	1	m
11033051	Tanalised wooden edgings type E5 laid straight or curved exceeding 12 metres radius	1	m
11033052	Tanalised wooden edgings type E5 laid to curves not exceeding 12 metres radius	1	m
11042741	Remove from store and relay natural stone kerbs laid straight or curved exceeding 12 metres radius	1	m
11042742	Remove from store and relay natural stone kerbs laid to curves not exceeding 12 metres radius	1	m
11060101	Footway specified design group 9F 230 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m ²

11060102	Footway specified design group 9F 230 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11060201	Footway specified design group 2F 80 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11060202	Footway specified design group 2F 80 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11120101	Footway specified design group 1R (PCC Flag Stone 900 or 750 x 600 x 50mm SYL spec 11) 175 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11120102	Footway specified design group 1R (PCC Flag Stone 900 or 750 x 600 x 50mm SYL spec 11) 175 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11120201	Footway specified design group 2R (450 x 450 x 70mm flag SYL spec 11) 195 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11120202	Footway specified design group 2R (450 x 450 x 70mm flag SYL spec 11) 195 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11120301	Footway specified design group 3R (450 x 450 x 100mm flag SYL spec.11) 225 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11120302	Footway specified design group 3R (450 x 450 x 100mm flag SYL spec 11) 225 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11120401	Footway specified design group 4R (Concrete blocks 200 x 100 x 65mm) 190 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11120402	Footway specified design group 4R (Concrete blocks 200 x 100 x 65mm) 190 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11120501	Footway specified design group 5R (Natural Stone Setts 100 - 150mm with 75mm deep bitumen joint) 225 to 275 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2

11120502	Footway specified design group 5R (Natural Stone Setts 100 - 150mm with 75mm deep bitumen joint) 225 to 275 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11120601	Footway specified design group 6R (Natural Stone Setts 100 - 150mm deep) 225 to 275 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11120602	Footway specified design group 6R (Natural Stone setts 100 - 150mm deep) 225 to 275 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11120701	Footway specified design group 7R (Concrete Class ST5) 150 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11120702	Footway specified design group 7R (Concrete Class ST5) 150 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11120801	Footway specified design group 8R (400 x 400 x 64mm flag SYL spec 11) 190 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11120802	Footway specified design group 8R (400 x 400 x 64mm flag SYL spec 11) 190 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11120901	Footway specified design group 9R (Clay pavers 200 x 100 x 65mm) 190 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11120902	Footway specified design group 9R (Clay pavers 200 x 100 x 65mm) 190 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11121001	Footway specified design group 10R (Natural Stone Flag 75mm thick) 200 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11121002	Footway specified design group 10R (Natural Stone Flag 75mm thick) 200 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11121101	Footway specified design group 11R (Concrete Blocks laid as String Course) 190 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m

11121102	Footway specified design group 11R (Concrete Blocks laid as String Course) 190 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m
11121201	Footway specified design group 12R (Concrete Blocks laid as String Course) (200mm wide) 190 mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m
11121202	Footway specified design group 12R (Concrete Blocks laid as String Course) (200mm wide) 190 mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m
11121301	Footway specified design group 13R (450 x 450 x 70mm flag SYL spec 11) (Blister Paving) 195mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11121302	Footway specified design group 13R (450 x 450 x 70mm flag SYL spec 11) (Blister Paving) 195mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11121401	Footway specified design group 14R (400 x 400 x 50mm flag SYL spec 11) (Lozenge Paving) 175mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11121402	Footway specified design group 14R (400 x 400 x 50mm flag SYL spec 11) (Lozenge Paving) 175mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11121501	Footway specified design group 15R (400 x 400 x 50mm flag SYL spec 11) (Directional Guidance Paving) 175mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11121502	Footway specified design group 15R (400 x 400 x 50mm flag SYL spec 11) (Directional Guidance Paving) 175mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11121601	Footway specified design group 16R (600 x 600 x 50mm flag SYL spec 11) (Barfaced Paving) 175mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11121602	Footway specified design group 16R (600 x 600 x 50mm flag SYL spec 11) (Barfaced Paving) 175mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2

11121701	Footway specified design group 17R (400 x 400 x 50mm flag SYL spec 11) (Hazard Warning Paving) 175mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11121702	Footway specified design group 17R (400 x 400 x 50mm flag SYL spec 11) (Hazard Warning Paving) 175mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11121801	Footway specified design group 18R (450 x 450 x 70mm flag SYL spec 11) (Coarse Textured Paving) 195mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11121802	Footway specified design group 18R (450 x 450 x 70mm flag SYL spec 11) (Coarse Textured Paving) 195mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11121901	Footway specified design group 19R (400 x 400 x 50mm flag SYL spec 11) (Coarse Textured Paving) 195mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11121902	Footway specified design group 19R (400 x 400 x 50mm flag SYL spec 11) (Coarse Textured Paving) 195mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122001	Footway specified design group 20R (400 x 400 x 50mm flag SYL spec 11) (Cycleway Paving) 175mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122002	Footway specified design group 20R (400 x 400 x 50mm flag SYL spec 11) (Cycleway Paving) 175mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122101	Footway specified design group 21R (Textured Granite Aggregate Flat topped Concrete block paving 240 x 160 x 80mm) 210mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122102	Footway specified design group 21R (Textured Granite Aggregate Flat topped Concrete block paving 240 x 160 x 80mm) 210mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122201	Footway specified design group 22R (Textured Concrete block paving 200 x 100 x 80mm) 205mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2

11122202	Footway specified design group 22R (Textured Concrete block paving 200 x 100 x 80mm) 205mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122301	Footway specified design group 23R (Textured Concrete block paving 200 x 100 x 80mm) (laid as string course 300mm wide) 205mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122302	Footway specified design group 23R (Textured Concrete block paving 200 x 100 x 80mm) (laid as string course 300mm wide) 205mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122401	Footway specified design group 24R (Granite paving 600 x 300 x 50mm) (Flamed Finish) 180mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122402	Footway specified design group 24R (Granite paving 600 x 300 x 50mm) (Flamed Finish) 180mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122501	Footway specified design group 25R (Granite Blister paving 450 x 450 x 70mm) (Polished finish) - Colour Buff 200mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122502	Footway specified design group 25R (Granite Blister paving 450 x 450 x 70mm) (Polished finish) - Colour Buff 200mm thick surfaces sloping more than 10 degrees to the horizontal	1	m2
11122601	Footway specified design group 26R (Granite Blister paving 450 x 450 x 70mm) (Polished finish) - Colour Red 200mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122602	Footway specified design group 26R (Granite Blister paving 450 x 450 x 70mm) (Polished finish) - Colour Red 200mm thick surfaces sloping more than 10 degrees to the horizontal	1	m2
11122701	Footway specified design group 27R (Granite Setts 100 x 100 x 100mm) (Cropped Finish) 225mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2

11122702	Footway specified design group 27R (Granite Setts 100 x 100 x 100mm) (Cropped Finish) 225mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122801	Footway specified design group 28R (Concrete Sett Paving 160 Gauge 60mm thick) 185mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122802	Footway specified design group 28R (Concrete Sett Paving 160 Gauge 60mm thick) 185mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122901	Footway specified design group 29R (Concrete Sett Paving 120 Gauge 80mm thick) 205mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122902	Footway specified design group 29R (Concrete Sett Paving 120 Gauge 80mm thick) 205mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122311	Footway specified design group 30R (Concrete Sett Paving 160 Gauge 80mm thick) 205mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122312	Footway specified design group 30R (Concrete Sett Paving 160 Gauge 80mm thick) 205mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122313	Footway specified design group 31R (Concrete Sett Paving 240 Gauge 80mm thick) 205mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122314	Footway specified design group 31R (Concrete Sett Paving 240 Gauge 80mm thick) 205mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122315	Footway design group 32R (Cycleway Granite Paving 400 x 400 x 63mm thick) (Polished Finish) 193mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122316	Footway design group 32R (Cycleway Granite Paving 400 x 400 x 63mm thick) (Polished Finish) 193mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2

11122317	Footway design group 33R (Fibre Reinforced Paving 600 x 450 x 63mm thick) (Natural Coloured Finish) 193mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122318	Footway design group 33R (Fibre Reinforced Paving 600 x 450 x 63mm thick) (Natural Coloured Finish) 193mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122319	Footway design group 34R (Fibre Reinforced Paving 600 x 450 x 63mm thick) (Natural Coloured Finish) 393mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122320	Footway design group 34R (Fibre Reinforced Paving 600 x 450 x 63mm thick) (Natural Coloured Finish) 393mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122321	Footway specified design group 35R (Concrete Sett Paving Mixed 160 and 240 gauge x 63mm thick) 230mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122322	Footway specified design group 35R (Concrete Sett Paving Mixed 160 and 240 gauge x 63mm thick) 230mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122323	Footway specified design group 36R (Pennine Gritstone Paving Flag) (size varies 1000mm to 750mm long x 600mm wide x 75mm thick) 305mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122324	Footway specified design group 36R (Pennine Gritstone Paving Flag) (size varies 1000mm to 750mm long x 600mm wide x 75mm thick) 305mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122325	Footway specified design group 37R (Textured Granite Aggregate Flat topped Concrete block paving 240 x 160 x 80mm) 310mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122326	Footway specified design group 37R (Textured Granite Aggregate Flat topped Concrete block paving 240 x 160 x 80mm) 310mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2

11122327	Footway specified design group 38R (Yorkstone - Johnsons Crossland Hill Flag) (Size width / length 600mm x 600mm 20%, width / length 600mm x 750mm 50%, width / length 600mm x 850mm 30%) 365mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122328	Footway specified design group 38R (Yorkstone - Johnsons Crossland Hill Flag) (Size width / length 600mm x 600mm 20%, width / length 600mm x 750mm 50%, width / length 600mm x 850mm 30%) 365mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11122329	Footway specified design group 39R (Yorkstone - Johnsons Crossland Hill Flag) (Size width / length 600mm x 600mm 20%, width / length 600mm x 750mm 50%, width / length 600mm x 850mm 30%) 365mm thick surfaces sloping at 10 degrees or less to the horizontal	1	m2
11122330	Footway specified design group 39R (Yorkstone - Johnsons Crossland Hill Flag) (Size width / length 600mm x 600mm 20%, width / length 600mm x 750mm 50%, width / length 600mm x 850mm 30%) 365mm thick surfaces sloping at more than 10 degrees to the horizontal	1	m2
11182131	Additional in situ concrete mix ST2 for precast concrete kerbs	1	m3
11182132	Additional in situ concrete mix ST2 for precast concrete channels	1	m3
11182133	Additional in situ concrete mix ST2 for precast concrete edgings	1	m3
11182134	Additional in situ concrete mix ST2 for precast concrete combined drainage and kerb blocks	1	m3
11182135	Additional in situ concrete mix ST2 for precast concrete linear drainage channel systems	1	m3

1200 - TRAFFIC SIGNS & ROAD MARKINGS

12015025	Permanent enhanced retroreflective 150mm circular sign sign face not exceeding 0.25 square metre in area	1	no
12030025	Permanent enhanced retroreflective 300mm circular sign sign face not exceeding 0.25 square metre in area	1	no
12045025	Permanent enhanced retroreflective 450mm circular sign sign face not exceeding 0.25 square metre in area	1	no

12060025	Permanent enhanced retroreflective 600mm circular sign sign face exceeding 0.25 square metre but not exceeding 0.50 square metre in area	1	no
12060050	Permanent enhanced retroreflective 600mm triangular sign sign face exceeding 0.25 square metre but not exceeding 0.50 square metre in area	1	no
12075050	Permanent enhanced retroreflective 750mm triangular sign sign face exceeding 0.25 square metre but not exceeding 0.50 square metre in area	1	no
12090050	Permanent enhanced retroreflective 900mm triangular sign sign face exceeding 0.50 square metre but not exceeding 0.75 square metre in area	1	no
12000114	Permanent 114mm dia tubular steel post(s)	1	no
12000060	Permanent 60mm dia tubular steel post(s)	1	no
12000076	Permanent 76mm dia tubular steel post(s)	1	no
12000090	Permanent 90mm dia tubular steel post(s)	1	no
12000000	Permanent double lighting unit back to back to permanent traffic sign	1	no
12000001	Permanent single lighting unit to permanent traffic sign	1	no
12001114	Permanent wide based 114mm dia tubular steel post(s)	1	no
12001076	Permanent wide based 76mm dia tubular steel post(s)	1	no
12001090	Permanent wide based 90mm dia tubular steel post(s)	1	no
12005100	Prescribed temporary retroreflective traffic sign to sign diagram Nos 557 and 570 as non-Lit Sign Unit sign faces not exceeding 0.25 square metres in area on one tubular steel post(s) (Sign Reference TDSR1)	1	no
12005200	Prescribed temporary retroreflective traffic sign to sign diagram Nos 557 and 570 as non-Lit Sign Unit sign faces exceeding 0.25 square metres but not exceeding 0.50 square metres in area on one tubular steel post(s) (Sign Reference TDSR2)	1	no

12005300	Prescribed temporary retroflective traffic sign to sign diagram Nos 557 and 570 as non-Lit Sign Unit sign faces exceeding 0.50 square metres but not exceeding 0.75 square metres in area on one tubular steel post(s) (Sign Reference TDSR3)	1	no
12006100	Remove from store and re-erect retroflective traffic sign to sign diagram Nos 557 and 570 as non-Lit Sign Unit sign faces not exceeding 0.25 square metres in area on one tubular steel post(s) (Sign Reference TDSR1)	1	no
12006200	Remove from store and re-erect retroflective traffic sign to sign diagram Nos 557 and 570 as non-Lit Sign Unit sign faces exceeding 0.25 square metres but not exceeding 0.50 square metres in area on one tubular steel post(s) (Sign Reference TDSR2)	1	no
12006300	Remove from store and re-erect retroflective traffic sign to sign diagram Nos 557 and 570 as non-Lit Sign Unit sign faces exceeding 0.50 square metres but not exceeding 0.75 square metres in area on one tubular steel post(s) (Sign Reference TDSR3)	1	no
12004101	Continuous line in yellow thermoplastic screed 50 mm wide to diagram 1017	1	m
12004102	Continuous line in yellow thermoplastic screed 100 mm wide to diagram 1017	1	m
12004103	Continuous line in yellow thermoplastic screed 100 mm wide to diagram 1018.1	1	m
12004104	Continuous line in white thermoplastic screed with applied solid glass beads 100 mm wide to diagram 1012.1	1	m
12004105	Continuous line in white thermoplastic screed with applied solid glass beads 150 mm wide to diagram 1012.1	1	m
12004106	Continuous line in white thermoplastic screed with applied solid glass beads 200 mm wide to diagram 1001	1	m
12004107	Continuous line in white thermoplastic screed with applied solid glass beads 250 mm wide to diagram 1049	1	m
12004108	Continuous line in white thermoplastic screed with applied solid glass beads 300 mm wide to diagram 1001	1	m

12004201	Removal of continuous line in yellow thermoplastic screed 50 mm wide	1	m
12004202	Removal of continuous line in yellow thermoplastic screed 100 mm wide	1	m
12004203	Removal of continuous line in yellow thermoplastic screed 150 mm wide	1	m
12004204	Removal of continuous line in yellow thermoplastic screed 200 mm wide	1	m
12005101	Intermittent line in white thermoplastic screed with applied solid glass beads 100 mm wide with 600 mm line and 300 mm gap to diagram 1009	1	m
12005102	Intermittent line in white thermoplastic screed with applied solid glass beads 100 mm wide with 1000 mm line and 1000 mm gap to diagram 1010	1	m
12005103	Intermittent line in white thermoplastic screed with applied solid glass beads 100 mm wide with 4000 mm line and 2000 mm gap in hatched areas to diagram 1041	1	m
12005104	Intermittent line in white thermoplastic screed with applied solid glass beads 100 mm wide with 4000 mm line and 2000 mm gap to diagram 1004	1	m
12005105	Intermittent line in white thermoplastic screed with applied solid glass beads 100 mm wide with 4000 mm line and 2000 mm gap to diagram 1040	1	m
12005106	Intermittent line in white thermoplastic screed with applied solid glass beads 200 mm wide with 600 mm line and 300 mm gap to diagram 1003	1	m
12005107	Intermittent line in white thermoplastic screed with applied solid glass beads 200 mm wide with 1000 mm line and 1000 mm gap to diagram 1003.1	1	m
12005108	Intermittent line in white thermoplastic screed with applied solid glass beads 250 mm wide with 1000 mm line and 1000 mm gap to diagram 1049	1	m
12006101	Ancillary line in white thermoplastic screed with applied solid glass beads 100 mm wide 500mm cross	1	m

12006102	Ancillary line in white thermoplastic screed with applied solid glass beads 150 mm wide in hatched areas to diagram 1040	1	m
12006103	Ancillary line in white thermoplastic screed with applied solid glass beads 150 mm wide in hatched areas to diagram 1041	1	m
12006201	Removal of ancillary line in white thermoplastic screed with applied solid glass beads 150 mm wide to diagram 1040	1	m
12008101	Triangle in white thermoplastic screed with applied solid glass beads to diagram 1023 (1250mm wide x 3750mm long)	1	no
12008102	Triangle in white thermoplastic screed with applied solid glass beads to diagram 1062 (750mm wide x 1850mm long)	1	no
12008103	Triangle in white thermoplastic screed with applied solid glass beads to diagram 1062 (750mm wide x 645mm long)	1	no
12001001	Arrow in white thermoplastic screed with applied solid glass beads 2000 mm long straight to diagram 1059	1	no
12001002	Arrow in white thermoplastic screed with applied solid glass beads 4000 mm long straight to diagram 1038	1	no
12001003	Arrow in white thermoplastic screed with applied solid glass beads 4000 mm long turning (AR/4/4000) to diagram 1038	1	no
12001004	Arrow in white thermoplastic screed with applied solid glass beads 4000 mm long double headed (AR/8/4000) to diagram 1038	1	no
12001005	Arrow in white thermoplastic screed with applied solid glass beads 6000 mm long curved to diagram 1014	1	no
12001006	Arrow in white thermoplastic screed with applied solid glass beads 6000 mm long double headed to diagram 1050	1	no
12001007	Arrow in white thermoplastic screed with applied solid glass beads 8000 mm long double headed to diagram 1039	1	no
12001101	Kerb marking in yellow road marking paint 100 mm wide to diagram 1020.1	1	no

12001102	Kerb marking in yellow road marking paint 250 mm long to diagram 1019	1	no
12001201	Letters in yellow thermoplastic screed 350 to 700 mm high	1	no
12001202	Letters in yellow thermoplastic screed 1600 mm high	1	no
12001203	Letters in white thermoplastic screed with applied solid glass beads 350 to 700 mm high	1	no
12001204	Letters in white thermoplastic screed with applied solid glass beads 1600 mm high	1	no
12001401	Symbols in white thermoplastic screed with applied solid glass beads 4300 mm x 1500 mm to diagram 1065	1	no
12001402	Symbols in white thermoplastic screed with applied solid glass beads 7500 mm x 1500 mm to diagram 1065	1	no
12001403	Symbols in white preformed material with applied solid glass beads 1215 mm high to diagram 1057	1	no
12001404	Symbols in white preformed material with applied solid glass beads 2750 mm high to diagram 1057	1	no
12001501	100 mm square steel (PS 500 type B) road stud at pedestrian crossing	1	no
12002311	Permanent 500mm square cast iron litter bin with cast in logo and lettering	1	no

120A - TRAFFIC SIGNAL INSTALLATIONS

12993000	Break out Controller base bitumen seal	1	no
12992211	Remove from UTC store and install Controller base	1	no
12991101	Remove from store and re-erect traffic signal head	1	no
12991102	Remove from store and re-erect push button unit	1	no
12991103	Remove from store and re-erect above ground detector	1	no
12991104	Remove from store and re-erect tactile unit	1	no

12992250	Remove from store and re-install tactile power supply unit and push button unit fitted with tactile unit	1	no
12992204	Remove from UTC store and install controller cabinet	1	no
12992210	Remove from UTC store and install detector housing onto traffic signal pole	1	no
12992205	Remove from UTC store and install British Telecom supply pillar	1	no
12992209	Remove from UTC store and install CCTV cabinet and base	1	no
12992206	Remove from UTC store and install electricity supply pillar	1	no
12992207	Remove from UTC store and install mec case and base	1	no
12992208	Remove from UTC store and install red light camera unit and post	1	no
12992252	Supply and install BT feeder pillar	1	no
12992253	Supply and install Electricity feeder pillar	1	no
12993317	6.25m 'Totem' pole (cut down from 10m lighting column)	1	no
12993313	4m standard traffic signal pole to 'Poletech Impact' base unit	1	no
12993316	5m standard traffic signal pole to 'Poletech Impact' base unit	1	no
12993315	Traffic signal pole 5m standard	1	no
12993312	Traffic signal pole 4m cranked	1	no
12993314	Traffic signal pole 4m wide-based	1	no
12993311	Traffic signal pole 4m standard	1	no
12994402	Extra over traffic signal pole for pole box	1	no
12994401	Extra over traffic signal pole for pole connector unit	1	no
12994403	Extra over traffic signal pole for Poletech Impact permanent underground base unit	1	no
12992701	Pole mounted housing	1	no

12992702	Pole mounted housing for nearside equipment transformers	1	no
12992703	Pole cap assembly	1	no
12995511	Traffic signal head type 1 with primary hoods	1	no
12995521	Traffic signal head type 1 with secondary hoods	1	no
12995512	Traffic signal head type 2 with primary hoods	1	no
12995522	Traffic signal head type 2 with secondary hoods	1	no
12995513	Traffic signal head type 3 with primary hoods	1	no
12995523	Traffic signal head type 3 with secondary hoods	1	no
12995514	Traffic signal head type 4 with primary hoods	1	no
12995524	Traffic signal head type 4 with secondary hoods	1	no
12995515	Traffic signal head type 5 with primary hoods	1	no
12995525	Traffic signal head type 5 with secondary hoods	1	no
12995516	Traffic signal head type 6 with primary hoods	1	no
12995526	Traffic signal head type 6 with secondary hoods	1	no
12995517	Traffic signal head type 7 with primary hoods	1	no
12995527	Traffic signal head type 7 with secondary hoods	1	no
12995518	Traffic signal head type 8 with primary hoods	1	no
12995528	Traffic signal head type 8 with secondary hoods	1	no
12995519	Traffic signal head type 9 with primary hoods	1	no
12995529	Traffic signal head type 9 with secondary hoods	1	no
12995110	Traffic signal head type 10 with primary hoods	1	no
12995210	Traffic signal head type 10 with secondary hoods	1	no
12995111	Traffic signal head type 11 with primary hoods	1	no
12995211	Traffic signal head type 11 with secondary hoods	1	no
12995112	Traffic signal head type 12 with primary hoods	1	no
12995212	Traffic signal head type 12 with secondary hoods	1	no
12995113	Traffic signal head type 13 with primary hoods	1	no
12995213	Traffic signal head type 13 with secondary hoods	1	no

12995114	Traffic signal head type 14 with primary hoods	1	no
12995214	Traffic signal head type 14 with secondary hoods	1	no
12995115	Traffic signal head type 15 with primary hoods	1	no
12995215	Traffic signal head type 15 with secondary hoods	1	no
12995116	Traffic signal head type 16 with primary hoods	1	no
12995216	Traffic signal head type 16 with secondary hoods	1	no
12995117	Traffic signal head type 17 with primary hoods	1	no
12995217	Traffic signal head type 17 with secondary hoods	1	no
12995118	Traffic signal head type 18 with primary hoods	1	no
12995218	Traffic signal head type 18 with secondary hoods	1	no
12995119	Traffic signal head type 19 with primary hoods	1	no
12995219	Traffic signal head type 19 with secondary hoods	1	no
12995120	Traffic signal head type 20 with primary hoods	1	no
12995220	Traffic signal head type 20 with secondary hoods	1	no
12995121	Traffic signal head type 21 with primary hoods	1	no
12995221	Traffic signal head type 21 with secondary hoods	1	no
12995122	Traffic signal head type 22 with primary hoods	1	no
12995222	Traffic signal head type 22 with secondary hoods	1	no
12995123	Traffic signal head type 23 with primary hoods	1	no
12995035	Traffic signal head type 35 Puffin/Toucan nearside crossing head	1	no
12995038	Traffic signal head type 35 - high level PDU repeater head - standard size	1	no
12995039	Traffic signal head type 35 - high level PDU repeater head - AGD small size	1	no
12995037	Traffic signal head type 37 Puffin/Toucan nearside crossing head	1	no
12995040	Traffic signal head type 37 - high level PDU repeater head - standard size	1	no
12995041	Traffic signal head type 37 - high level PDU repeater head - AGD small size	1	no

12993132	Traffic signal head type 31/32 toucan head	1	no
12996601	Extra over for traffic signal head on lighting column	1	no
12996602	Extra over for traffic signal head on mast arm or overhead gantry	1	no
12996603	Extra over for traffic signal head fitted with nearside equipment	1	no
12996604	Extra over for traffic signal head housing - nearside equipment transformers	1	no
12998124	Push button unit type 24 (AGD)	1	no
12998125	Push button unit type 25 (AGD)	1	no
12990033	Push button unit type 33 (AGD)	1	no
12990034	Push button unit type 34 (AGD)	1	no
12990036	Push button unit type 36 (AGD)	1	no
12990038	Push button unit type 38 (AGD)	1	no
12995044	Push button drops	1	no
12999124	Extra over for tactile unit on push button unit type 24	1	no
12999125	Extra over for tactile unit on push button unit type 25	1	no
12991133	Extra over for tactile unit on push button unit type 33	1	no
12991134	Extra over for tactile unit on push button unit type 34	1	no
12991136	Extra over for tactile unit on push button unit type 36	1	no
12991138	Extra over for tactile unit on push button unit type 38	1	no
12998134	Modify existing type 23/24 push button unit to Toucan type 33 unit	1	no
12997701	Extra low voltage wait indicator equipment at existing push button unit location	1	no
12991001	External lighting unit for signs mounted on traffic signal pole	1	no

12991002	External lighting unit for sign mounted on lighting column for signal use	1	no
12991111	Photoelectric cell mounted on signal head	1	no
12991302	Standard louvres for 200mm traffic signal head	1	no
12991201	Extension bracket 325mm	1	no
12991202	Extension bracket 475mm	1	no
12991203	Extension bracket 600mm	1	no
12991204	Extension bracket 900mm	1	no
12991205	Motus U bracket	1	no
12991401	Above ground detector - microwave	1	no
12991402	Above ground detector - infrared	1	no
12991404	Above ground detector - on crossing	1	no
12991403	Above ground detector - kerbside	1	no
12995042	VisiPAD Kerbside Detector. Supplied by Visilogue	1	no
12995043	VisiPAD On-Crossing Detector. Supplied by Visilogue	1	no
12991611	Connection of 2 core armoured cable at pole cap wiring assembly	1	no
12991622	Connection of 2 core armoured cable loop/AGD feeder cable in detector housing	1	no
12991623	Connection of 3 core armoured cable (red sheathed) power feeder cable in controller housing / M.E.C. / CCTV housing / red light camera pole / electricity feeder pillar	1	no
12991614	Connection of 4 core armoured cable at pole cap wiring assembly / detector housing / termination box	1	no
12991618	Connection of 8 core armoured cable in detector housing	1	no
12991619	Connection of 8 core armoured cable at pole cap wiring assembly	1	no
12991615	Connection of 12 core armoured cable at pole cap wiring assembly	1	no

12991612	Connection of 16 core armoured cable at pole cap wiring assembly	1	no
12991613	Connection of 16 core armoured cable at lighting column wiring assembly	1	no
12991620	Connection of 40 pair cable at controller / MEC	1	no
12991812	2 core loop feeder cable joint	1	no
12991813	Re-usable small joint for 1 x 2 pair feeder cable and 2 x loop tails with 2 way terminal block	1	no
12992101	Loop detector cable	1	m
12991506	Signal cable - 5 pair BT comms	1	m
12991558	Signal cable - 8 core coloured armoured	1	m
12991542	Signal cable - 12 core coloured armoured	1	m
12991543	Signal cable - 40 pair armoured linking cable (CW1308 spec)	1	m
12991511	Signal cable - orange sheathed 16 core coloured armoured	1	m
12991532	Signal cable - orange sheathed 2 core armoured feeder	1	m
12991540	Signal cable - 8 core white numbered (Spec as for 16 core)	1	m
12991541	Signal cable - black sheathed 16 core white numbered armoured linking	1	m
12991553	Signal cable - red sheathed 3 core armoured power feed	1	m
12991554	Signal cable - 4 core coloured armoured (Spec as for 8 core coloured cable with cores red:blue:yellow:black)	1	m
12991901	Joint box type A	1	no
12991711	Make off 2 core armoured cable in controller housing	1	no
12991714	Make off 4 core armoured cable in controller housing / M.E.C.	1	no
12991713	Make off 8 core armoured cable in controller housing / M.E.C.	1	no
12991715	Make off 12 core armoured cable in controller housing / M.E.C.	1	no

12991716	Make off 40 pair armoured linking cable in controller housing / M.E.C.	1	no
12991712	Make off 16 core armoured cable in controller housing	1	no
12991717	Make off 3 core armoured cable in controller housing	1	no
12991902	Cable box design group 1 grade A cover and frame depth to invert <= 1 metre	1	no
12991903	Cable box design group 1 grade A cover and frame depth to invert <= 2 metre (s)	1	no
12991904	Cable box design group 1 grade B cover and frame depth to invert <= 1 metre	1	no
12991905	Cable box design group 1 grade B cover and frame depth to invert <= 2 metre (s)	1	no
12991906	Cable chamber 450 x 450 plastic ('Stakkabox' type) grade B cover and frame depth to invert <= 1.0 metre	1	no
12991907	Cable chamber 450 x 450 plastic ('Stakkabox' type) grade A cover and frame depth to invert <= 1.0 metre	1	no
12991908	Cable chamber 600 x 600 plastic ('Stakkabox' type) grade B cover and frame depth to invert <= 1.0 metre	1	no
12991909	Cable chamber 600 x 600 plastic ('Stakkabox' type) grade A cover and frame depth to invert <= 1.0 metre	1	no
12991910	Cable chamber 750 x 750 plastic ('Stakkabox' type) grade B cover and frame depth to invert >= 1.0 metre <= 2.0 metres	1	no
12991911	Cable chamber 750 x 750 plastic ('Stakkabox' type) grade A cover and frame depth to invert >= 1.0 metre <= 2.0 metres	1	no
12991912	Cable chamber 450 x 450 (Radbox type) grade A cover and frame depth to invert <= 1.0 metre	1	no
12991913	Cable chamber 450 x 450 (Radbox type) grade B cover and frame depth to invert <= 1.0 metre	1	no
12991914	Cable chamber 600 x 600 (Radbox type) grade B cover and frame depth to invert <= 1.0 metre	1	no

12991915	Cable chamber 600 x 600 (Radbox type) grade A cover and frame depth to invert <= 1.0 metre	1	no
12991916	Cable chamber 750 x 750 (Radbox type) grade A cover and frame depth to invert <= 1.0 metre	1	no
12991917	Cable chamber 750 x 750 (Radbox type) grade B cover and frame depth to invert <= 1.0 metre	1	no
12991918	Cable chamber 750 x 1250 (Radbox type) grade A cover and frame depth to invert <= 1.0 metre	1	no
12991919	Cable chamber 750 x 1250 (Radbox type) grade B cover and frame depth to invert <= 1.0 metre	1	no
12991920	Cable chamber 600 x 600 (Radbox type) grade A cover and frame depth to invert >= 1 metre <= 2 metre(s)	1	no
12991921	Cable chamber 600 x 600 (Radbox type) grade B cover and frame depth to invert >= 1 metre <= 2 metre(s)	1	no
12991922	Cable chamber 750 x 750 (Radbox type) grade A cover and frame depth to invert >= 1 metre <= 2 metre(s)	1	no
12991923	Cable chamber 750 x 750 (Radbox type) grade B cover and frame depth to invert >= 1 metre <= 2 metre(s)	1	no
12991924	Cable chamber 750 x 1250 (Radbox type) grade A cover and frame depth to invert >= 1 metre <= 2 metre(s)	1	no
12991925	Cable chamber 750 x 1250 (Radbox type) grade B cover and frame depth to invert >= 1 metre <= 2 metre(s)	1	no
12992011	Slot cutting in carriageway 1 turn per loop	1	m
12992012	Slot cutting in carriageway 2 turn (s) per loop	1	m
12992013	Slot cutting in carriageway 3 turn (s) per loop	1	m
12992014	Slot cutting in carriageway 4 turn (s) per loop	1	m
12992002	Slot cutting through kerbs	1	no
12992201	Electrical testing of power cables	1	item
12992202	Electrical testing of feeder cables	1	item
12992301	Identification of signal heads and poles	1	item
12992401	Interim commissioning	1	item

12992402	Final commissioning	1	item
12992601	Trial holes for traffic signals and pedestrian crossings	1	m3
12992602	Trial holes for traffic signs and traffic bollards	1	m3
12993306	Temporary traffic signal pole (in barrel)	1	no
12992501	Catenary support wire for temporary cable run	1	m
12992502	Extra over (cables) for laying cable fixed to catenary support wire/temporary poles/lighting columns	1	m
12995124	Traffic signal head type 1 with primary Hoods LED	1	No
12995224	Traffic signal head type 1 with Secondary hoods & LED aspects	1	No
12995125	Traffic signal head type 2 with primary Hoods LED	1	No
12995225	Traffic signal head type 2 with Secondary hoods & LED aspects	1	No
12995126	Traffic signal head type 3 with primary Hoods & LED aspects	1	No
12995226	Traffic signal head type 3 with Secondary hoods & LED aspects	1	No
12995127	Traffic signal head type 4 with primary Hoods & LED aspects	1	No
12995227	Traffic signal head type 4 with Secondary hoods & LED aspects	1	No
12995128	Traffic signal head type 5 with primary Hoods & LED aspects	1	No
12995228	Traffic signal head type 5 with Secondary hoods & LED aspects	1	No
12995129	Traffic signal head type 6 with primary Hoods & LED aspects	1	No
12995229	Traffic signal head type 6 with Secondary hoods & LED aspects	1	No
12995130	Traffic signal head type 7 with primary Hoods & LED aspects	1	No

12995230	Traffic signal head type 7 with Secondary hoods LED	1	No
12995131	Traffic signal head type 8 with primary Hoods & LED aspects	1	No
12995231	Traffic signal head type 8 with Secondary hoods & LED aspects	1	No
12995132	Traffic signal head type 9 with primary Hoods & LED aspects	1	No
12995232	Traffic signal head type 9 with Secondary hoods & LED aspects	1	No
12995133	Traffic signal head type 10 with primary Hoods & LED aspects	1	No
12995233	Traffic signal head type 10 with Secondary hoods & LED aspects	1	No
12995134	Traffic signal head type 11 with primary Hoods & LED aspects	1	No
12995234	Traffic signal head type 11 with Secondary hoods & LED aspects	1	No
12995135	Traffic signal head type 12 with primary Hoods & LED aspects	1	No
12995235	Traffic signal head type 12 with Secondary hoods & LED aspects	1	No
12995136	Traffic signal head type 13 with primary Hoods & LED aspects	1	No
12995236	Traffic signal head type 13 with Secondary hoods & LED aspects	1	No
12995137	Traffic signal head type 14 with primary Hoods & LED aspects	1	No
12995237	Traffic signal head type 14 with Secondary hoods & LED aspects	1	No
12995138	Traffic signal head type 15 with primary Hoods & LED aspects	1	No
12995238	Traffic signal head type 15 with Secondary hoods	1	No
12995139	Traffic signal head type 16 with primary Hoods & LED aspects	1	No
12995239	Traffic signal head type 16 with Secondary hoods & LED aspects	1	No

12995140	Traffic signal head type 17 with primary Hoods & LED aspects	1	No
12995240	Traffic signal head type 17 with Secondary hoods & LED aspects	1	No
12995141	Traffic signal head type 18 with primary Hoods & LED aspects	1	No
12995141	Traffic signal head type 18 with Secondary hoods & LED aspects	1	No
12995142	Traffic signal head type 19 with primary Hoods & LED aspects	1	No
12995242	Traffic signal head type 19 with Secondary hoods & LED aspects	1	No
12995143	Traffic signal head type 20 with primary Hoods & LED aspects	1	No
12995243	Traffic signal head type 20 with Secondary hoods & LED aspects	1	No
12995144	Traffic signal head type 21 with primary Hoods & LED aspects	1	No
12995244	Traffic signal head type 21 with Secondary hoods & LED aspects	1	No
12995145	Traffic signal head type 22 with primary Hoods & LED aspects	1	No
12995245	Traffic signal head type 22 with Secondary hoods & LED aspects	1	No
12995146	Traffic signal head type 23 with primary Hoods & LED aspects	1	No

1300 - ROAD LIGHTING COLUMNS, BRACKETS ETC

13001461	Steel road lighting column of 5 m nominal height with planted base and with a spigot mounted lantern (WRTL Arc or similar approved) incorporating a 50 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13002471	Steel road lighting column of 6 m nominal height with planted base and with a spigot mounted lantern (WRTL Arc or similar approved) incorporating a 70 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no

13003981	Steel road lighting column of 8 m nominal height with planted base and with single bracket arm having a projection of 1.25 m with a side entry lantern (WRTL Arc or similar approved) incorporating a 100 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13004991	Steel road lighting column of 10 m nominal height with planted base and with single bracket arm having a projection of 1.25 m with a side entry lantern (WRTL Arc or similar approved) incorporating a 150 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13011361	Steel road lighting column of 5 m nominal height with planted base and with single bracket arm having a projection of 0.5 m with a side entry lantern (WRTL Arc or similar approved) incorporating a 50 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13011461	Steel road lighting column with hinged base and of 5 m nominal height with planted base and with a spigot mounted lantern (WRTL Arc or similar approved) incorporating a 50 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13012461	Steel road lighting column with hinged base and of 6 m nominal height with planted base and with a spigot mounted lantern (WRTL Arc or similar approved) incorporating a 50 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13012471	Steel road lighting column with hinged base and of 6 m nominal height with planted base and with a spigot mounted lantern (WRTL Arc or similar approved) incorporating a 70 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13013481	Steel road lighting column with hinged base and of 8 m nominal height with planted base and with a spigot mounted lantern (WRTL Arc or similar approved) incorporating a 100 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13013981	Steel road lighting column with hinged base and of 8 m nominal height with planted base and with single bracket arm having a projection of 1.25 m with a side entry lantern (WRTL Arc or similar approved) incorporating a 100 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no

13022461	Steel road lighting column of 6 m nominal height with planted base and with a spigot mounted lantern (WRTL Arc or similar approved) incorporating a 50 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13028361	Steel road lighting column of 6 m nominal height with planted base and with single bracket arm having a projection of 0.75 m with a side entry lantern (WRTL Arc or similar approved) incorporating a 50 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13028371	Steel road lighting column of 6 m nominal height with planted base and with single bracket arm having a projection of 0.75 m with a side entry lantern (WRTL Arc or similar approved) incorporating a 70 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13059101	Steel road lighting column of 12 m nominal height with planted base and with single bracket arm having a projection of 1.25 m with a side entry lantern (WRTL Arc or similar approved) incorporating a 250 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13089111	Steel road lighting column of 15 m nominal height with planted base and with single bracket arm having a projection of 1.25 m with a side entry lantern (WRTL Arc or similar approved) incorporating a 250 watt SON/T lamp and photo-electric control set to switch on at 70 lux	1	no
13015391	Tapered steel road lighting column of 10m nominal height with planted base and with swept bracket arm having a projection of 1.5m with a side entry lantern incorporating a 150w SON/T lamp and photo-electric control set to switch on at 70 lux (Fabrikat Mercury and WRTL Arc or similar approved)	1	no
13015392	Tapered steel road lighting column of 10m nominal height with planted base and with swept twin bracket arms having a projection of 1.5m each with 2No. side entry lanterns incorporating a 150w SON/T lamp and photo-electric control set to switch on at 70 lux (Fabrikat Mercury and WRTL Arc or similar approved)	1	no

13015393	Tapered steel road lighting column of 12m nominal height with planted base and with swept bracket arm having a projection of 1.75m with a side entry lantern incorporating a 250w SON/T lamp and photo-electric control set to switch on at 70 lux (Fabrikat Mercury and WRTL Arc or similar approved)	1	no
13005601	Re-erection of road lighting column of 6m nominal height with planted base and with single bracket arm having a projection of 0.75m with a luminaire unit incorporating a 50 watt SONT lamp	1	no
13005602	Re-erection of road lighting column of 6m nominal height with planted base and with single bracket arm having a projection of 0.75m with a luminaire unit incorporating a 70 watt SONT lamp	1	no
13005603	Re-erection of road lighting column of 8m nominal height with planted base and with single bracket arm having a projection of 1.25m with a luminaire unit incorporating a 100 watt SONT lamp	1	no
13005604	Re-erection of road lighting column of 10m nominal height with planted base and with single bracket arm having a projection of 1.25m with a luminaire unit incorporating a 150 watt SONT lamp	1	no
13005605	Re-erection of road lighting column of 12m nominal height with planted base and with single bracket arm having a projection of 1.25m with a luminaire unit incorporating a 250 watt SONT lamp	1	no
13005606	Re-erection of road lighting column of 12m nominal height with planted base and with single bracket arm having a projection of 1.25m with a luminaire unit incorporating a 400 watt SONT lamp	1	no

1400 - ELECTRICAL WORK, LIGHTING & SIGNS

14000114	Single way cut out termination to 6 mm ² 3 core PVC/SWA/PVC cable in road lighting column	1	no
14000124	2 way cut out termination to 6 mm ² 3 core PVC/SWA/PVC cable in road lighting column	1	no
14000162	6 mm ² 3 core PVC/SWA/PVC cable with copper conductors in existing duct	1	m

14000214	Single way cut out termination to 10 mm ² 3 core PVC/SWA/PVC cable in road lighting column	1	no
14000218	Single way cut out termination to 3 core PVC/SWA/PVC cable in feeder pillar	1	no
14000224	2 way cut out termination to 10 mm ² 3 core PVC/SWA/PVC cable in road lighting column	1	no
14000228	2 way cut out termination to 4mm ² 3 core PVC/SWA/PVC cable in feeder pillar	1	no
14000238	3 way cut out termination to 3 core PVC/SWA/PVC cable in feeder pillar	1	no
14000248	4 way cut out termination to 3 core PVC/SWA/PVC cable in feeder pillar	1	no
14000262	10 mm ² 3 core PVC/SWA/PVC cable with copper conductors in existing duct	1	m
14000314	Single way cut out termination to 16 mm ² 3 core PVC/SWA/PVC cable in road lighting column	1	no
14000324	2 way cut out termination to 16 mm ² 3 core PVC/SWA/PVC cable in road lighting column	1	no
14000362	16 mm ² 3 core PVC/SWA/PVC cable with copper conductors in existing duct	1	m
14001101	Disconnect sub-service termination in Lit Sign Unit	1	no
14001104	Disconnect sub-service termination in road lighting column	1	no
14001108	Disconnect sub-service termination in feeder pillar	1	no
14001201	Type 1 powder coated stainless steel feeder pillar 300mm x 150mm x 1060mm (Ritherdon or similar approved)	1	no
14001202	Type 2 powder coated stainless steel feeder pillar 460mm x 235mm x 1060mm (Ritherdon or similar approved)	1	no
14001203	Type 3 powder coated stainless steel feeder pillar 620mm x 320mm x 1060mm (Ritherdon or similar approved)	1	no
14001311	Single way cut out termination to 4 mm ² 3 core PVC/SWA/PVC cable in Lit Sign Unit	1	no
14001314	Single way cut out termination to 4 mm ² 3 core PVC/SWA/PVC cable in road lighting column	1	no

14001321	2 way cut out termination to 4 mm2 3 core PVC/SWA/PVC cable in Lit Sign Unit	1	no
14001324	2 way cut out termination to 4 mm2 3 core PVC/SWA/PVC cable in road lighting column	1	no
14001331	3 way cut out termination to 4 mm2 3 core PVC/SWA/PVC cable in Lit Sign Unit	1	no
14001334	3 way cut out termination to 4 mm2 3 core PVC/SWA/PVC cable in road lighting column	1	no
14001341	Looped termination to 4 mm2 3 core PVC/SWA/PVC cable in Lit Sign Unit	1	no
14001344	Looped termination to 4 mm2 3 core PVC/SWA/PVC cable in road lighting column	1	no
14001362	4 mm2 3 core PVC/SWA/PVC cable with copper conductors depth exceeding 0.6 metres but not exceeding 0.9 metres in existing duct	1	m
14001603	Polyolifen draw box chamber with galvanised steel frame and composite skid resistant lockable 450 x 450mm cover	1	no
14002325	Trench for duct not exceeding 450mm wide depth not exceeding 0.6 metres in footways, paved areas, central reserves and hard standings for duct Type SD1	1	m
14002326	Trench for duct not exceeding 450mm wide depth exceeding 0.6 metres but not exceeding 0.9 metres in carriageways for duct Type SD1	1	m
14002327	Trench for duct exceeding 450mm wide but not exceeding 600mm wide depth not exceeding 0.6 metres in footways, paved areas, central reserves and hard standings for duct Type SD2	1	m
14002328	Trench for duct exceeding 450mm wide but not exceeding 600mm wide depth exceeding 0.6 metres but not exceeding 0.9 metres in carriageways for duct Type SD2	1	m
14002329	Trench for duct exceeding 450mm wide but not exceeding 600mm wide depth exceeding 0.6 metres but not exceeding 0.9 metres in footways, paved areas, central reserves and hard standings for duct Types SD3 and SD4	1	m
14002330	Trench for duct exceeding 450mm wide but not exceeding 600mm wide depth exceeding 0.6 metres but not exceeding 0.9 metres in carriageways for duct Types SD3 and SD4	1	m

14002331	Trench for duct exceeding 600mm wide but not exceeding 750mm wide depth exceeding 0.6 metres but not exceeding 0.9 metres in footways, paved areas, central reserves and hard standings for duct Types SD5 and SD6	1	m
14002332	Trench for duct exceeding 600mm wide but not exceeding 750mm wide depth exceeding 0.6 metres but not exceeding 0.9 metres in carriageways for duct Types SD5 and SD6	1	m
14002333	Trench for duct exceeding 750mm wide but not exceeding 900mm wide depth exceeding 0.6 metres but not exceeding 0.9 metres in carriageways for duct Types SD7 and SD8	1	m
14002334	Trench for duct exceeding 750mm wide but not exceeding 900mm wide depth exceeding 0.6 metres but not exceeding 0.9 metres in footways, paved areas, central reserves and hard standings for duct Types SD7 and SD8	1	m
14004105	1 number 100 mm diameter duct specified design SD/1/100/A/MDPE/600/W in trench depth exceeding 0.60 metres but not exceeding 0.9 metres (duct colour black)	1	m
14004385	1 number 50 mm diameter duct specified design SD/1/50/B/MDPE/450/W depth not exceeding 0.6 metres (duct colour black)	1	m
14004905	1 number 90 mm diameter duct specified design SD/1/90/A/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour black)	1	m
14004906	1 number 90 mm diameter duct specified design SD/1/90/A/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004907	1 number 90 mm diameter duct specified design SD/1/90/B/MDPE/450 depth not exceeding 0.6 metres (duct colour orange)	1	m
14004915	2 number 90 mm diameter duct specified design SD/2/90/A/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004908	2 number 90 mm diameter duct specified design SD/2/90/B/MDPE/450 depth not exceeding 0.6 metres (duct colour orange)	1	m

14004916	3 number 90 mm diameter duct specified design SD/3/90/A/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004909	3 number 90 mm diameter duct specified design SD/3/90/B/MDPE/450 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004925	3 number 90 mm diameter duct specified design SD/3/90/B/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004917	4 number 90 mm diameter duct specified design SD/4/90/A/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004910	4 number 90 mm diameter duct specified design SD/4/90/B/MDPE/450 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004924	4 number 90 mm diameter duct specified design SD/4/90/B/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004918	5 number 90 mm diameter duct specified design SD/5/90/A/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004911	5 number 90 mm diameter duct specified design SD/5/90/B/MDPE/450 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004923	5 number 90 mm diameter duct specified design SD/5/90/B/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004919	6 number 90 mm diameter duct specified design SD/6/90/A/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004912	6 number 90 mm diameter duct specified design SD/6/90/B/MDPE/450 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m

14004922	6 number 90 mm diameter duct specified design SD/6/90/B/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004920	8 number 90 mm diameter duct specified design SD/8/90/A/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004914	8 number 90 mm diameter duct specified design SD/8/90/B/MDPE/450 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m
14004921	8 number 90 mm diameter duct specified design SD/8/90/B/MDPE/600 depth exceeding 0.6 metres but not exceeding 0.9 metres (duct colour orange)	1	m

3000 - LANDSCAPE & ECOLOGY

30000321	Turfing to surfaces sloping at 10 degrees or less to the horizontal	1	m2
30000322	Turfing to surfaces sloping more than 10 degrees to the horizontal	1	m2
30001121	Vegetation clearance to surfaces sloping at 10 degrees or less to the horizontal	1	m2
30001231	Organic mulching composted wood chips or bark to a depth of 75 mm in planting areas at 10 degrees or less to the horizontal	1	m2
30001241	Organic mulching of mushroom compost to a depth of 100 mm in planting areas at 10 degrees or less to the horizontal	1	m2
30001321	Final preparation of soils to surfaces sloping at 10 degrees or less to the horizontal	1	m2
30001322	Final preparation of soils to surfaces sloping more than 10 degrees to the horizontal	1	m2
30001421	Final Cultivation to surfaces sloping at 10 degrees or less to the horizontal	1	m2
30001422	Final Cultivation to surfaces sloping more than 10 degrees to the horizontal	1	m2
30002311	Grass seeding by conventional sowing to surfaces sloping at 10 degrees or less to the horizontal	1	m2

30002312	Grass seeding by conventional sowing to surfaces sloping more than 10 degrees to the horizontal	1	m2
30062011	Shrubs Berberis Darnwinii in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062021	Shrubs Cornus Elegantissima in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062031	Shrubs Hebe Rakaiensis in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062041	Shrubs Lonicera Pileata in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062051	Shrubs Prunus Laurocerasus Otto Luyken to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062061	Shrubs Rosa Red Bells in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062071	Shrubs Rosa White Bells in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062081	Shrubs Senecio Sunshine in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062091	Shrubs Spiraea Japonica Anthony Waterer in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062101	Shrubs Cotoneaster Dammeri in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062111	Shrubs Escallonia Crimson Spire in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062121	Shrubs Escallonia Gold Brian in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062131	Shrubs Hebe Mrs. Winder in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062141	Shrubs Hedera Helix Gold Heart in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no
30062151	Shrubs Mahonia Lomarifolia in beds to surfaces sloping at 10 degrees or less to the horizontal	1	no

30062161

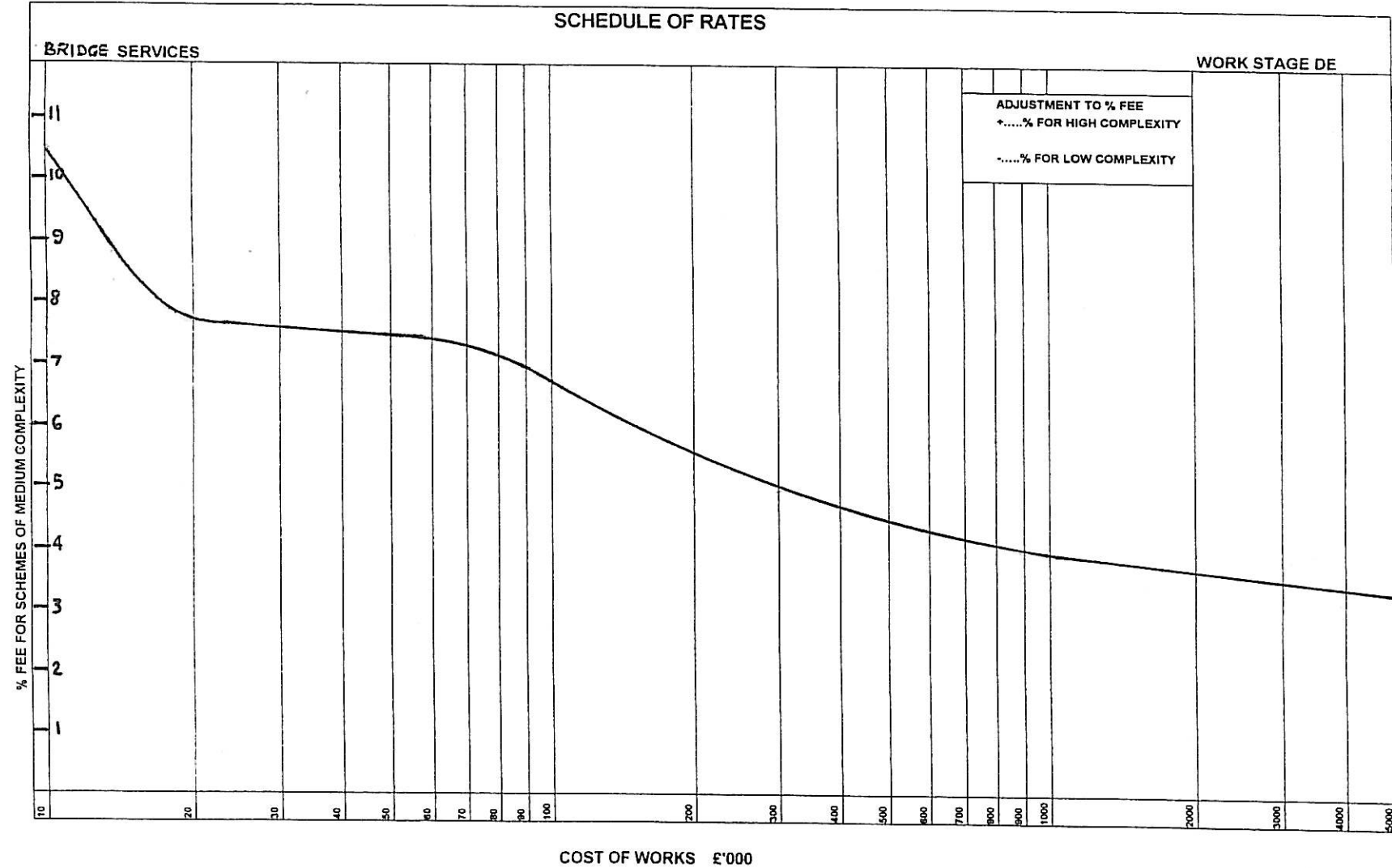
Shrubs *Viburnum Davidii* in beds to surfaces sloping
at 10 degrees or less to the horizontal

1 no



Percentage Fee Graphs

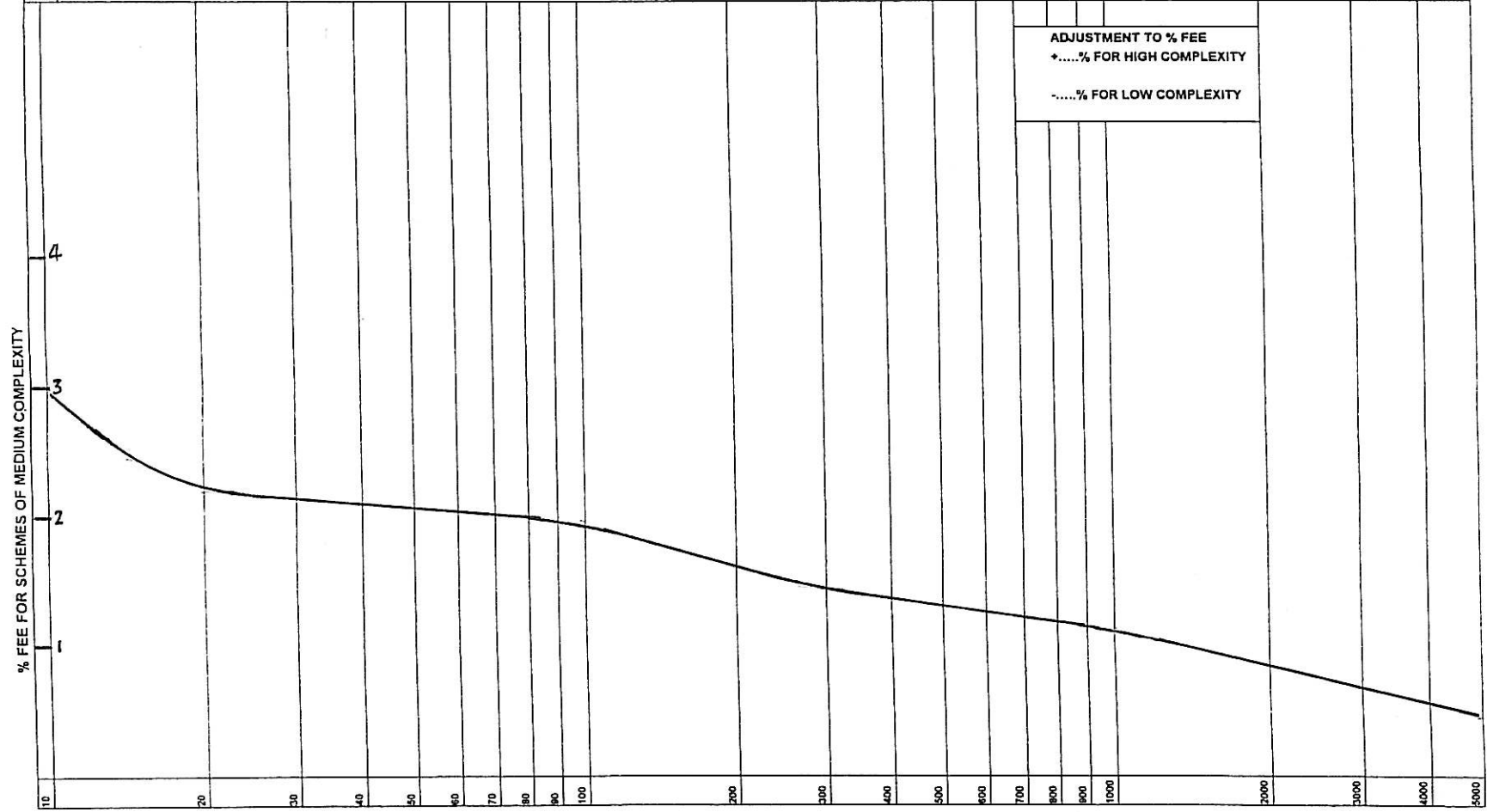
SCHEDULE OF RATES



SCHEDULE OF RATES

BRIDGE SERVICES

WORK STAGE FG



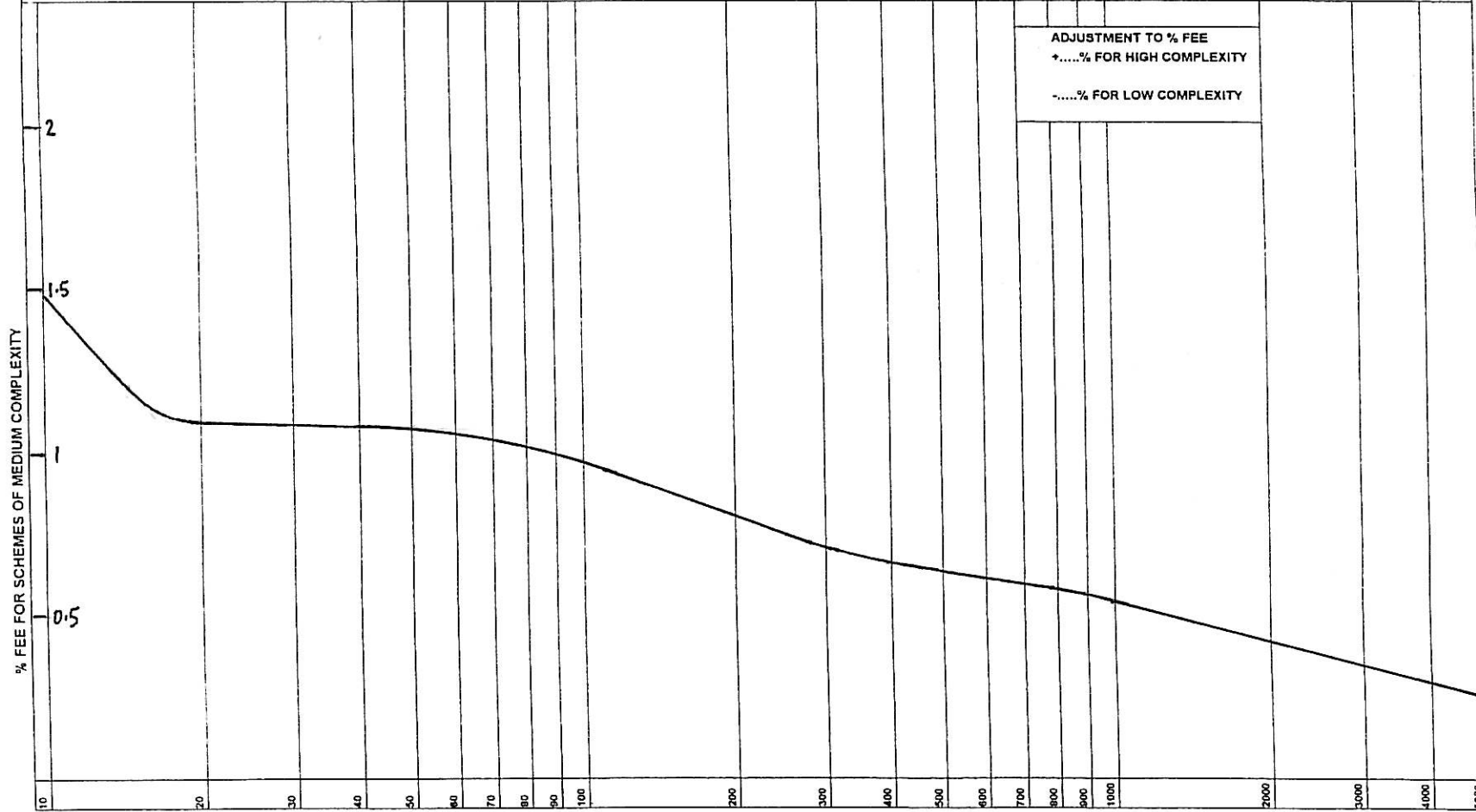
ADJUSTMENT TO % FEE
 +.....% FOR HIGH COMPLEXITY
 -.....% FOR LOW COMPLEXITY

COST OF WORKS £'000

SCHEDULE OF RATES

BRIDGE SERVICES

WORK STAGE HJ



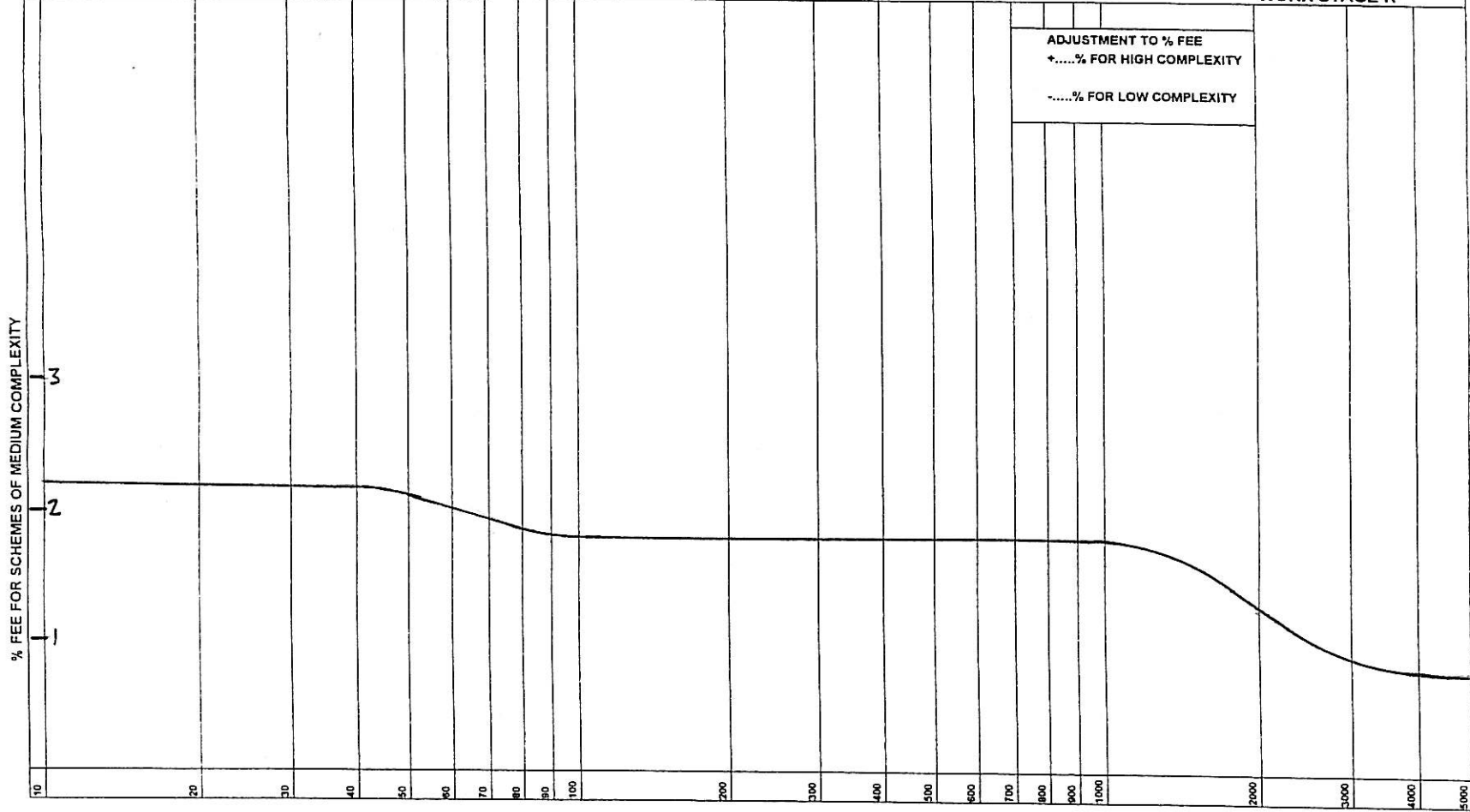
ADJUSTMENT TO % FEE
 +.....% FOR HIGH COMPLEXITY
 -.....% FOR LOW COMPLEXITY

COST OF WORKS £'000

SCHEDULE OF RATES

BRIDGE SERVICES

WORK STAGE K



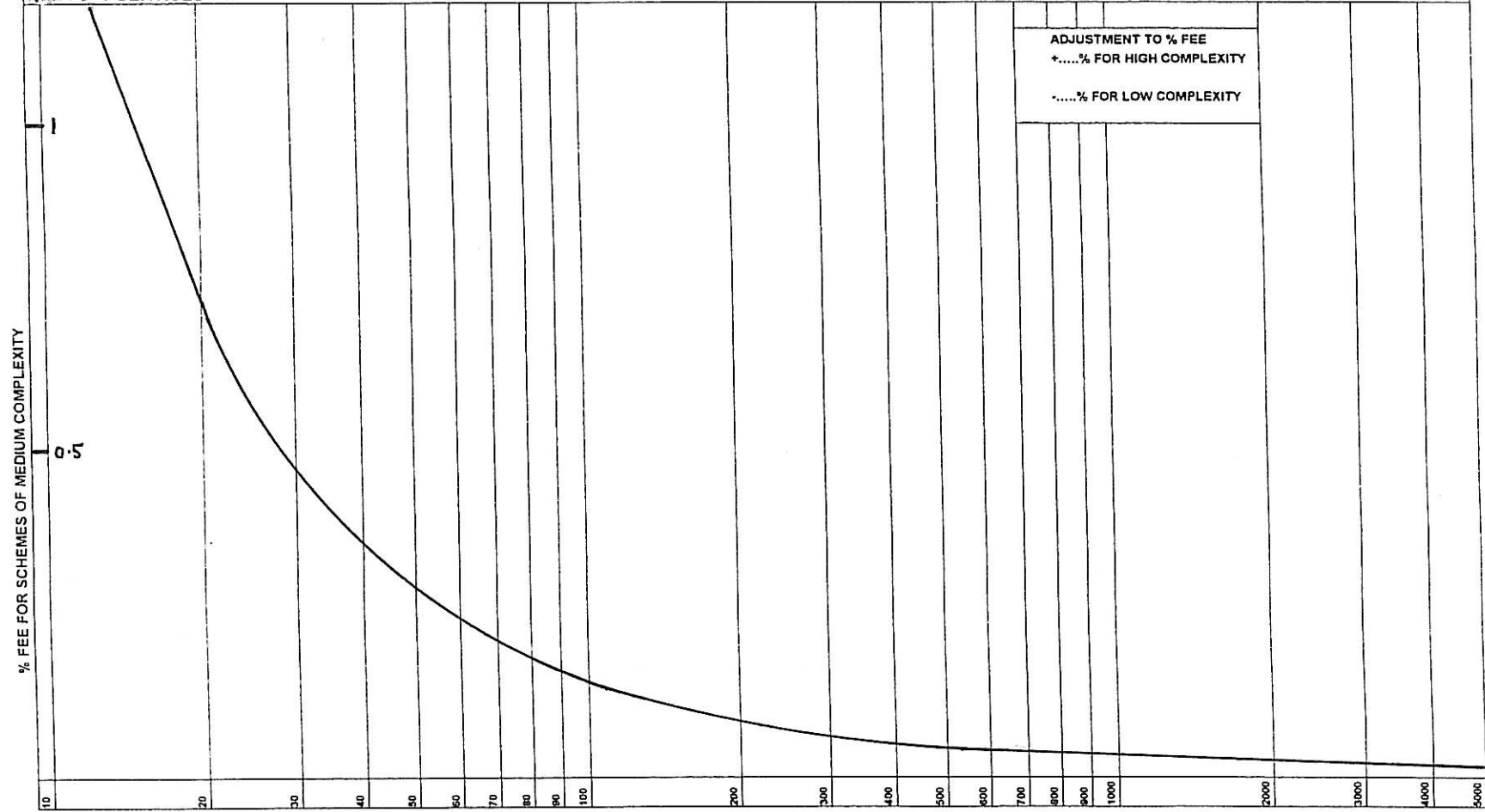
% FEE FOR SCHEMES OF MEDIUM COMPLEXITY

COST OF WORKS £'000

SCHEDULE OF RATES

BRIDGE SERVICES

WORK STAGE L



ADJUSTMENT TO % FEE
 +.....% FOR HIGH COMPLEXITY
 -.....% FOR LOW COMPLEXITY

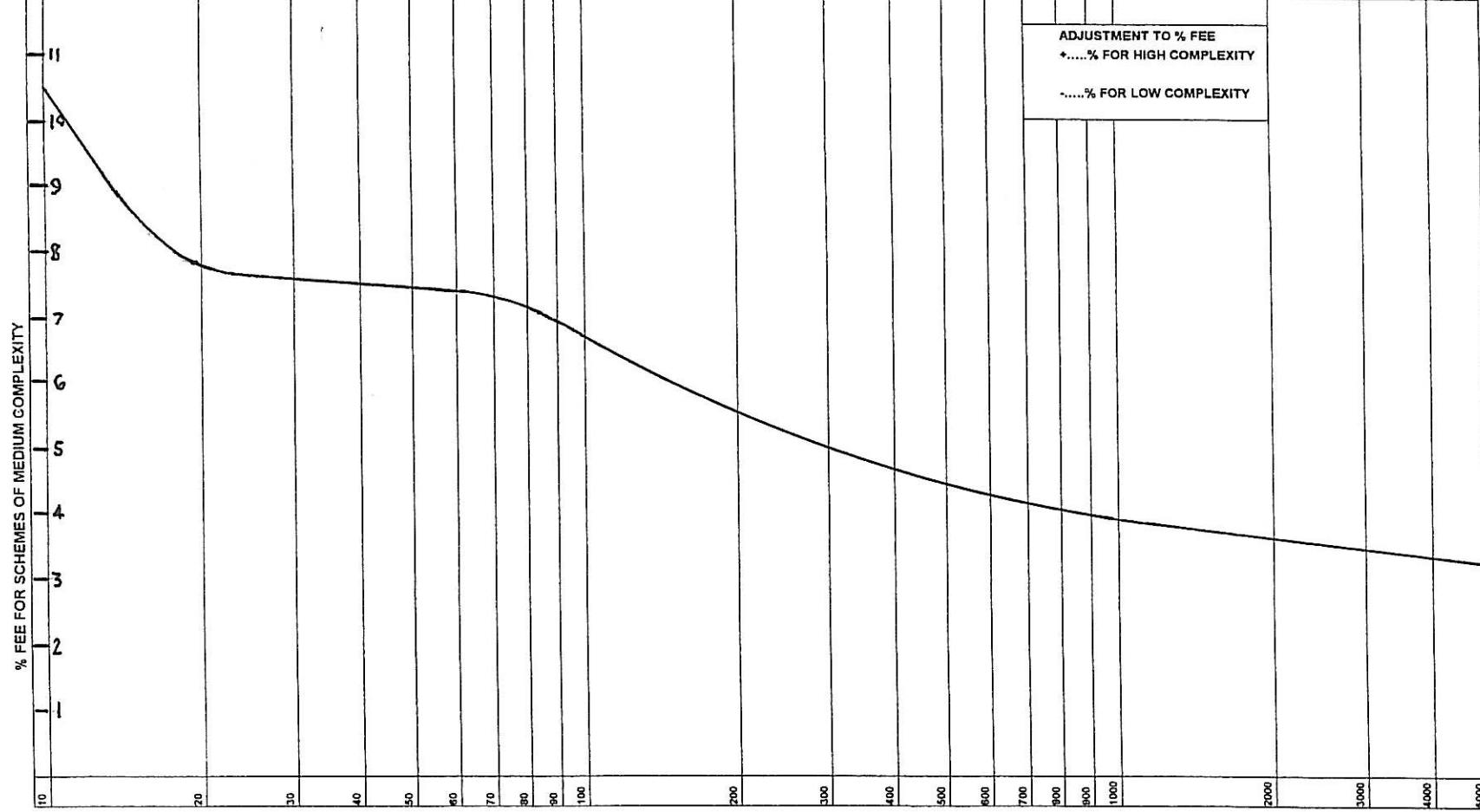
% FEE FOR SCHEMES OF MEDIUM COMPLEXITY

COST OF WORKS £'000

SCHEDULE OF RATES

HIGHWAY SERVICES

WORK STAGE DE

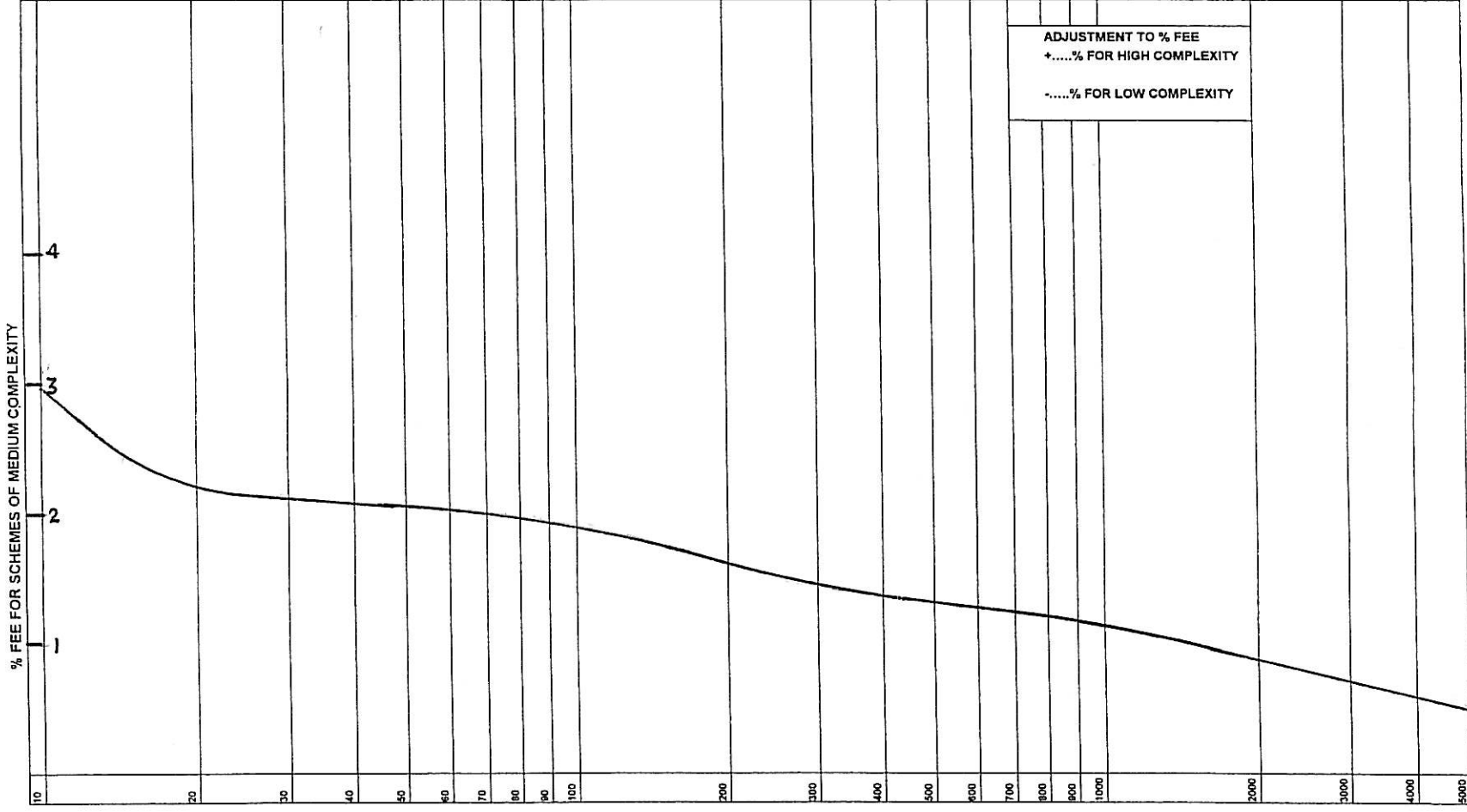


COST OF WORKS £'000

SCHEDULE OF RATES

HIGHWAY SERVICES

WORK STAGE FG



ADJUSTMENT TO % FEE
 +.....% FOR HIGH COMPLEXITY
 -.....% FOR LOW COMPLEXITY

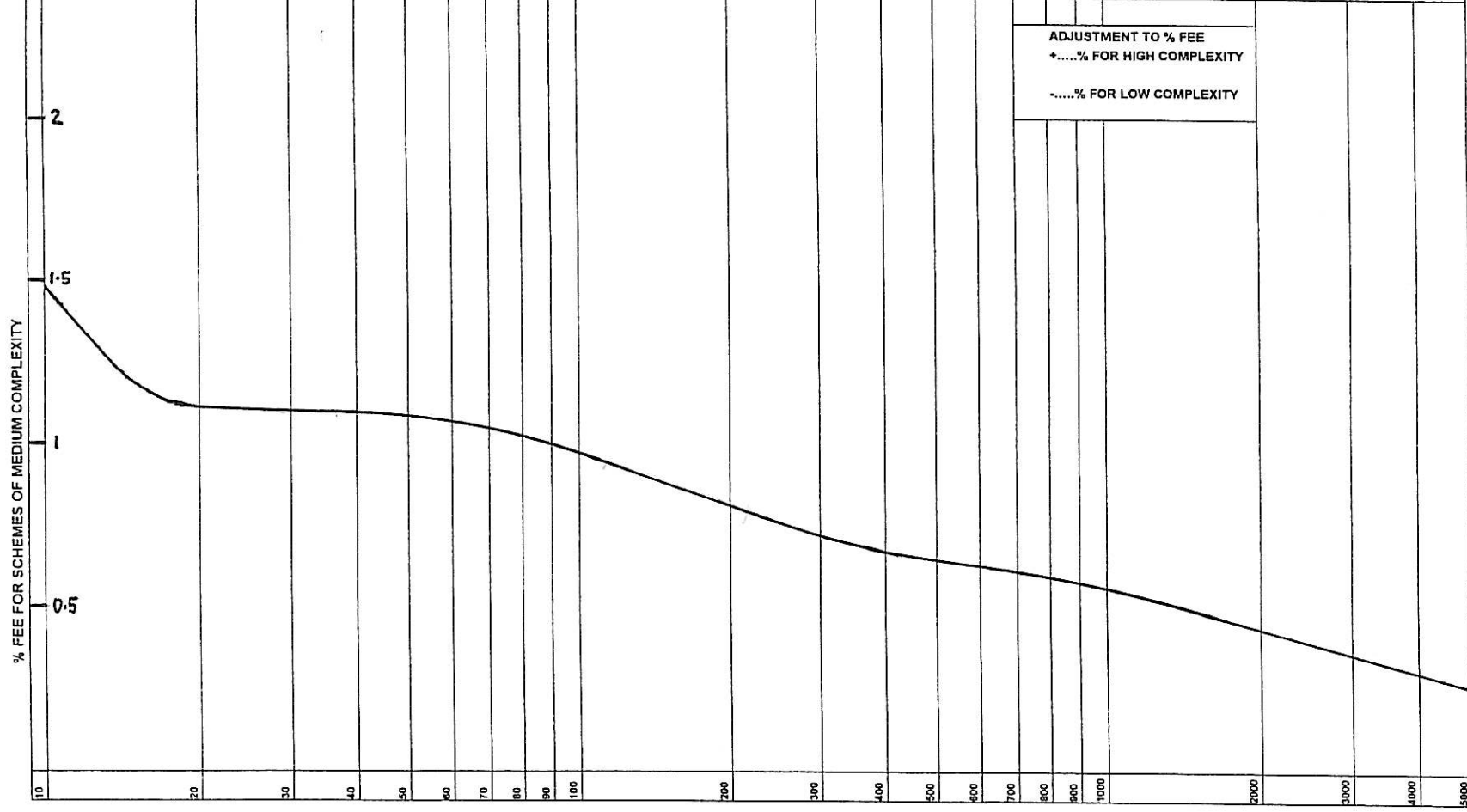
% FEE FOR SCHEMES OF MEDIUM COMPLEXITY

COST OF WORKS £'000

SCHEDULE OF RATES

HIGHWAY SERVICES

WORK STAGE HJ



ADJUSTMENT TO % FEE
 +.....% FOR HIGH COMPLEXITY
 -.....% FOR LOW COMPLEXITY

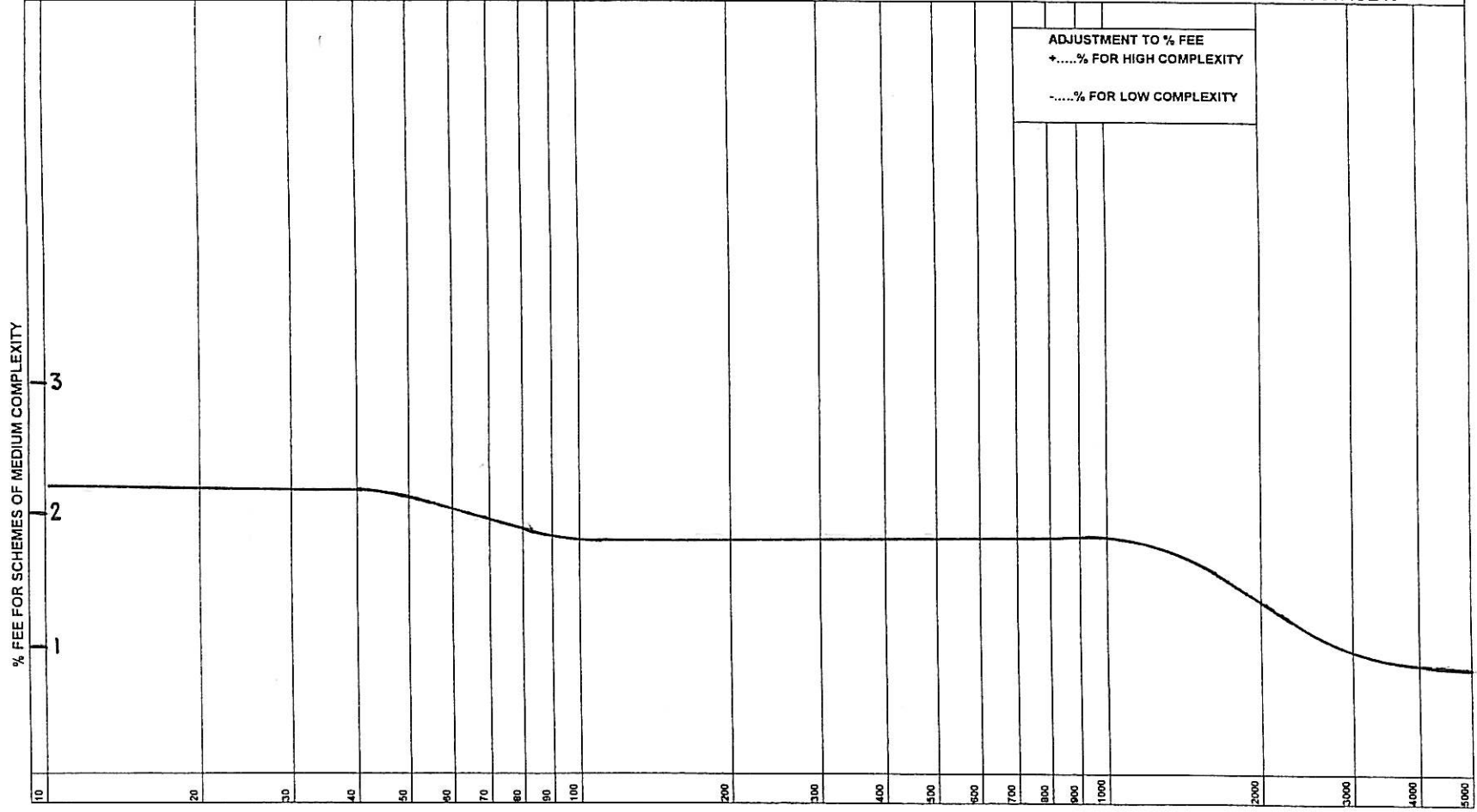
% FEE FOR SCHEMES OF MEDIUM COMPLEXITY

COST OF WORKS £'000

SCHEDULE OF RATES

HIGHWAY SERVICES

WORK STAGE K



ADJUSTMENT TO % FEE
 +.....% FOR HIGH COMPLEXITY
 -.....% FOR LOW COMPLEXITY

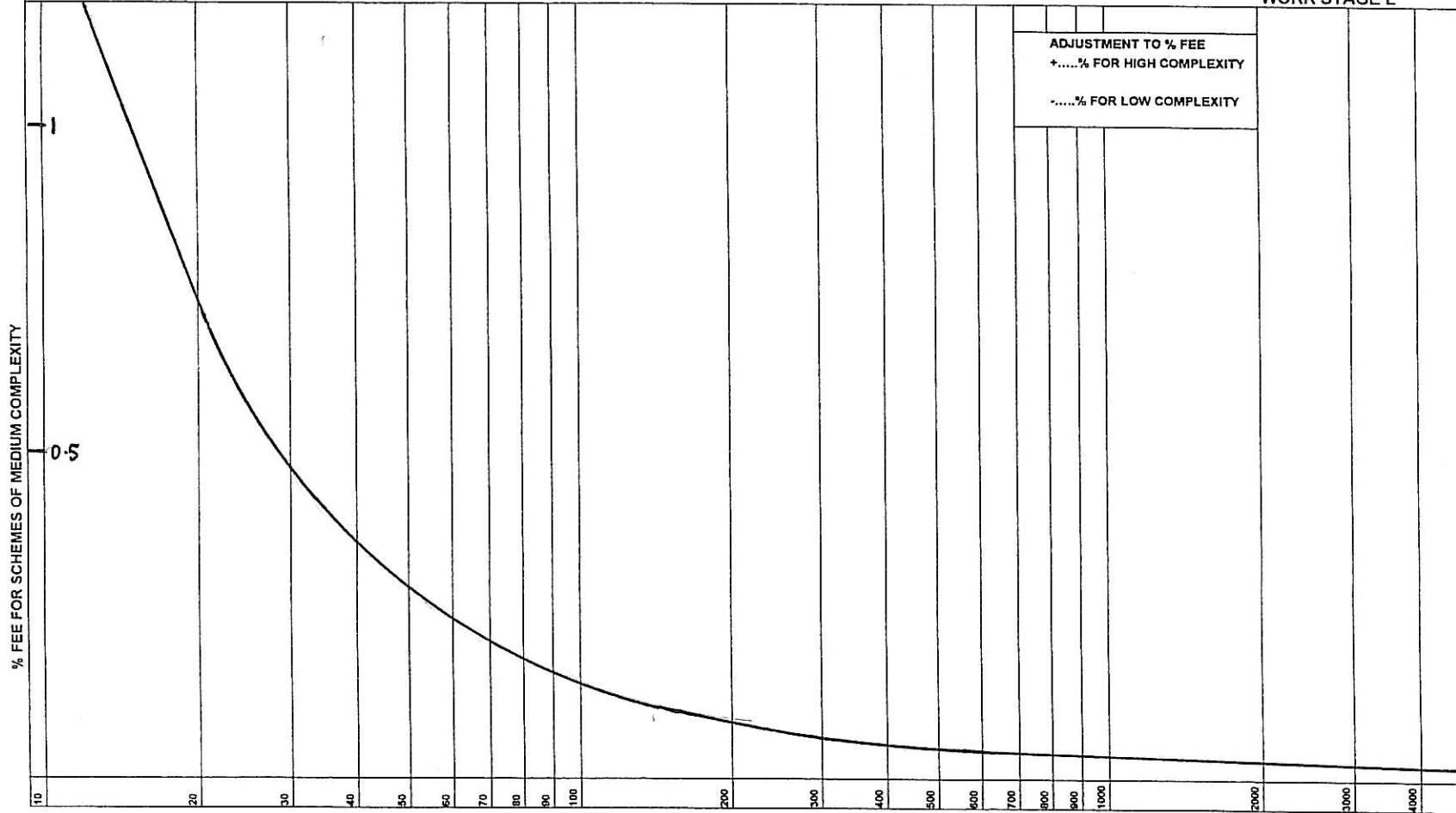
% FEE FOR SCHEMES OF MEDIUM COMPLEXITY

COST OF WORKS £'000

SCHEDULE OF RATES

HIGHWAY SERVICES

WORK STAGE L



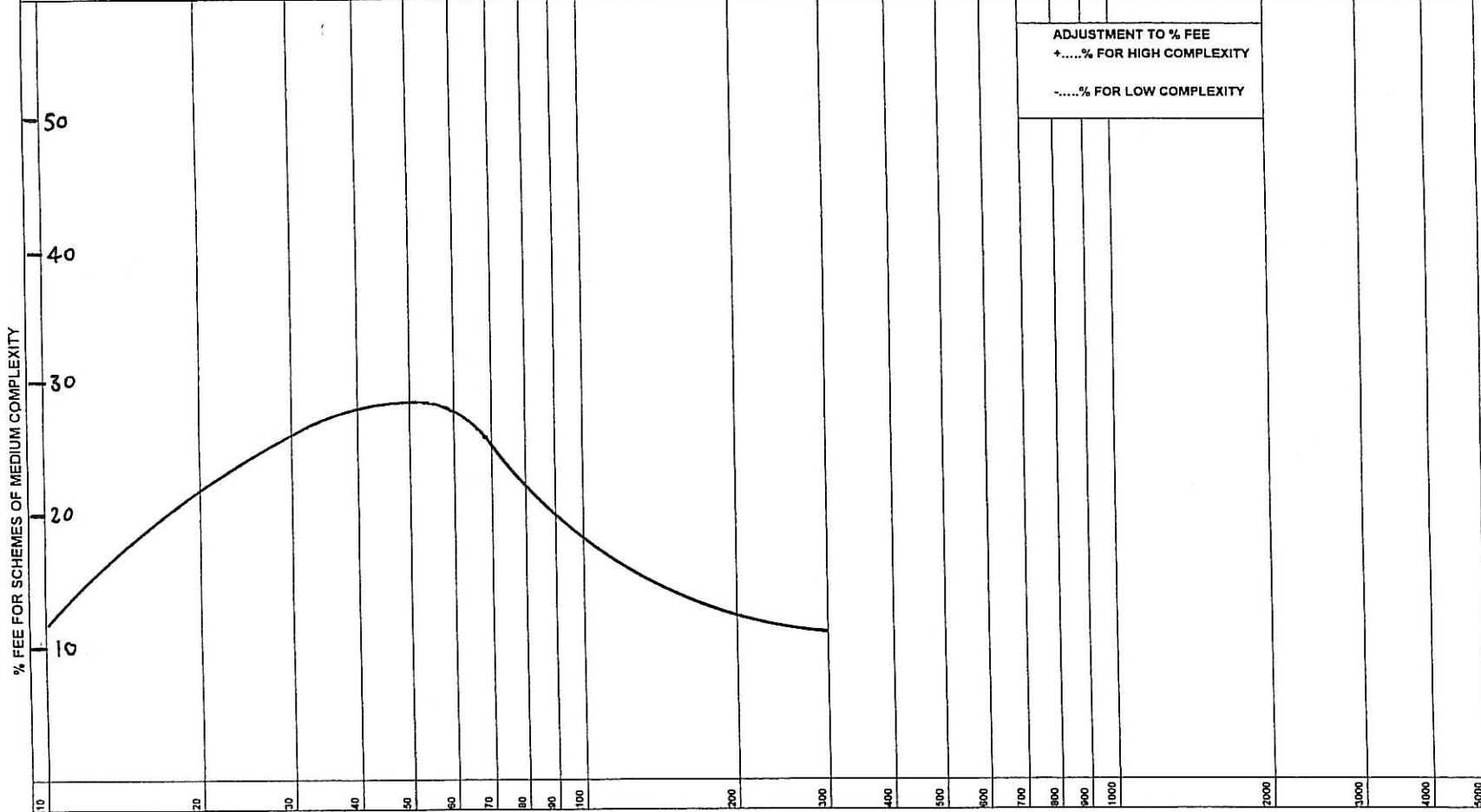
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COST OF WORKS £'000

SCHEDULE OF RATES

TRAFFIC SERVICES (DESIGN & MANAGEMENT)

WORK STAGE DE



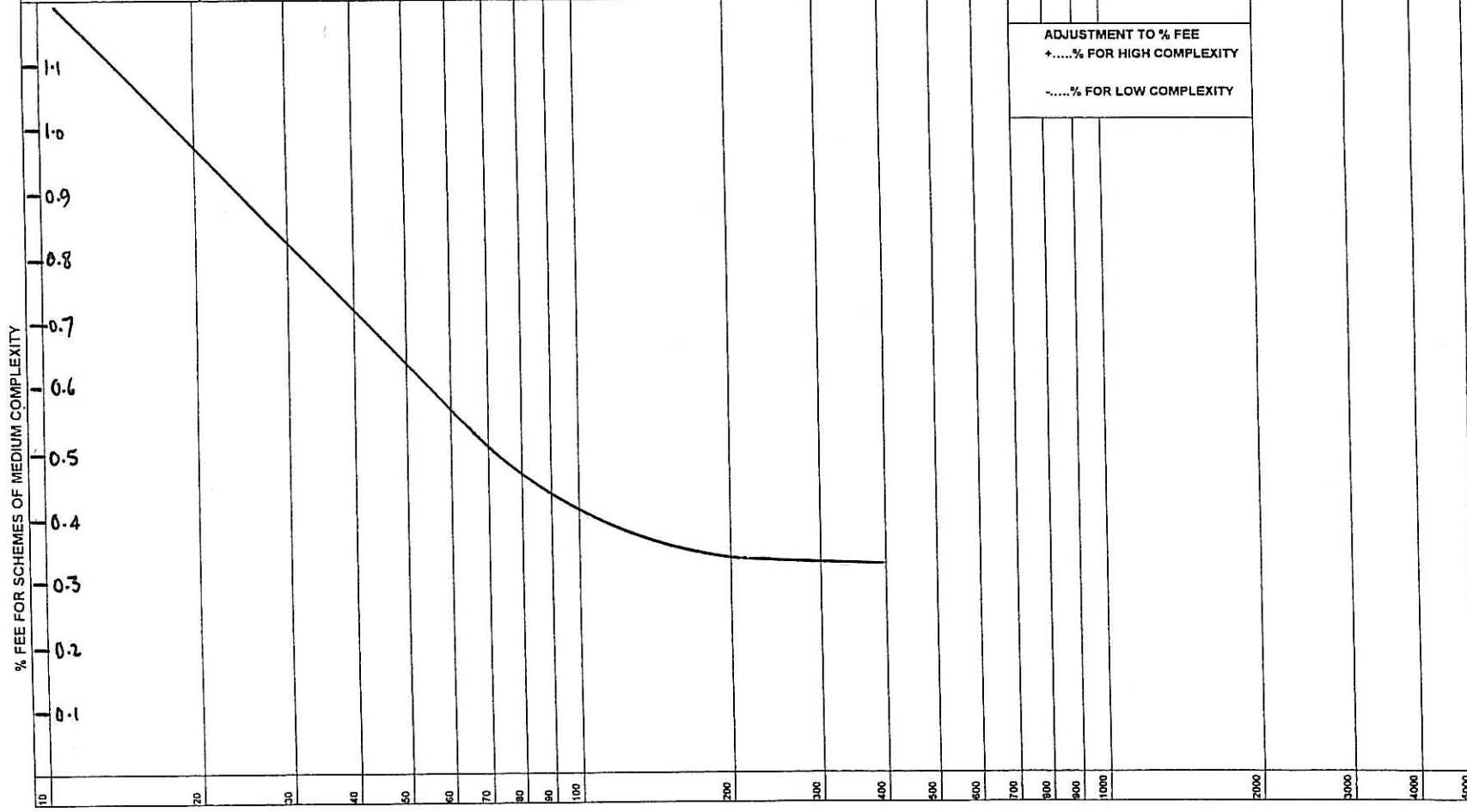
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COST OF WORKS £'000

SCHEDULE OF RATES

TRAFFIC SERVICES (DESIGN & MANAGEMENT)

WORK STAGE FG



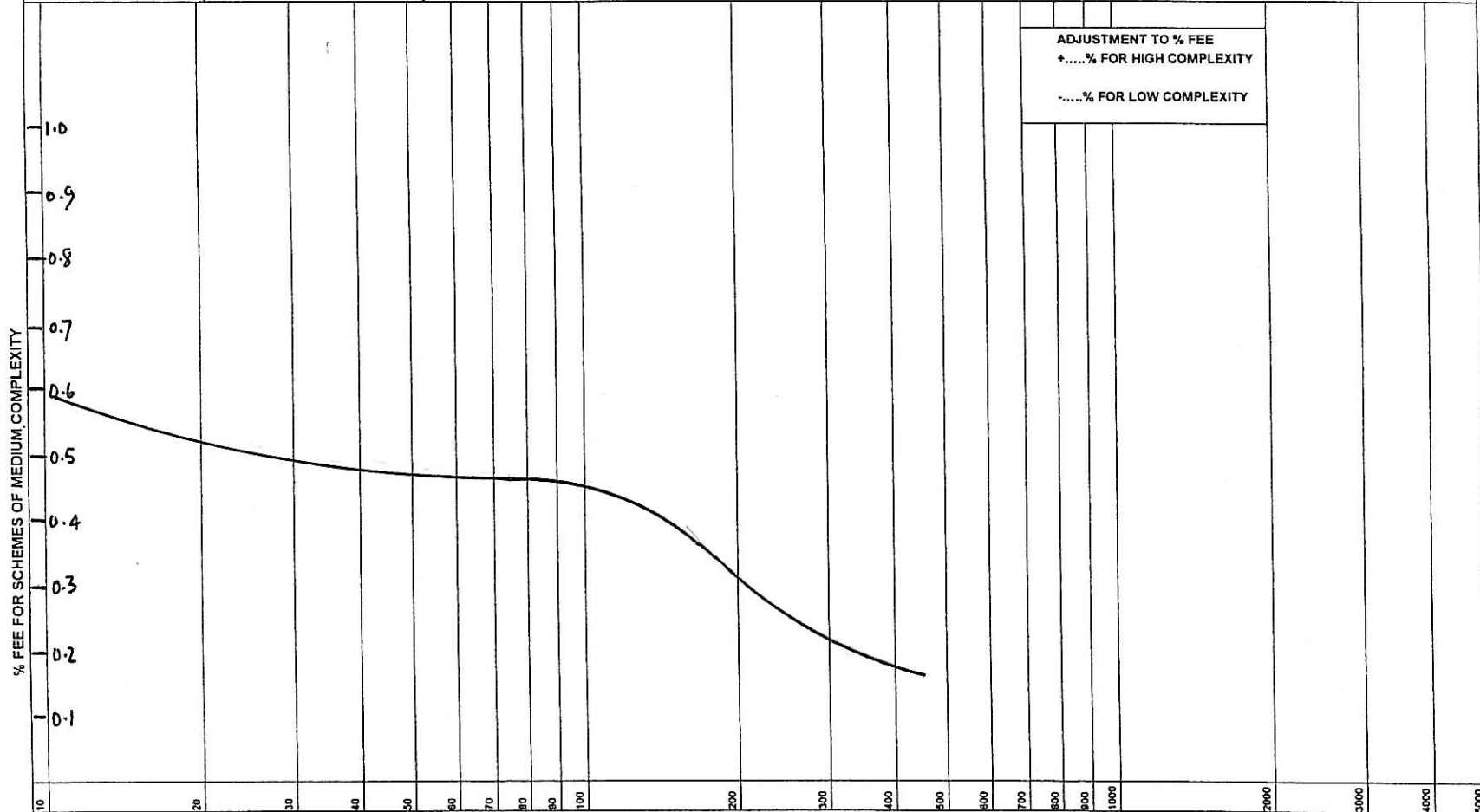
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 +.....% FOR HIGH COMPLEXITY
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COST OF WORKS £'000

SCHEDULE OF RATES

TRAFFIC SERVICES (DESIGN & MANAGEMENT)

WORK STAGE HJ



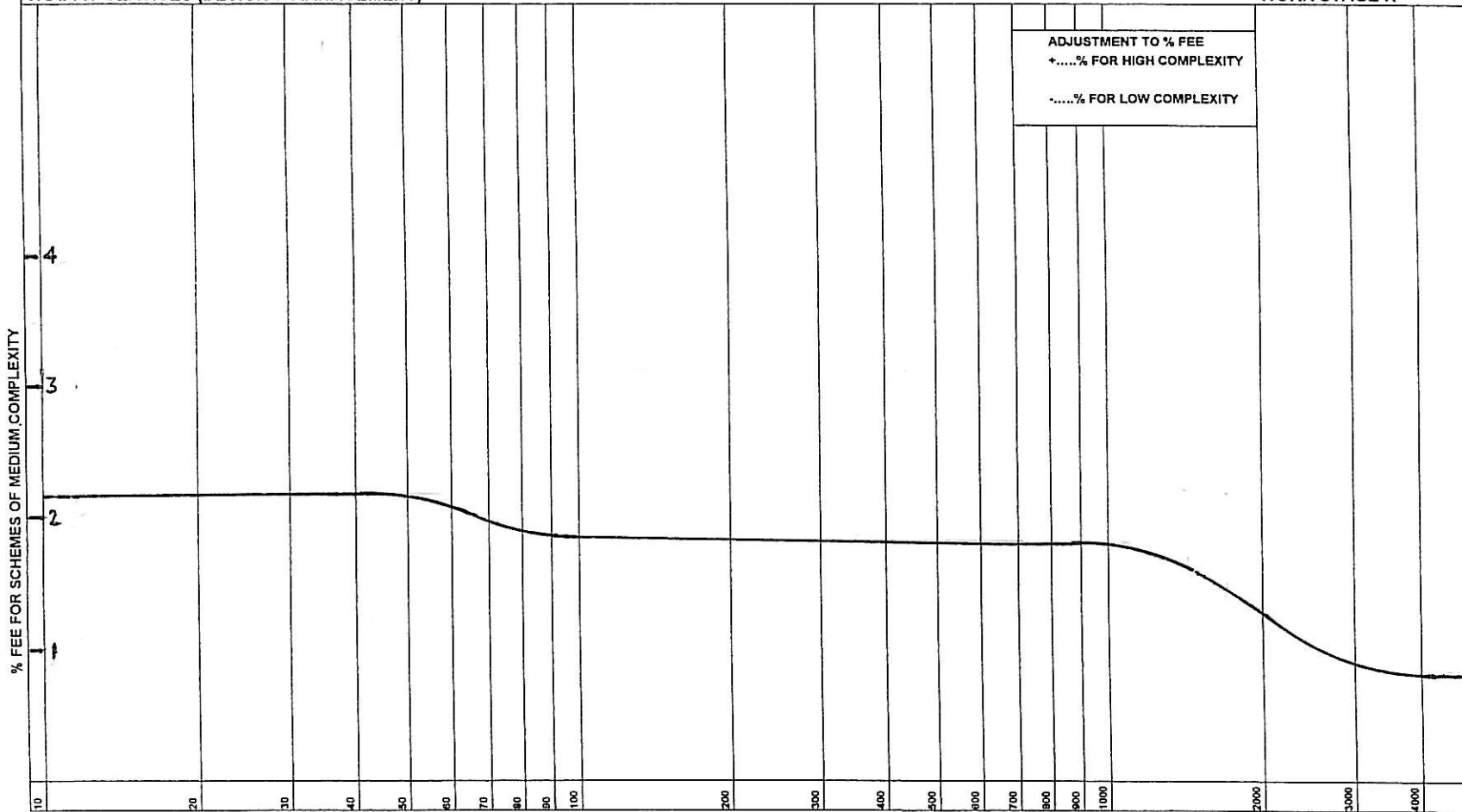
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 +.....% FOR HIGH COMPLEXITY
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COST OF WORKS £'000

SCHEDULE OF RATES

TRAFFIC SERVICES (DESIGN & MANAGEMENT)

WORK STAGE K



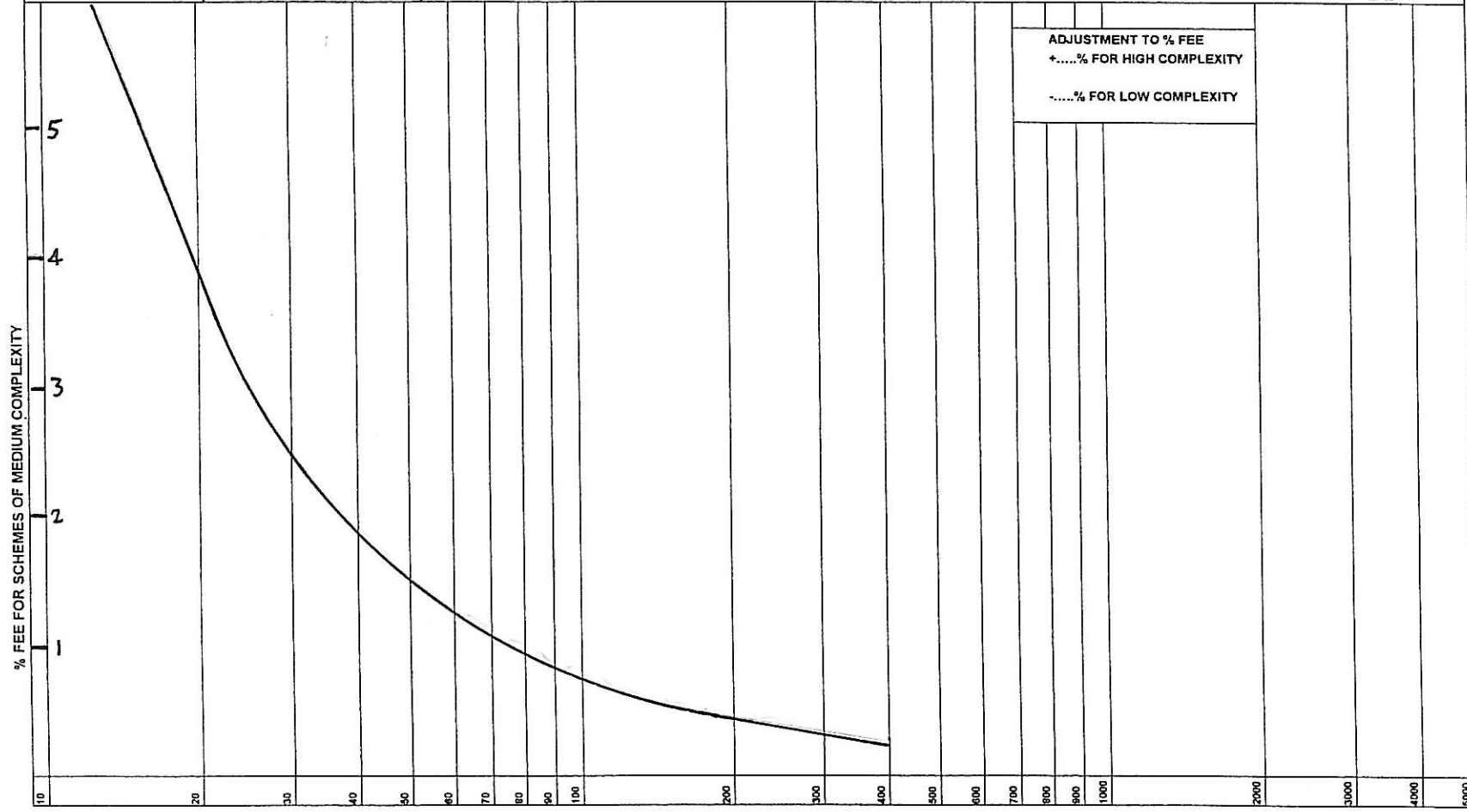
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COST OF WORKS £'000

SCHEDULE OF RATES

TRAFFIC SERVICES (DESIGN & MANAGEMENT)

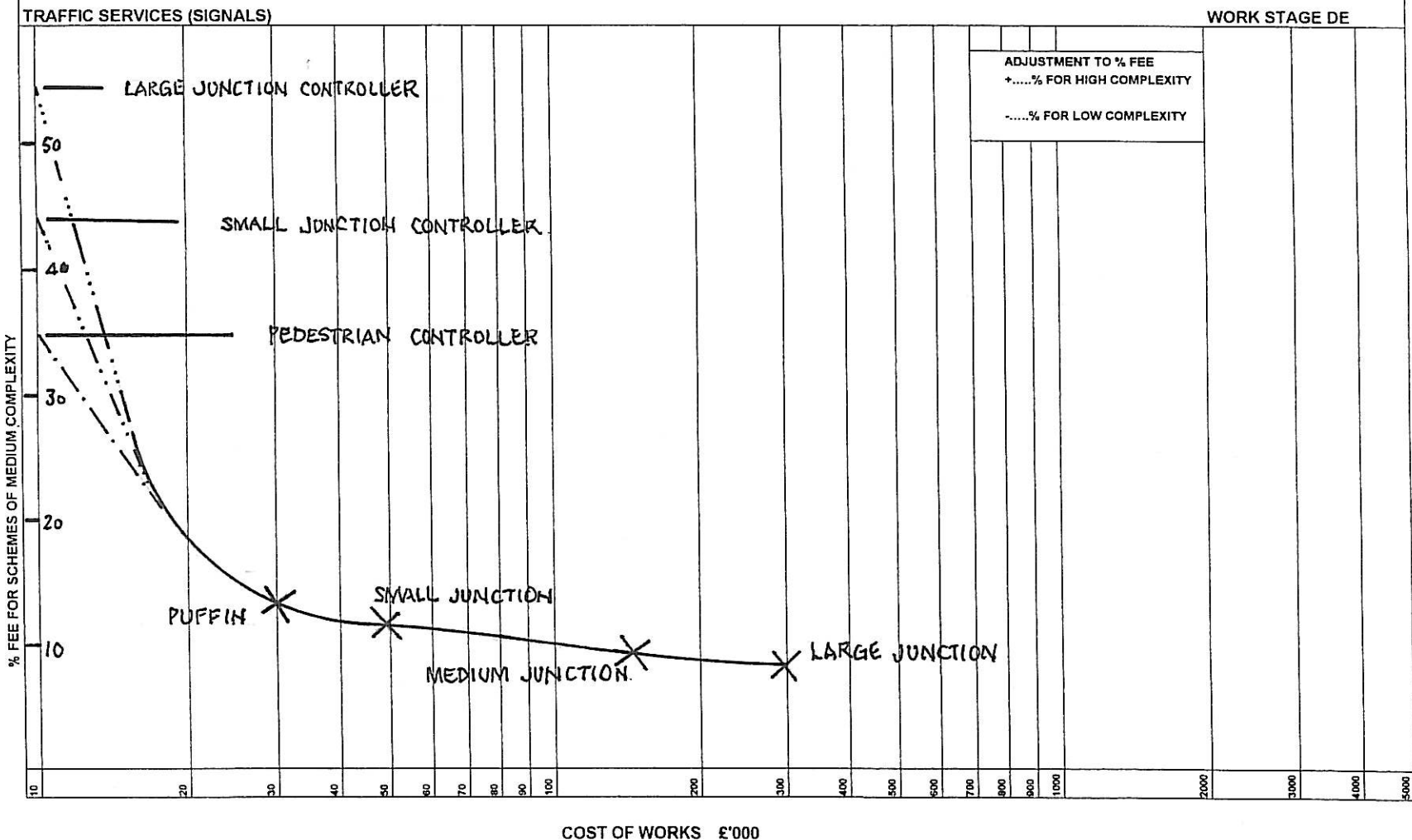
WORK STAGE L



ADJUSTMENT TO % FEE
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COST OF WORKS £'000

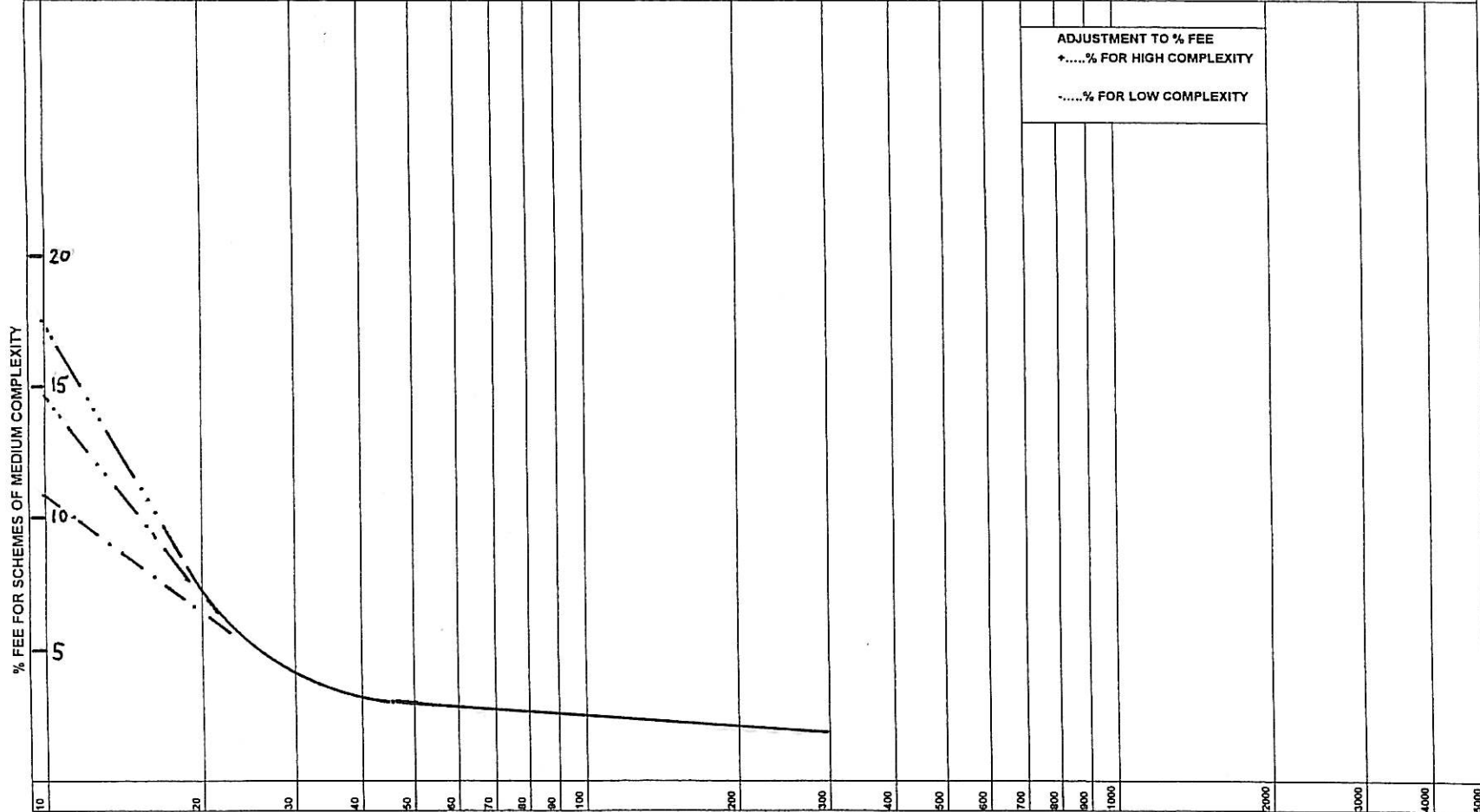
SCHEDULE OF RATES



SCHEDULE OF RATES

TRAFFIC SERVICES (SIGNALS)

WORK STAGE FG



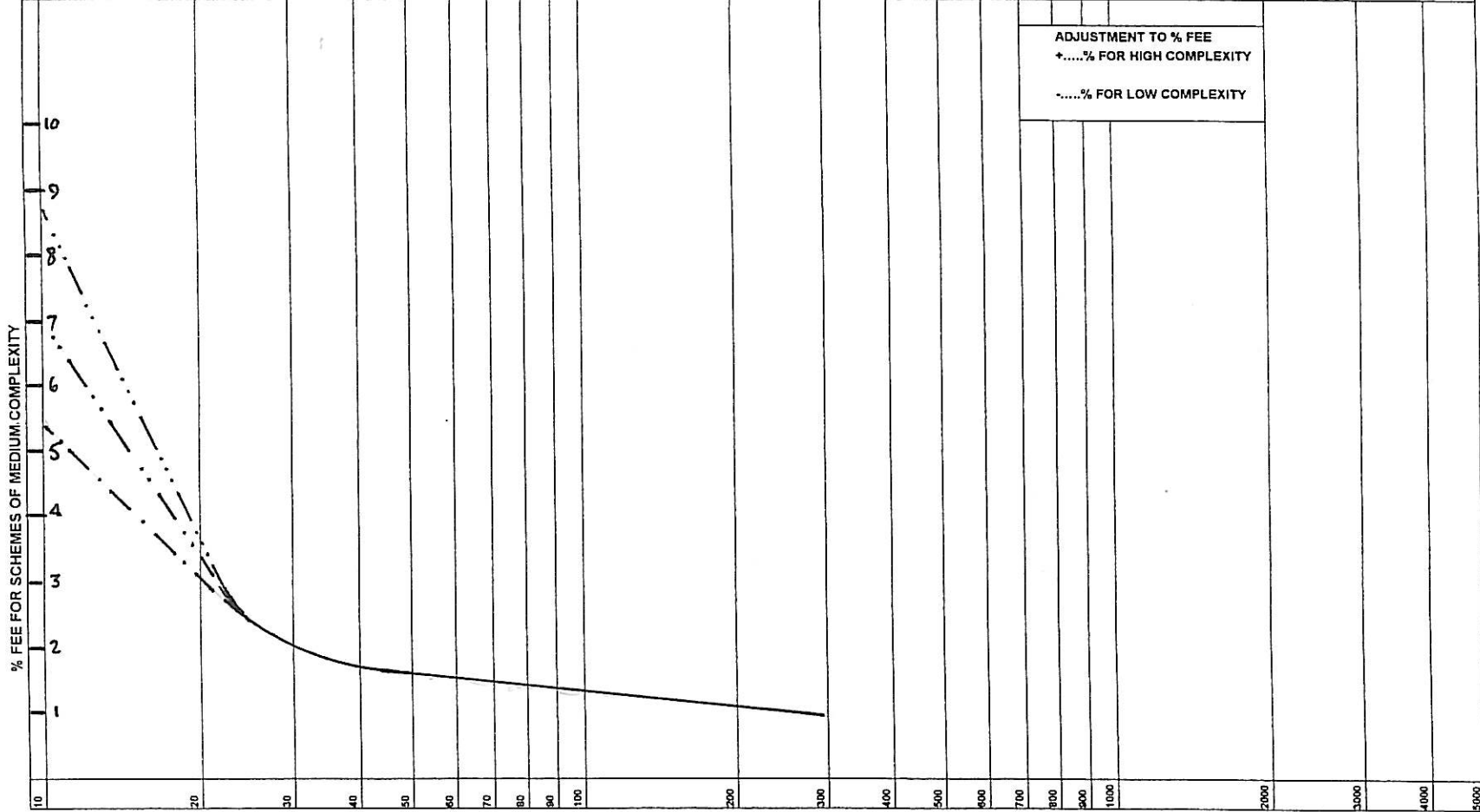
} SEE WORK STAGE DE

COST OF WORKS £'000

SCHEDULE OF RATES

TRAFFIC SERVICES (SIGNALS)

WORK STAGE HJ



ADJUSTMENT TO % FEE
 +.....% FOR HIGH COMPLEXITY
 -.....% FOR LOW COMPLEXITY

% FEE FOR SCHEMES OF MEDIUM COMPLEXITY

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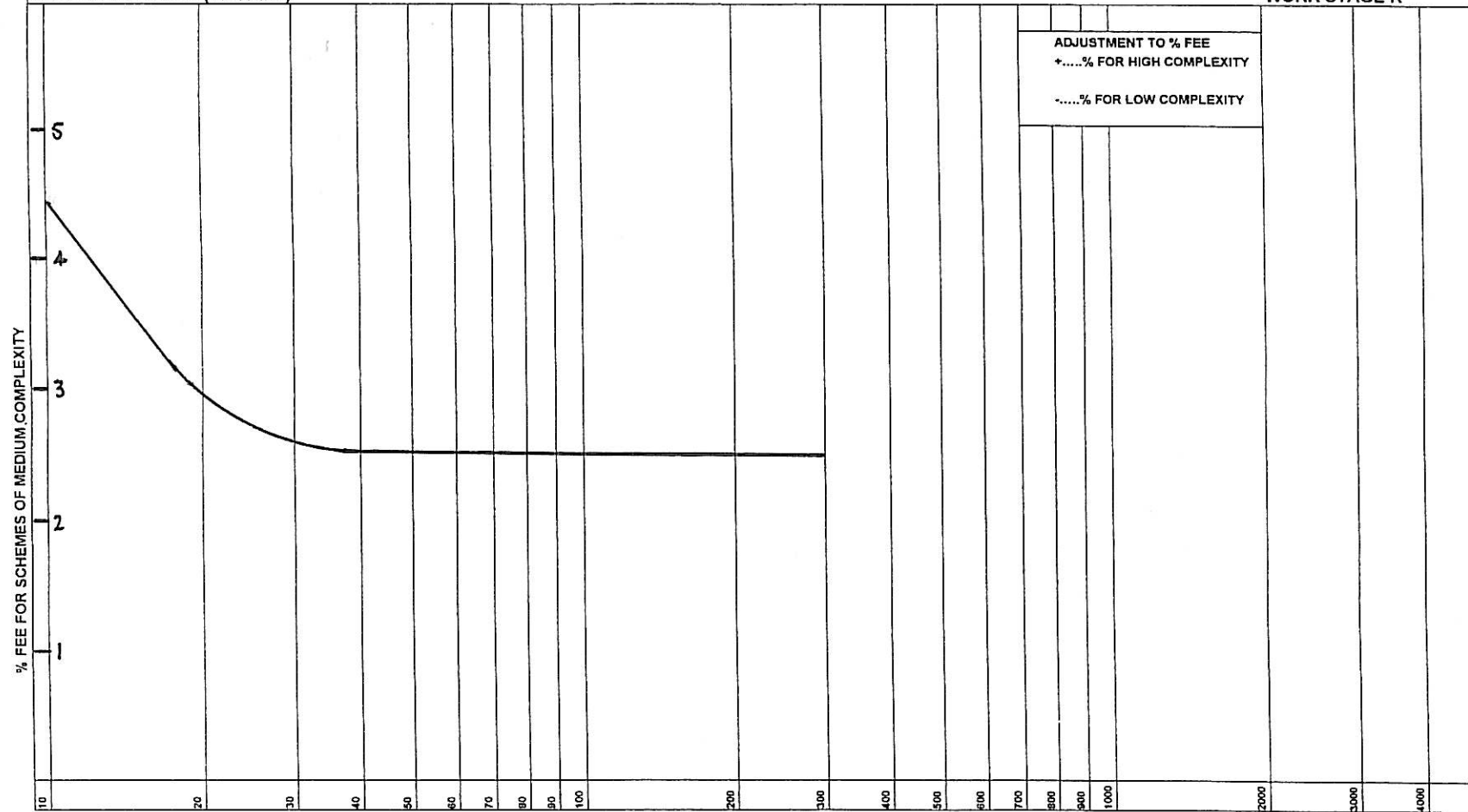
COST OF WORKS £'000

} SEE WORKSTAGE DE

SCHEDULE OF RATES

TRAFFIC SERVICES (SIGNALS)

WORK STAGE K



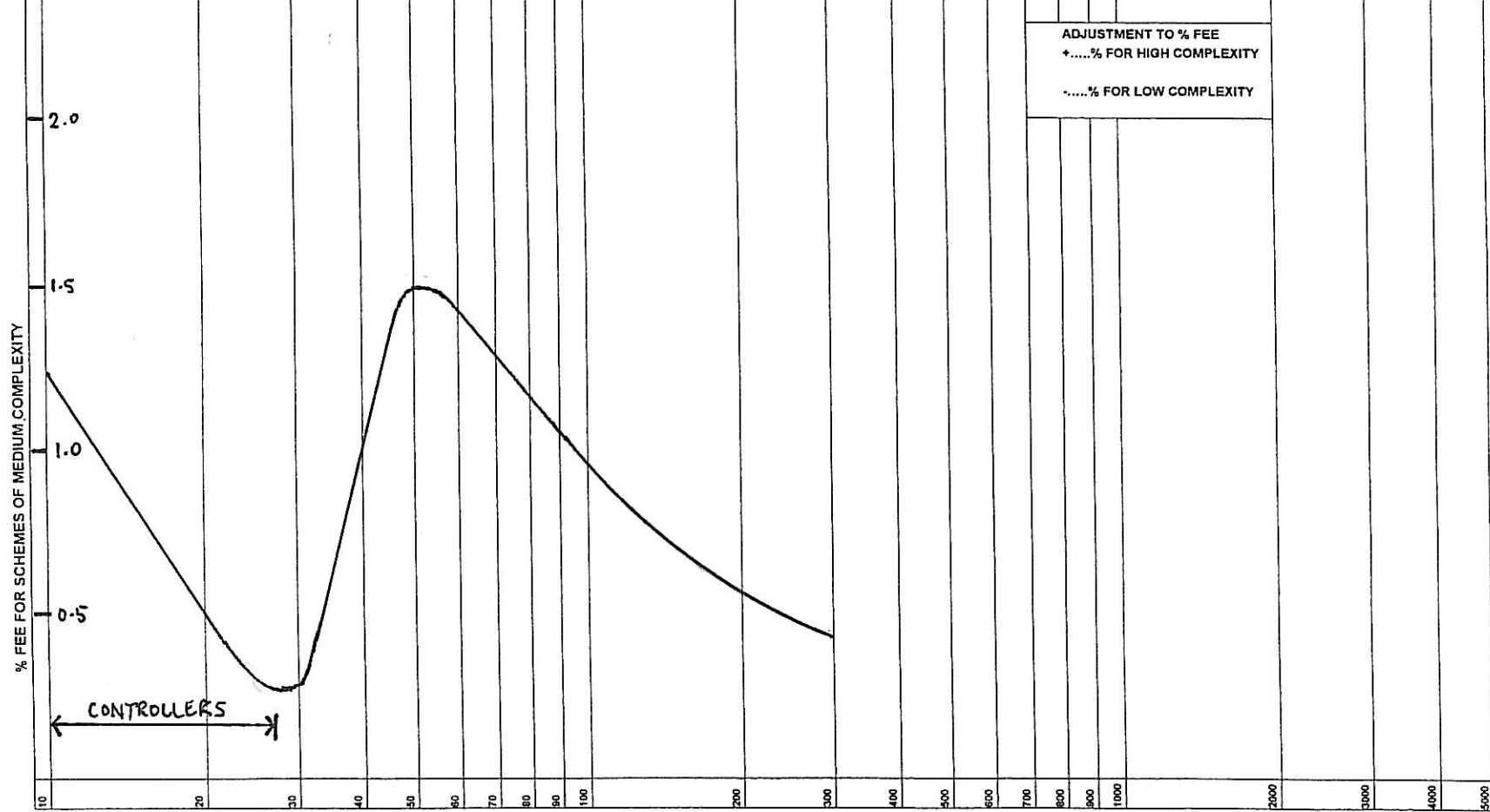
ADJUSTMENT TO % FEE
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COST OF WORKS £'000

SCHEDULE OF RATES

TRAFFIC SERVICES (SIGNALS)

WORK STAGE L



ADJUSTMENT TO % FEE
 +.....% FOR HIGH COMPLEXITY
 -.....% FOR LOW COMPLEXITY

← CONTROLLERS →

COST OF WORKS £'000

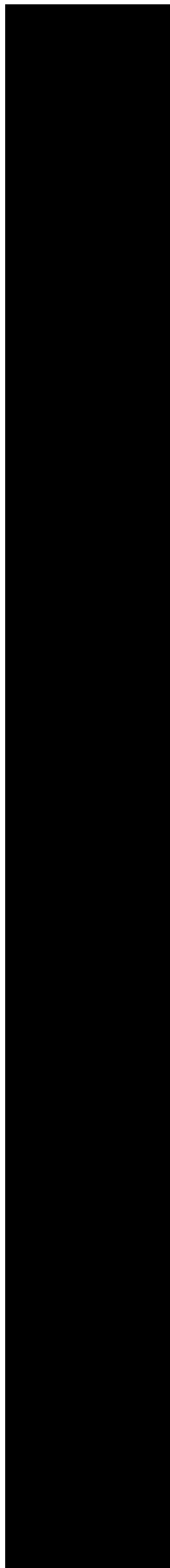
DAY WORKS SCHEDULE

60010001	LABOURER	HR
60010002	MASON / BRICKLAYER	HR
60010003	GANGER	HR
60010004	PLANT OPERATOR / DRIVER	HR
60010005	PIPELAYER	HR
60010006	ELECTRICIAN	HR
60010007	BLACKSMITH	HR
60010008	SUPERVISOR	HR
60011001	LENGTHSMAN	HR
60010009	LABOURER - WEEKDAY OVERTIME & SATURDAYS	HR
60010010	MASON / BRICKLAYER - WEEKDAY OVERTIME & SATURDAYS	HR
60010011	GANGER - WEEKDAY OVERTIME & SATURDAYS	HR
60010012	PLANT OPERATOR / DRIVER - WEEKDAY OVERTIME & SATURDAYS	HR
60010013	PIPELAYER - WEEKDAY OVERTIME & SATURDAYS	HR
60010014	ELECTRICIAN - WEEKDAY OVERTIME & SATURDAYS	HR
60010015	BLACKSMITH - WEEKDAY OVERTIME & SATURDAYS	HR
60010016	SUPERVISOR - WEEKDAY OVERTIME & SATURDAYS	HR
60011002	LENGTHSMAN - WEEKDAY OVERTIME & SATURDAYS	HR

60010017	LABOURER - SUNDAYS	HR
60010018	MASON / BRICKLAYER - SUNDAYS	HR
60010019	GANGER - SUNDAYS	HR
60010020	PLANT OPERATOR / DRIVER - SUNDAYS	HR
60010021	PIPELAYER - SUNDAYS	HR
60010022	ELECTRICIAN - SUNDAYS	HR
60010023	BLACKSMITH - SUNDAYS	HR
60010024	SUPERVISOR - SUNDAYS	HR
60011003	LENGTHSMAN - SUNDAYS	HR

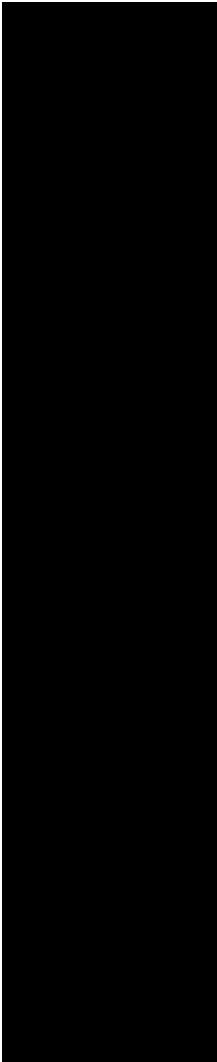


60020001	LORRY <= 3 TONNE GROSS VEHICLE WEIGHT	HR
60020002	LORRY > 3 <= 6 TONNE GROSS VEHICLE WEIGHT	HR
60020003	LORRY > 6 <= 10 TONNE GROSS VEHICLE WEIGHT	HR
60020004	LORRY > 10 TONNE GROSS VEHICLE WEIGHT	HR
60020005	E.O. HIAB ATTACHMENT FITTED TO LORRY <= 6 TONNE GROSS VEHICLE WEIGHT	HR
60020006	E.O. HIAB ATTACHMENT FITTED TO LORRY > 6 <= 10 TONNE GROSS VEHICLE WEIGHT	HR
60020007	BLACKSMITHS VEHICLE	HR
60020008	VAN WITH CAPACITY <= 1.5 TONNE	HR
60020009	VAN WITH CAPACITY > 1.5 TONNE	HR
60020010	STREET LIGHTING VEHICLE FITTED WITH HYDRAULIC HOIST ATTACHMENT <= 10M REACH	HR
60020011	STREET LIGHTING VEHICLE FITTED WITH HYDRAULIC HOIST ATTACHMENT > 10 <= 20M REACH	HR
60030001	PEDESTRIAN OPERATED SINGLE DRUM VIBRATORY ROLLER <= 750KG	HR
60030002	PEDESTRIAN OPERATED DOUBLE DRUM VIBRATORY ROLLER > 750 <= 1750KG	HR
60030003	SELF PROPELLED TANDEM VIBRATORY ROLLER <= 1.5 TONNE	HR
60030004	SELF PROPELLED TANDEM VIBRATORY ROLLER > 1.5 <= 5 TONNE	HR

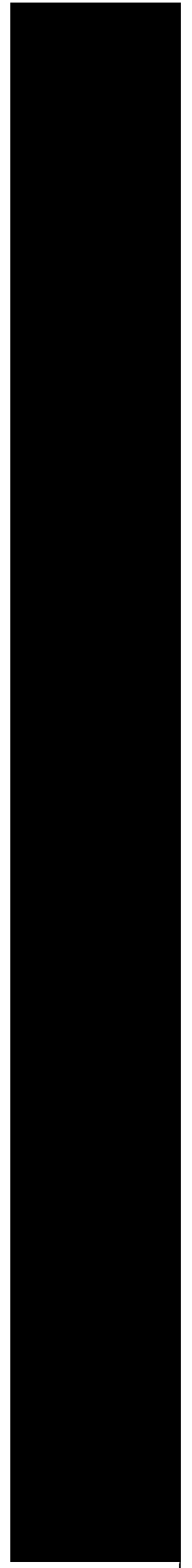


60030005	SELF PROPELLED TANDEM VIBRATORY ROLLER > 5 <= 10 TONNE	HR
60030006	3 WHEELED STEEL DEAD WEIGHT ROLLER <= 1.5 TONNE	HR
60030007	3 WHEELED STEEL DEAD WEIGHT ROLLER > 1.5 <= 5 TONNE	HR
60030008	3 WHEELED STEEL DEAD WEIGHT ROLLER >5<=10TONNE	HR
60030009	COMPRESSOR WITH DELIVERY <= 10 CM/MIN	HR
60030010	DUMPER WITH PAYLOAD <= 1200KG	HR
60030011	DUMPER WITH PAYLOAD > 1200 <= 2000KG	HR
60030012	51 MM PUMP ANY TYPE	HR
60030013	76MM PUMP ANY TYPE	HR
60030014	102MM PUMP ANY TYPE	HR
60030015	152MM PUMP ANY TYPE	HR
60030016	VIBRO COMPACTOR / VIBRATING PLATE COMPACTOR <= 200KG WEIGHT	HR
60030017	VIBRO COMPACTOR / VIBRATING PLATE COMPACTOR > 200 <= 400KG WEIGHT	HR
60030018	VIBRO COMPACTOR / VIBRATING PLATE COMPACTOR > 400KG WEIGHT	HR
60030019	TRACTOR LOADING SHOVEL CAPACITY <= 2CM	HR
60030020	RUBBER TYRED HYDRAULIC EXCAVATOR, HALF CIRCLE SLEW BACKACTOR, <= 0.5CM BACK HOE BUCKET & FRONT BUCKET	HR

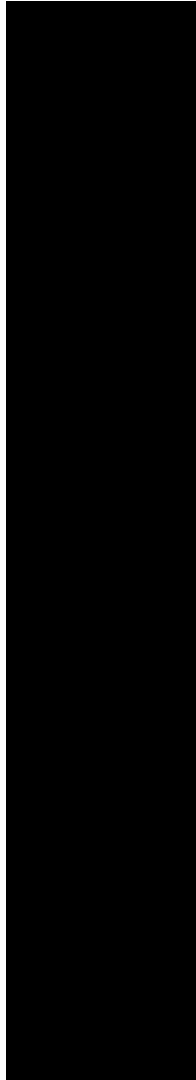
60030021	CRAWLER TRACKED HYDRAULIC EXCAVATOR FULL CIRCLE SLEW BACKACTOR <= 0.5CM BUCKET	HR
60030022	RUBBER TYRED HYDRAULIC EXCAVATOR FULL CIRCLE SLEW <= 0.5CM BUCKET	HR
60030023	CRAWLER TRACKED MINI HYDRAULIC EXCAVATOR	HR
60030024	LORRY MOUNTED DRAIN JETTING UNIT	HR
60030025	TOWED DRAIN JETTING UNIT	HR
60030026	MECHANICAL ROAD SWEEPING VEHICLE / UNIT	HR
60030027	BRICKWORK / MASONRY SAW	HR
60030028	GENERATING SET (UP TO 4.0 KVA)	HR
60030029	E.O. FOR KERB LIFTING UNIT ATTACHED TO LORRY / EXCAVATOR	HR



60050001	EMERGENCY TARMAC REPAIR TEAM (2 MAN)	HR
60050002	EMERGENCY TARMAC REPAIR TEAM (2 MAN) - WEEKDAY OVERTIME & SATURDAYS	HR
60050003	EMERGENCY TARMAC REPAIR TEAM (2 MAN) - SUNDAYS	HR
60050004	EMERGENCY PAVING REPAIR TEAM (2 MAN)	HR
60050005	EMERGENCY PAVING REPAIR TEAM (2 MAN) - WEEKDAY OVERTIME & SATURDAYS	HR
60050006	EMERGENCY PAVING REPAIR TEAM (2 MAN) - SUNDAYS	HR
60050007	WEEDKILLING / GRUBBING TEAM (2 MAN)	HR
60050008	WEEDKILLING / GRUBBING TEAM (2 MAN) - WEEKDAY OVERTIME & SATURDAYS	HR
60050009	WEEDKILLING / GRUBBING TEAM (2 MAN) - SUNDAYS	HR
60050010	WEEDKILLING / GRUBBING TEAM (3 MAN)	HR
60050011	WEEDKILLING / GRUBBING TEAM (3 MAN) - WEEKDAY OVERTIME & SATURDAYS	HR
60050012	WEEDKILLING / GRUBBING TEAM (3 MAN) - SUNDAYS	HR
60050013	DRAINAGE TEAM (2 MAN)	HR
60050014	DRAINAGE TEAM (2 MAN) - WEEKDAY OVERTIME & SATURDAYS	HR
60050015	DRAINAGE TEAM (2 MAN) - SUNDAYS	HR
60050016	DRAINAGE TEAM (3 MAN)	HR



60050017	DRAINAGE TEAM (3 MAN) - WEEKDAY OVERTIME & SATURDAYS	HR
60050018	DRAINAGE TEAM (3 MAN) - SUNDAYS	HR
60050019	MINI JET TEAM (2 MAN)	HR
60050020	MINI JET TEAM (2 MAN) - WEEKDAY OVERTIME & SATURDAYS	HR
60050021	MINI JET TEAM (2 MAN) - SUNDAYS	HR
60050022	JETTING LORRY TEAM (2 MAN)	HR
60050023	JETTING LORRY TEAM (2 MAN) - WEEKDAY OVERTIME & SATURDAYS	HR
60050024	JETTING LORRY TEAM (2 MAN) - SUNDAYS	HR
60050025	RANGER TEAM (2 MAN)	HR
60050026	RANGER TEAM (2 MAN) - WEEKDAY OVERTIME & SATURDAYS	HR
60050027	RANGER TEAM (2 MAN) - SUNDAYS	HR



WORK STAGES

SCHEDULE OF DUTIES

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- A2 Initial Assessment of Commission
- A3 Liaise with the Design Team
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- A6 Outline Programme for Design and Construction
- A7 Outline Programme
- A8 Design & Contract Procedures
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- A10 Co-ordinate Initial Feasibility and Cost Study
- A11 Review Non-Core Scheme Regarding Combination of Investment Programme Scheme(s)

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- B9 Items of Work to be Undertaken and/or supplied by the Authority

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- C7 Programme the Work of the Design Team
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- C9 Advice on Appropriate Form of Contract
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- C11 Special Surveys, Investigations and Model Tests
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- C14 Environmental Audit
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- DE9 Design Check
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OS5 Management of Standard Documentation
OS6 Lead Consultant

STAGE A – INCEPTION

Summary

- A1 Liaison with the Authority regarding the project together with any restraints applying. Agree formal communication routes and understand the Authority's procedures.
- A2 Receive an initial statement of the Authority's requirements and provide an outline of possible courses of action.
- A3 Establish the scope of the project and appreciate the importance of full co-ordination in design.
- A4 Respond to the Design Scope (if any) giving specific advice as to the options available and the formation of views as to the options to investigate.
- A5 Investigate data and information relating to the project and relevant to the works which is reasonably accessible to the Service Provider, and considering any reports relating to the project and relevant to the works which have either been previously prepared by the Service Provider, or else prepared by others, and made available to the Service Provider by the Authority.
- A6 Assist in the preparation of an outline programme for design and construction, taking account of the proposed contract procedures.
- A7 Prepare an outline programme for approval by the Authority.
- A8 Advise the Authority of the design and contract procedures including the need, as appropriate, for supplementary and additional duties.
- A9 Undertake such studies as may be necessary to determine the feasibility of the Authority requirements, review alternative design and construction approaches and cost implications. Prepare written report including estimates of costs with conclusions and recommendations. Recommend preferred option.
- A10 Execute such studies as may be necessary to determine the feasibility of the Authority requirements, review alternative design and construction approaches and cost implications. Prepare supporting written reports including estimates of capital and revenue costs with conclusions and recommendations. Recommend preferred option.
- A11 Review Non-Core Scheme Regarding Combination of Investment Programme Scheme(s)

Work Stage A1

RESPONSE ON RECEIPT OF DESIGN SCOPE

Performance Requirements

The Service Provider shall:

- Attend preliminary meetings with the Authority to establish the overall aims and objectives, level of service, lines of communication and relevant procedures.
- Consider and comment upon the initial Quality Plan.

Work Stage – A2

INITIAL ASSESSMENT OF DESIGN SCOPE

Performance Requirements

The Service Provider shall:

- Consider the aims and objectives of the commission.
- Identify any restraints or limitations.
- Advise the Authority on the options and courses of action available.
- Advise the Authority on the need for other services.
- Receive confirmation from the Authority of the formal communication pattern.

Work Stage – A3

LIAISE WITH THE DESIGN TEAM

Performance Requirements

The Service Provider shall:-

- Nominate a Project Engineer to represent the Service Provider at Design Team meetings.
- Identify areas in the project which impinge on the work carried out by members of the design team, outside of the Service Provider's team.
- Inform the Authority of any conflict between the various members of the design team involved in the Non-Core Scheme, including those outside of the Service Provider's team.
- Advise the Authority of any conflict which may come to light.
- Monitor any additional costs which may be incurred and consider whether items of work could be carried out differently in order to achieve improved value for money.
- Advise the Authority of any additional costs which may be incurred and of any items of work which could be carried out differently in order to achieve improved value for money.

Work Stage – A4

RESPONSE TO THE DESIGN INSTRUCTION

Performance Requirements

The Service Provider shall:

- Attend meetings with the Authority to develop and jointly agree the options available.
- Assist in the production of a report to the Authority of the options available and other options to be investigated.

Work Stage – A5

INVESTIGATION OF RELEVANT DATA

Performance Requirements

The Service Provider shall:

- Obtain and investigate all related data and information available from the Authority.
- Obtain and investigate documents relating to the existence of statutory and other services and obtain record drawings.
- Investigate any physical restriction or limitation of the site which may affect the engineering options for the Non-Core Scheme and formally record these constraints.
- Investigate limitations on road and public transport access to the site of the Non-Core Scheme and record these constraints.
- Investigate the geology, mining history, past use and the presence or possible presence of contamination of the site and record all the relevant information.
- Investigate the Authority's obligations under the Health and Safety at Work Act and any statutory instruments issued under the Act and record any particular requirements.
- Consider any report previously prepared in relation to the Non-Core Scheme and made available by the Authority and investigate its adequacy.
- Report the information as directed by the Authority.
- Analyse the available data for accuracy and relevance and assess the implications arising from that analysis.

Work Stage – A6

OUTLINE PROGRAMME FOR DESIGN AND CONSTRUCTION

Performance Requirements

The Service Provider shall:-

- Liaise with the Authority to ensure that the outline programme for the Non-Core Scheme satisfies the Design Instruction and is achievable.
- Consider all such information and advice in relation to programming of the design and construction of the Non-Core Scheme as may be required for the compilation of an outline programme for the whole of the Non-Core Scheme.
- Provide the information to the Authority in an agreed format and to an agreed deadline, as detailed in the Design Instruction.
- Attend any meeting arranged by the Authority in connection with the formulation of an outline programme for the Non-Core Scheme.

Work Stage – A7

OUTLINE PROGRAMME

Performance Requirements

The Service Provider shall:-

- Attend meetings with the Non Core Scheme team and provide advice relating to the programming implications of statutory procedures, Authority's Procedures and Standing Orders.
- Agree the programme with Authority.

Work Stage – A8

DESIGN & CONTRACT PROCEDURES

Performance Requirements

The Service Provider shall:-

- Consider which of the standard design and construction procedures are best suited to the work involved.
- Liaise with the Authority pointing out the advantages and disadvantages of the various standard procedures.
- Consider combining, amending and/or adding to the standard procedures, to form a new procedure for the particular Non-Core Scheme if it is particularly complex.
- Advise the Authority of the risks and problems, both financial and legal, which may occur if a non-standard procedure is adopted.
- Identify the need for additional services to be carried out.
- Advise the Authority of those works that may need to be subject to a separate contract from the main contract and the form of contract required for these works.
- Advise the Authority in the need for warranties and performance bonds.

Work Stage – A9

UNDERTAKE INITIAL FEASIBILITY AND COST STUDY

Performance Requirements

Generally

The Service Provider shall prepare a response to the Authority on the design solutions available and where appropriate a recommendation on which solution to adopt. The response shall include cost estimates of the alternatives.

- The Service Provider shall ensure that the cost estimates contains appropriate level of risk allowance to ensure a robust estimate
- The estimate shall include all future expenditure including design, administration, supervision, construction, land, statutory undertaker's diversions etc and account for expenditure incurred to date.

Work Stage – A11

CO-ORDINATE INITIAL FEASIBILITY AND COST STUDY

Performance Requirements

Generally

The Service Provider shall:-

- Attend meetings with the Authority to assist in the production of a co-ordinated response to the Authority on the design solutions available and where appropriate, recommend which solution to adopt.
- Submit cost estimates of the alternative solutions and report to the Authority on the cost implications of the alternatives.

Work Stage – A12

REVIEW NON-CORE SCHEME REGARDING COMBINATION OF INVESTMENT PROGRAMME SCHEME(S)

Performance Requirements

The Service Provider shall:-

- Undertake a review to establish the possibility of combining Non Core Scheme with Investment Programme Scheme(s).
- Hold meetings to determine the possibility of combining Non Core Scheme with Investment Programme Scheme(s).
- Outline possible savings on Non Core Scheme estimate of combining Non Core Scheme with Investment Programme Scheme(s).

WORK STAGE B – FEASIBILITY

Summary

- B1 Prepare, maintain and implement detailed programmes of the Design work subject to the approval of the Authority.
- B2 Undertake a preliminary technical appraisal of the Non-Core Scheme in such detail as is necessary to enable the Authority to decide whether and in what form to proceed.
- B3 Prepare summary report(s) to the Authority on the feasibility of the Non-Core Scheme.
- B4 Prepare presentation material and cost estimates and attend meetings with Authority and other bodies as necessary.
- B5 Provide an estimated cost at current prices to be incorporated in the overall cost of meeting the Authority's requirements.
- B6 Advise on need for site investigations, or other specialist investigations.
- B7 Investigate planning constraints.
- B8 Consult with local or other authorities and necessary regulatory organisations on matters of principle in connection with the works.
- B9 Items of work to be undertaken and/or supplied by the Authority.

Work Stage – B1

PROGRAMME OF WORK

Performance Requirements

The Service Provider shall:-

- Identify constraints, prepare and implement the programme.
- Attend meetings with the Non Core Scheme team as directed by the Authority.
- Prepare the detailed programmes and issue copies to the Authority.
- Ascertain initial elements of the design and construction procedures likely to affect the progress and duration of the Non-Core Scheme.
- Supply estimates of the design work and identify areas of specialist work related to the services which may be dependent upon third parties, including those services paid or supplied directly by the Authority.

Work Stage – B2

PRELIMINARY TECHNICAL APPRAISAL

Performance Requirements

The Service Provider shall:-

- Ensure that the technical appraisal is completed on time and in line with the detailed programme.
- Ensure that information is provided to the Service Provider in the agreed format and that it fully satisfies the requirements of the agreed Design Instruction.
- Attend any meeting requested by the Service Provider in connection with the technical appraisal of the Non-Core Scheme.
- Liaise with all other members of the design team, outside of the Service Provider's team, to ensure that all preliminary technical appraisals are compatible.
- Consider the Authority's requirements as set out in the Design Instruction and the implication of meeting all necessary British/European Standards, Codes of Practice and planning constraints and identify any major problems and possible solutions, warn of maintenance implications and generally establish the technical feasibility of the option(s).
- Produce drawings, calculations and other relevant information and support assessment of any options available to the Authority.

Work Stage – B3

FEASIBILITY REPORTS

Performance Requirements

The Service Provider shall:-

- Having received input from those involved, prepare the report in accordance with the Authority's requirements, submit it to the Authority and attend consequent meetings (including Committee meetings) as necessary, in order to respond to any queries arising from the content.

Work Stage – B4

PRESENTATION

Performance Requirements

The Service Provider shall maintain necessary contact with the members of the design team, outside of the Service Provider's team, to ensure timely collection of the necessary input and prepare any necessary co-ordinating material for its proper presentation. The Contract Manager shall also attend meetings in connection with the presentation as required by the Authority, with the Authority or other bodies as necessary.

The Service Provider shall present the relevant material to the Authority and any other body required by the Authority.

Work Stage – B5

PROVIDE COST ESTIMATES

Performance Requirements

The Service Provider shall:-

- Maintain systems to enable the retrieval of satisfactory relevant data relating to the current prices of typical and relevant work.
- Prepare estimates to an agreed format clearly stating the basis of pricing.
- Prepare estimates within the agreed timescale in accordance with previously established programmes.
- State reasons for cost variations from previously submitted estimates.
- Submit a report to the Authority including both estimated costs and the reason(s) for any cost variation.
- Ensure the cost estimate contains appropriate level of risk allowance to ensure a robust estimate
- Ensure that the estimate includes all future expenditure including design, administration, supervision, construction, land, statutory undertaker's diversions etc and account for expenditure incurred to date.

Work Stage – B6

SITE INVESTIGATIONS AND OTHER SPECIALIST INVESTIGATIONS

Performance Requirements

The Service Provider shall:-

- Assess the need for any site investigations including geotechnical, topographical, structural, hydrological, contamination and any special investigations relevant to the success of the proposed Non-Core Scheme.
- Meet with the members of the design team, outside of the Service Provider's team to determine the most appropriate site investigations relevant to the Non-Core Scheme.
- Report to the Authority giving advice on the investigation(s) necessary, the reasons for the investigation(s) and a recommendation of the scale of each investigation.

Work Stage – B7

PLANNING CONSTRAINTS

Performance Requirements

The Service Provider shall:-

Investigate inter alia:

- Appropriate Unitary Development Plans
 - Tree Preservation Orders
 - Listed Buildings Register
 - Mining Reports
 - Previous uses of the site
 - Highway Improvement Lines
 - Ground Contamination
 - Conservation Area Status
 - Planning Authority conditions relating to the Non-Core Scheme
 - Other approved developments within proximity
 - Public Rights of Way
 - Proximity of sensitive buildings
 - Environment Agency conditions
-
- Discuss with each relevant body, the nature of constraint, its impact upon the Design Instruction and any means of overcoming or mitigating that impact.
-
- Report to the Authority and take instruction on how to proceed.

Work Stage – B8

CONSULTATION WITH STAKEHOLDERS

Performance Requirements

The Service Provider shall:-

- Establish and maintain databases of stakeholders relevant to the nature of the Non-Core Scheme. .
- Establish the necessary form and levels of communication.
- Undertake stakeholder consultations and report to the Authority within the pre-determined timescale.
- Report findings to the Authority to an agreed format identifying problem areas and recommendations.
- Provide all relevant authorities with preliminary details of the traffic elements of the works giving explanations where necessary as to the proposed operational function of the works.
- Request comments from such authorities on matters of principle in relation to the proposals and where necessary relate any concerns, opinions and objections to the Authority.
- Formulate a response to these authorities on matters of detail.

Work Stage – B9

ITEMS OF WORK TO BE UNDERTAKEN AND/OR SUPPLIED BY THE AUTHORITY

Performance Requirements

The Service Provider shall:-

- Liaise with the Authority to identify items of work relating to the traffic design to be undertaken or supplied by the Authority for the Non-Core Scheme.
- Inform all members of the design team, outside of the Service Provider's team, of the nature and extent of this work.
- Identify the cost of individual items of work relating to the traffic design to be undertaken or supplied by the Authority and ensure that these costs are incorporated into the costs for the Non-Core Scheme as a whole and inform members of the design team, outside of the Service Provider's team accordingly.
- Advise the Authority if it is considered that the items of work could be procured through alternative methods in order to achieve improved value for money.
- Liaise with the Authority and identify any of the items relating to the traffic works to be supplied by the Authority which shall need to be acquired through competitive quotation and ascertain the Authority's exact requirements as to the form of any such competitive quotation.

WORK STAGE C – OUTLINE PROPOSALS

Summary

- C1 Assist the Authority in preparing or amending the outline Design Scope.
- C2 Obtain confirmation that the Design Scope as established represents the basis for instructions to proceed.
- C3 Advise on the need for specialists contractors, sub-contractors and/or supplier to design and execute parts of the Non-Core Scheme as required.
- C4 Advise the Authority of the need for specialist contractors, sub-contractors and suppliers to design and execute parts(s) of the Non-Core Scheme as required.
- C5 Agree with the Authority a programme for this and subsequent stages taking account of the scope and extent of the duties required.
- C6 Co-ordinate and prepare reports for the Authority incorporating information received from the other consultants which shall include an outline of any specific problems which remain to be resolved.
- C7 Agree with the Authority the preferred outline design solution for the Non-Core Scheme and provide any sketch drawing or other document necessary to clarify the outline design proposals.
- C8 Update and maintain detailed programme of the work of the Design Team, in agreement with the members of the design team, outside of the Service Provider's team and report to the Authority.
- C9 Provide an estimated cost at current prices for the Service Provider's element of the Non-Core Scheme.
- C10 Advise the Authority of the appropriate form of contract. (This Work Stage shall only be instructed if the Service Provider is not to construct the works)
- C11 Monitor the progress of planning consents/building applications.
- C12 Advise the Authority of the need to carry out any special surveys, investigations or model tests which may be necessary to supplement the information already available to the Service Provider, arranging for such investigations when authorised by the Authority, certifying the amount of any payments to be made by the Authority to the persons or contractors carrying out such investigations under the Service Provider's direction, and advising the Authority on the result of such investigations.

- C13 Develop the outline designs and produce drawings for the sketch design of the Non-Core Scheme.
- C14 Provide relevant information concerning the Non-Core Scheme and assist with others in the preparation of reports to the Authority for approval to proceed.
- C15 Provide Environmental Audit.
- C16 Discuss the requirements of a Maintenance Audit.
- C17 Obtain Statutory Undertakers information and seek costs of any required works.
- C18 Assist the Authority in any Public Consultations required by the Authority.
- C19 Carry out any revisions to the outline design as a result of Authority changes following consultation.
- C20 Undertake value engineering exercise
- C21 Road Safety Audit- Stage 1

Work Stage – C1

ASSISTANCE IN THE PREPARATION OF DESIGN SCOPE

Performance Requirements

The Service Provider shall:-

- Attend meetings with the Authority to discuss his/her requirements.
- Advise the Authority of the need to include relevant standards.
- Advise the Authority of current industry legislation as appropriate.
- Advise the Authority of potential cost implications and programming problems.
- Record formally the content of all meetings.
- Supply the Authority with written records of all meetings.
- Advise the Authority of the required level of accuracy of design output.

Work Stage – C2

CONFIRMATION OF THE DESIGN SCOPE

Performance Requirements

The Service Provider shall:-

- Attend meetings with the Authority to review the content of the Design Scope.
- Record formally the contents of all meetings.
- Supply the Authority with written records of all meetings as directed by the Authority.

Work Stage – C3

SPECIALIST CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS

Performance Requirements

The Service Provider shall:-

- Draw up initial design and specification requirements for sections of the Non-Core Scheme requiring specialist input.
- Maintain current documentation on selected competent companies specialising in the identified area of specialist work.
- Make a preliminary approach to selected companies to assess feasibility of specialist work and to obtain initial cost estimates.

Advise the Authority of the:-

- Reasons for specialist input;
- Proposed suitable Companies;
- Preliminary assessment and recommendations;
- Contractual implications;
- Specification and design requirements.

Work Stage – C4

SPECIALIST CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS

Performance Requirements

The Service Provider shall:-

- Attend meetings with members of the design team, outside of the Service Provider's team, to identify the need for specialist input (if necessary).
- Agree with the other members of the design team, outside of the Service Provider's team, sources of specialist input, (if necessary).
- Discuss with members of the design team, outside of the Service Provider's team, any programming and cost implications (if necessary).
- Inform the Authority of the need for specialist input and associated implications.
- Advise the Authority of the specification requirements for work requiring specialist input.
- Record formally the contents of all meetings.
- Supply the Authority with written records of all meetings.

Quality Requirements

Any recommendation of possible sources of specialist input should take account of the prevailing tendering regulations/requirements.

Work Stage – C5

PROGRAMME FOR PRELIMINARY AND SUBSEQUENT STAGES

Performance Requirements

The Service Provider shall:-

- Assess the scope and extent of the Service Provider's duties in accordance with the Design Instruction.
- Draw up a programme for the production of tender documentation, tendering process and construction stages after liaison with the Authority.
- Attend meetings with the Authority and members of the design team, outside of the Service Provider's team, to provide advice and enable the co-ordination of programmes.

Work Stage – C6

CO-ORDINATION AND REPORTING OF INFORMATION

Performance Requirements

The Service Provider shall:-

- Prepare reports for the Authority identifying outstanding issues which require further discussion/consideration.
- Attend meetings with members of the design team, outside of the Service Provider's team, to discuss any development which may require the consideration of the Authority.
- Request meetings to discuss submitted reports as appropriate.
- Record formally the content of all meetings.

Work Stage – C7

AGREEMENT OF THE PREFERRED OUTLINE DESIGN SOLUTION

Performance Requirements

The Service Provider shall:-

- Agree the preferred solution within a predetermined timescale and produce a draft report for the Authority.
- Attend meetings with members of the design team, outside of the Service Provider's team, in order to agree the preferred solution.
- Pay particular attention to the physical size requirements for traffic islands, footway widths and the conflict of street furniture.
- Pay attention to the identification of visibility splays, in particular where they may lead to defining the extent of land over which control of visibility is required.
- Take on board at the earliest stage of design, the need to make allowance for access and egress of third parties within the scope of the works.

The draft report for the Authority shall include:-

- Outline of the Design Instruction.
- Outline description of the preferred solution.
- Cost estimate including the following:
 - The Service Provider shall ensure that the cost estimates contains appropriate level of risk allowance to ensure a robust estimate
 - The estimate shall include all future expenditure including design, administration, supervision, construction, land, statutory undertaker's diversions etc and account for expenditure incurred to date.
- Anticipated Non-Core Scheme programme.
- Construction methods/Implementation Plan.
- Advice on contractual arrangements and the raising of finance.
- Comparison of the options considered and the reasons for rejection of non-preferred schemes.

Work Stage – C8

PROGRAMME THE WORK OF THE DESIGN TEAM

Performance Requirements

The Service Provider shall:-

- Attend meetings with members of the design team, outside of the Service Provider's team, to discuss the progress of the design.
- Update the Service Provider's programme accordingly.
- Report to the Authority on the overall progress identifying any delays or difficulties being experienced.
- Meet with the Authority to discuss the progress report and to offer advice on remedial action where necessary.

Work Stage – C9

PROVIDE A COST ESTIMATE OF THE PREFERRED SOLUTION

Performance Requirements

The Service Provider shall:-

- Prepare the estimate to the agreed format clearly stating the basis of pricing.
- Prepare the estimate within the agreed timescale.
- Submit the estimate in a formal report to the Authority stating reasons for any cost variations from previously submitted estimates.
- Ensure the cost estimate contains appropriate level of risk allowance to ensure a robust estimate
- Ensure that the estimate includes all future expenditure including design, administration, supervision, construction, land, statutory undertaker's diversions etc and account for expenditure incurred to date.

The estimate shall be prepared in a clear format that would allow the Authority to audit and interrogate the estimate. The extent and format of the estimate shall be agreed with the Authority. The following guidelines shall be followed:

- All Civils/Statutory Undertakers costs to be separately itemised.
- As a minimum, traffic related elements shall be itemised as follows:-
 - Traffic equipment supplied and installed by the main contractor.
 - Equipment supplied and installed by others.
 - Electricity supply services to signal and control equipment.
 - BT services.
 - Controller installation, testing and set-up costs.
 - Controller hardware costs.
 - UTC equipment costs including installation, testing and set-up.
 - CCTV equipment costs, including installation and servicing costs if applicable.
 - Other items.

Work Stage – C10

ADVICE ON APPROPRIATE FORM OF CONTRACT (This Work Stage shall only be instructed if the Service Provider is not to construct the works)

Performance Requirements

The Service Provider shall:-

- Attend meetings with all members of the Non Core Scheme team to consider the form of contract best suited to the Non-Core Scheme.
- Advise the Authority of the available forms of contract and to recommend as appropriate.
- Advise the Authority on the need for warranties and performance bonds.
- Record formally the content of all meetings.
- Supply the Authority with written records of all meetings as directed by the Authority.

Work Stage – C11

PLANNING AND BUILDING REGULATION APPLICATIONS

Performance Requirements

The Service Provider shall:-

- Investigate the Planning constraints on the Non-Core Scheme by meeting with appropriate Planning Officers.
- Advise the Authority of the need for Planning and/or Building approvals.
- Involve the Authority in any discussions/meetings aimed at resolving obstacles and offer advice as required.
- Record formally the content of all discussions and responses related to Planning and or Building Regulation approvals.
- Supply the Authority with written records of all discussions and responses.

Work Stage – C12

SPECIAL SURVEYS, INVESTIGATIONS AND MODEL TESTS

Performance Requirements

The Service Provider shall:

- Identify the need for special surveys, investigations or model tests.
- Establish the scope of necessary special surveys, investigations or model tests.
- Advise the Authority of the need for specialist services.
- Identify and engage (subject to the Authority's approval), persons or firms to undertake specialist services.
- Advise the Authority of the results of special surveys, investigations or model tests.

Work Stage – C13

OUTLINE DESIGN

Performance Requirements

The Service Provider shall:-

- Attend meetings and discuss Design Instructions with the Authority.
- Prepare and submit the outline drawings to the Authority by the programme dates directed by the Authority.
- In conjunction with members of the design team, outside of the Service Provider's team, develop designs and drawings to cover all elements of Non Core Scheme including traffic signals, traffic signs, road markings and street lighting.

There are specific requirements for the traffic signal drawings shall be at 1:500 scale and shall show the agreed location of the following:

- All anticipated traffic signal pole locations
- All drop crossing locations
- Minimum island/lane widths for equipment installation purposes
- A preliminary staging diagram for the traffic signal controller shall also be produced on a basis for expansion to the full control strategy for the installation.
- Drawings and other appropriate documentation shall be provided to show the basic UTC and CCTV requirements.

Other drawings layouts/style shall be at the Service Providers discretion.

The Service Provider shall:

- Consider requesting the view of other local authorities on matters of principle in the proposals for traffic management, especially those of an unusual non-standard or otherwise different nature to those normally adopted in the Authority's domain.

Consider consultation with the following on matters of principle:

- The Highway Authority
- The Police
- The Passenger Transport Executive

- DfT
- Other Emergency Services
- Statutory Undertakers
- Rail Authorities
- Supertram
- Any other authority whose interests the Service Provider or the Authority considers may be affected by the proposals.

Work Stage – C14

PROVISION OF INFORMATION FOR APPROVAL BY THE AUTHORITY

Performance Requirements

The Service Provider shall:-

- Prepare and submit reports to the Authority, as required by the Design Instruction.

Work Stage – C15

ENVIRONMENTAL AUDIT

Performance Requirements

The Service Provider shall:

- Carry out or procure an Environmental Audit of the proposed Non-Core Scheme.
- Prepare a brief report and submit to the Authority.

Work Stage – C16

MAINTENANCE AUDIT

Performance Requirements

The Service Provider shall:

- Liaise with the appropriate maintenance personnel to develop a maintenance audit on the proposed Non-Core Scheme.
- Prepare a brief report and submit to the Authority.

Work Stage – C17

STATUTORY UNDERTAKERS INFORMATION AND COSTS

Performance Requirements

The Service Provider shall:-

- Issue appropriate enquiries to the Statutory Undertakers seeking details of equipment and possible measures to the equipment.
- Obtain estimates of the measures required to inform the Authority within the scheme estimate stage.
- Query the measures and estimates with the Statutory Undertakers where appropriate.

Work Stage – C18

PUBLIC CONSULTATION

Performance Requirements

The Service Provider shall:-

- Assist the Authority in any Public Consultations required by the Authority.
- Make available appropriate staff to attend exhibitions, meetings etc both during work and out of work hours.

Work Stage – C19

OUTLINE DESIGN REVISION

Performance Requirements

The Service Provider shall:-

- Compile information received at the Public Consultation Meetings/Exhibitions.
- Discuss with members of the design team, outside of the Service Provider's team, options available.
- Agree required design revisions.
- Liaise with the Authority to obtain approval to revisions.
- Carry out agreed revisions to the outline design.

Work Stage – C20

VALUE ENGINEERING

Performance Requirements

The Service Provider shall:-

- Undertake a value engineering exercise of an appropriate level

Work Stage – C21

ROAD SAFETY AUDIT- STAGE 1

Performance Requirements

The Service Provider shall:-

- Liaise with the Authority's Road Safety Team regarding the Stage 1 Road Safety Audit on the outline design.
- Provide appropriate information, drawings and design information, in accordance with HD19 and the Sheffield Road Safety Audit Standard, to the Authority's Road Safety Team in a timely manner.
- Prepare a report on the reasoning behind any audit proposal rejections. (Designers Response Report)
- Amend design drawings to include agreed revisions having gained formal confirmation from the Authority.
- Assist the Authority in production of the Exceptions Report as required

WORK STAGE DE – SCHEME DESIGN AND DETAIL DESIGN

Summary

- DE1 Attend Non Core Scheme meetings. Review progress, Design Scope and Authority decisions. Clarify responsibilities, confirm programme.
- DE2 Develop detailed design, cost checks, time programme amendments including members of the design team, outside of the Service Provider's team and Authority's agreement that no further change in specification or cost is necessary.
- DE3 Agree with the Authority the scope of the specifications and co-ordination of drawings with particular reference to services and specialist work.
- DE4 Prepare calculations and drawings as necessary for design purposes.
- DE5 Consider the need for pre-ordering of materials, equipment and services.
- DE6 Collaborate throughout this stage with members of the design team, outside of the Service Provider's team to ensure that the Service Provider's design is developed in a manner compatible with the Design Instruction and safety regulations.
- DE7 Define the scope of the specification and agree the co-ordination of drawings.
- DE8 Design completion and checking of documents
- DE9 Complete design and check certificates and other documents if required.
- DE10 Submit details and calculations as necessary, to the appropriate authorities.
- DE11 Complete Certificate of readiness to proceed if required.
- DE12 Road Safety Audit Stage 2
- DE13 Assist the Authority in public consultation.
- DE14 Prepare P-Construction Information in accordance with current CDM procedures.
- DE15 Update Cost Estimate
- DE16 Undertake Value Engineering

Work Stage – DE1

DETAILED DESIGN SCOPE AND REVIEW

Performance Requirements

The Service Provider shall:-

- Attend meetings as necessary with the Non Core Scheme team.
- Monitor progress to date.
- Be informed by the Authority decisions affecting the Design Scope.
- Act upon any new instructions formally issued by the Authority.

Work Stage – DE2

LIAISE OVER DESIGNS, COST CHECKS AND PROGRAMME

Performance Requirements

The Service Provider shall:-

Attend meetings with the Non Core Scheme team to monitor:-

- Development of the design
- Compliance with the programme
- Report back to the Authority at intervals set out within the Design Instruction.

Work Stage – DE3

SERVICES AND SPECIALIST WORKS

Performance Requirements

The Service Provider shall:-

- Attend meetings with the Non Core Scheme team to establish that all members have the same correct information relating to services and other specialist work and that each is working to drawings and specification which will lead to a correctly integrated design without conflicts.
- Incorporate any amendments to the Design Instruction brought about by changes to the requirements of services or specialist work and directed by the Authority.

Work Stage – DE4

CALCULATIONS AND DRAWINGS

Performance Requirements

The Service Provider shall as a minimum:-

- Produce Non-Core Scheme drawings dated and signed by the designer and signed as checked by an appropriately competent member of the Service Providers team.
- Note any amendments to drawings in the amendments box and these shall be dated and signed by the designer and signed as checked by an appropriately competent member of the Service Providers team.
- Prepare a full set of design calculations, or a record of the basis of design calculations if computer aided complete with the designer's signature, date and initialled as checked by an appropriately competent member of the Service Providers team.

The calculations shall be well set out, legible and in accordance with the following:-

- Each sheet shall clearly identify the element to which it relates.
- References to Departmental Standards, British Standards, Codes of Practice etc adopted for the design shall be clearly shown.
- Transferral of information between elements/sections shall be clearly cross referenced.
- All drawings shall be produced in accordance with current standards.
- All drawings shall be consistent across disciplines and shall be mutually compatible.

Work Stage – DE5

PRE-ORDERING OF MATERIALS, EQUIPMENT AND SERVICES

Performance Requirements

The Service Provider shall:-

- Report to the Authority on the merits of pre-ordering materials, equipment or services and act on the Authority's instructions.
- Investigate the lead-in times necessary for the procurement of equipment, materials and supply services.
- Pay particular attention to the acquisition of seldom used equipment, non-standard items and items likely to be required in large quantities.

WORK/MATERIALS FROM DIRECT QUOTATION BY THE AUTHORITY

Performance Requirements

The Service Provider shall:-

- Attend meetings to confirm all work/materials to be supplied and paid for by the Authority.
- Prepare a schedule of items to be supplied based upon relevant drawings and specification.
- Obtain a quotation by assembling and issuing to appropriate suppliers the relevant documentation.

WORK/MATERIALS FROM COMPETITIVE QUOTATION BY THE AUTHORITY

Performance Requirements

The Service Provider shall:-

- Attend meetings to confirm all work/materials to be supplied and paid for by the Authority.
- Prepare a schedule of items to be supplied based upon relevant drawings and specification.
- Obtain competitive quotations by assembling and issuing to the Authority's approved suppliers the relevant documentation.

- Following receipt of the competitive quotations, analyse and recommend a supplier to the Authority.

Work Stage – DE6

PROGRESS REVIEW

Performance Requirements

The Service Provider shall:

- Participate with members of the design team, outside of the Service Provider's team, in co-ordination of information and cross-communication to ensure compatibility with the Design Instruction.
- Consider options and alternatives to keep within the Design Instruction where variations have emerged.
- Provide information on any variations or alterations, in consultation with members of the design team, outside of the Service Provider's team, for presentation of a report to the Authority.

Work Stage – DE7

SPECIFICATIONS AND CO-ORDINATION OF DRAWINGS

Performance Requirements

The Service Provider shall:-

- Recommend the scope of the Non-Core Scheme specification.
- Receive instructions from the Authority to work to the agreed specifications and procedures.

Work Stage – DE8

DESIGN COMPLETION AND CHECKING OF DOCUMENTS

Performance Requirements

The Service Provider shall:-

- Complete the design and undertake the required checks in conjunction with the other members of the Design Team.
- Supply relevant calculations to the Authority as directed for submission to the appropriate authorities in the required format.

Work Stage – DE9

DESIGN CHECK

Performance Requirements

The Service Provider shall:-

- Identify which elements of their input are to be subject to a formal design check.

Ensure that a certificate stating that the correct design checks have been carried out is issued to the Authority and specifically the certificate shall detail what checks have been made.

Work Stage – DE10

SUBMIT DESIGN CALCULATIONS TO APPROPRIATE AUTHORITIES

Performance Requirements

The Service Provider shall:-

- Identify what approvals the Non-Core Scheme needs and from which authorities.
- Liaise with the relevant Authorities and determine the required format for the submission of design details and calculations.
- Ensure these details are submitted to the specified format and in such time as to prevent delay to the overall design programme for the Non-Core Scheme.
- Respond promptly to any queries presented by the approving Authority and provide such further information or clarification as may be required to obtain approval for the design.
- Obtain such certificates as may be necessary to record approval by the appropriate Authority.

Report to the Authority the general progress of the necessary Non-Core Scheme approvals.

Work Stage - DE11

CERTIFICATE OF READINESS TO PROCEED

Performance Requirements

The Service Provider shall:-

- Not delay the certificate on the grounds of insufficient resources.
- Complete the certificate in the standard format prescribed by the Authority.

Issue the Certificate to the Authority having satisfied himself that:

- The scope of work has been fully defined.
- All necessary information required before proceeding to contract documentation production has been produced or obtained.
- All procedural checks have been carried out on the working drawings and data produced.

Work Stage – DE12

ROAD SAFETY AUDIT- STAGE 2

Performance Requirements

The Service Provider shall:-

- Liaise with the Authority's Road Safety Team regarding the Stage 2 Road Safety Audit on the completed design.
- Provide appropriate information, drawings and design information, in accordance with HD19 and the Sheffield Road Safety Audit Standard, to the Authority's Road Safety Team in a timely manner.
- Prepare a report on the reasoning behind any audit proposal rejections.
- Amend design drawings to include agreed revisions having gained formal confirmation from the Authority.
- Assist the Authority in production of the Exceptions Report as required

Work Stage – DE13

PUBLIC CONSULTATION

Performance Requirements

The Service Provider shall:-

- Assist the Authority in any public consultations required following detailed design.
- Amend design drawings to include agreed revisions following public consultation.

Work Stage – DE14

PRE-CONSTRUCTION HEALTH & SAFETY INFORMATION

Performance Requirements

The Service Provider shall:-

- Prepare the Pre-Construction Information.
- Assist the CDM Co-ordinator in whatever may arise from discussions regarding “health & safety”.

Work Stage – DE15

UPDATE COST ESTIMATE

Performance Requirements

The Service Provider shall:-

Prepare an updated estimate of the Non-Core Scheme.

- Ensure that the cost estimates contains appropriate level of risk allowance to ensure a robust estimate.

- Ensure that the estimate includes all future expenditure including design, administration, supervision, construction, land, statutory undertaker's diversions etc and account for expenditure incurred to date.

Work Stage – DE16

VALUE ENGINEERING

Performance Requirements

The Service Provider shall:-

- Undertake a value engineering exercise of an appropriate level

WORK STAGE FG – SPECIFICATION AND BILLS OF QUANTITIES

Summary

- FG1 Monitor, co-ordinate and prepare schedules and specification. Maintain programme.

- FG2 Forward design, design certificates, check certificates and Certificates of readiness to proceed to tender to the Authority.

- FG3 Advise the Authority on the conditions of contract relevant to the Non-Core Scheme and forms of tender and invitations to tender as they relate to the works.

- FG4 Prepare and co-ordinate from other consultants, bills of quantities.

- FG5 Prepare a pre-tender estimate of the Non-Core Scheme, if required by the Authority.

- FG6 Establish the works programme in association with the Authority.

- FG7 Advise the Authority of the need for special inspections or tests.

Work Stage - FG1

SCHEDULES AND SPECIFICATIONS

Performance Requirements

The Service Provider shall:-

- Attend such meetings as directed by the Authority to identify the detailed requirements for inclusion in the schedules and specification for the Non-Core Scheme.
- Maintain regular contact with other consultants to ensure that they understand the requirements for their input and supply their input at a time in accordance with the programme.
- Prepare his own element of the input in accordance with all up-to-date technical specifications relevant to the Non-Core Scheme.
- Assemble the documentation in a manner and style agreed with the Authority and on the appropriate form for inclusion in the construction contract documentation.

▪

Work Stage – FG2

FORWARD DESIGN DOCUMENTATION

Performance Requirements

The Service Provider shall:-

- Identify and agree with the Authority the manner and style in which the design documentation is to be submitted.
- Prepare the appropriate number of copies of the documents.
- Forward the documents to the Authority together with the appropriate certificates relating to design check and readiness to proceed to tender.

Work Stage – FG3

ADVICE ON CONDITIONS OF CONTRACT AND TENDER DOCUMENTATION (This Work Stage shall only be instructed if the Service Provider is not to be constructing the works)

Performance Requirements

The Service Provider shall:

- Advise the Authority of suitable conditions of contract, forms of tender and invitations to tender to be employed for the Non-Core Scheme.
- Comment upon any stated preferred conditions of contract, forms of tender and/or invitations to tender expressed by the Authority.
- Advise the Authority of any risks or obligations inherent in the use of the preferred conditions of contract, forms of tender and invitations to tender.
- Suggest any revisions to standard conditions of contract, forms of tender and invitations to tender to suit the Non-Core Scheme and the Authority's stated requirements.
- Seek the Authority's approval to the conditions of contract, forms of tender and invitations to tender to be employed for the Non-Core Scheme.

▪

Work Stage – FG4

BILLS OF QUANTITIES/OUTLINE ACTIVITY SCHEDULE

Performance Requirements

The Service Provider shall:-

- Attend such meetings as directed by the Authority to identify and agree the requirements for inclusion in the bills of quantities/Activity Schedule.
- Prepare his own element of the input in accordance with all up-to-date technical specifications relevant to the Non-Core Scheme.
- Assemble the documentation in a manner and style agreed with the Authority.
- Prepare the bills of quantities in accordance with the Standard Method of Measurement for Highway Works (Volume 4) March 1998 and/or the approved schedule of rates current at the time.
- Make additions or amendments to the Standard Method of Measurement as required.
- Prepare the preamble to the bills of quantities to enable incorporation in the construction contract documents.
- Produce Outline Activity Schedule based on the latest construction programme.

Work Stage – FG5

PRE-TENDER ESTIMATE OF NON-CORE SCHEME COSTS

Performance Requirements

The Service Provider shall:-

- Produce an estimate of the construction costs of their element of the Non-Core Scheme. This estimate shall be based on the quantities contained in the tender bills of quantities and shall be to a uniform price base defined by the Authority.
- Identify any deviation from the construction cost estimates previously notified to the Authority and present the revised estimate in the format required.
- Report to the Authority the reasons for any variation from previously notified estimates.
- Produce cost update of design, investigations, other services, pre-ordering etc.
- Produce an estimate of future expenditure (design, administration, supervision, construction etc.)
- Produce an estimate of other scheme costs including land, statutory undertaker's diversions etc
- Provide an updated cash-flow prediction.
- Provide a comparison of existing and proposed cash-flow to date.
- Shall ensure that the cost estimates contains appropriate level of risk allowance to ensure a robust estimate

Where the Service Provider is to undertake the construction works the estimate produced in this Work stage shall reflect a construction price and shall be used in accordance with Schedule 7. This shall include allowances for Preliminaries in accordance with Schedule 7.

Work Stage – FG6

WORKS PROGRAMME

Performance Requirements

The Service Provider shall:-

- Consider all aspects of the Non-Core Scheme affecting programme.
- Advise the Authority of the effects of such constraints and means of overcoming any delays which may arise.
- Advise the Authority of durations of procedures, investigations, feasibility and design periods.
- Prepare and submit to the Authority the proposed programme.

Work Stage – FG7

SPECIAL INSPECTIONS AND TESTS

Performance Requirements

The Service Provider shall:-

- Obtain comprehensive details of the Contractor's proposed methods of construction, sub-contract arrangements and materials suppliers including specific items to be fabricated off site.
- Identify the need for specialist inspection and testing services consequent on the above information and shall advise and act in accordance with the Authority's instructions.

WORK STAGE HJ – TENDER ACTION AND PROJECT PLANNING (This Work Stage shall only be instructed if the Service Provider is not to construct the works)

Summary

- HJ1 Co-ordinate the preparation of pre-tender cost check and confirm to the Authority that documentation for tender complies with the Design Instruction.
- HJ2 Complete certificate of readiness to proceed to tender if required.
- HJ3 Advise the Authority of other contracts needed to be let prior to the Contractor commencing work.
- HJ4 Advise the Authority of the suitability of firms selected to submit tenders where relevant, in accordance with E.U. procedures and the Authority's selected list of contractors.
- HJ5 Co-ordinate the invitation of tender(s) from approved contractor(s) including letters of invitation and distribution of tender documentation.
- HJ6 Assemble documentation and drawings for issue to the contractors selected to tender and despatch to suit an agreed procedure.
- HJ7 Execute a tender appraisal of the relevant section of the bill of quantities and report to the Authority on tenders submitted including reporting on the reconciliation of lowest accepted tender with budget cost.
- HJ8 If the lowest acceptable tender bill of quantity section is higher than the approved budget cost, identify and evaluate possible savings, preparing or revising drawings and assisting in preparation of bills of reduction and negotiating a revised tender. Report the results to the Authority.
- HJ9 Advise the Authority of the appointment(s) of the Contractor(s) and on the responsibilities of the Authority, Contractor and Project Manager /Supervisor (or equivalent) under the terms of the construction contract.
- HJ10 Advise the Authority of the requirements for site staff.
- HJ11 Co-ordinate the preparation of the construction contract and arrange for it to be signed by the Authority and the Contractor.
- HJ12 Issue the construction documents to the contractor for construction of the project in accordance with the agreed procedures for LTP projects.

Work Stage – HJ1

PRE-TENDER CHECK

Performance Requirements

The Service Provider shall:-

- Attend meetings with other design consultants as directed by the Authority to confirm the compatibility of the various inputs.
- Attend meetings with the Authority to confirm that the tender documentation has been prepared in accordance with the Authority's requirements as set out in the Design Instruction

Work Stage – HJ2

READINESS TO PROCEED TO TENDER

Performance Requirements

The Service Provider shall:-

- Be aware of the requirement to supply certificates of readiness to proceed to tender.
- Issue such certificates at the appropriate time.

▪

Work Stage – HJ3

CONTRACTS/ORDERS TO BE ARRANGED PRIOR TO MAIN CONTRACT COMMENCING

Performance Requirements

The Service Provider shall:-

- Examine project records supplied by the Authority to ascertain whether any lead times have been identified for advance ordering or construction.
- Check the updated position with organisations/suppliers which have indicated such times.
- Advise the Authority of suitable contractors.
- Prepare and issue tender documents for advance work contracts as directed by the Authority.
- Place orders for advance work/materials as directed by the Authority.

Work Stage – HJ4

SUITABILITY OF FIRMS TO TENDER

Performance Requirements

The Service Provider shall:-

- Attend meetings as directed by the Authority to determine whether E.U. Tendering Procedures apply.
- Attend meetings as directed by the Authority to determine whether to adopt open tendering or limited tendering procedure.
- Advertise the Non-Core Scheme in Official Journal of E.U. (OJEU) if directed by the Authority.
- Advertise the Non-Core Scheme in technical press if directed by the Authority.
- Write to approved contractors to ascertain their interest in tendering if directed by the Authority.
- Check the financial standing of Contractors from previous accounts and references if directed by the Authority.
- Obtain details of safety policy and preliminary safe working system.
- Consult the Authority's Safety Adviser.
- Attend meetings as directed by the Authority to consider applicants.
- Forward the list of applicants, with Safety policies and safe working systems to the Authority.
- Advise the Authority on the preparation of a select list including the preparation of a report to the Authority, (if required).
- Present the report to the Authority if directed by the Authority.
- Inform applicants in writing whether or not they are included in select list and advise them of the tender programme if directed by the Authority.

Work Stage – HJ5

CO-ORDINATION OF INVITATION TO TENDER

Performance Requirements

The Service Provider shall (if directed by the Authority):-

- Inform tenderers that tender documents are available for collection or if tenderers prefer, arrange for their delivery.
- Prepare a letter of invitation for inclusion with tender documents. This letter shall include, inter alia, the following:-
 - A list of all tender documents.
 - The date for return of tenders.
 - Addressee to whom tenders are to be returned.
 - The criteria for evaluation of tenders and associated dates for submission of information.
 - Provide an addressed envelope for the return of the tender.
 - Record and file all correspondence with tenderers related to tender.
 - Record time and date and name of tenderer's representative on tender collection form.
- Inform the Authority of tender issue.
- Agree with the Authority the procedure upon return of tenders.

Work Stage – HJ6

ASSEMBLE TENDER DOCUMENTATION AND DISPATCH

Performance Requirements

The Service Provider shall (if directed by the Authority):-

- Obtain the tender invitation pro-forma from the Authority and complete the appropriate sections.

Assemble the following documents for distribution to each of the selected tenderers:-

- The tender invitation pro-forma.
- The instructions for tendering.
- The conditions of contract.
- The specification for the works.
- The drawings.
- The schedules comprising data affecting the execution of the Non-Core Scheme, including such things as site investigation reports, details of access, limitations on working hours.
- The tender pricing document (bill of quantities or schedule of works or schedule of rates or other as agreed with the Authority).
- The form of tender.
- The details of the form of bond (if required).
- The form of agreement.
- The Parent Company performance guarantee (if required).
- A list of any sub-contractors or suppliers the use of whom is prohibited by the Authority.
- A form of acknowledge receipt of the above items.
- A plain addressed envelope which shall be obtained from the Authority for the purpose of return of tenders.
- Verify that the assembled documents meet the Design Instruction.

- Arrange for the dispatch or collection of the tender documents in accordance with the agreed programme.

Work Stage – HJ7

TENDER APPRAISAL

Performance Requirements

The Service Provider shall (if directed by the Authority):-

- Collect the tenders from the Authority.
- Check the completeness of the tender documentation submitted.
- Check arithmetical accuracy.
- Assess the sufficiency of the unit rates and prices stated in the priced bill of quantities.
- Confirm the acceptability of tenderers with the Authority's Safety Adviser.
- Evaluate the tenders as required by the Authority.
- Report tenders and result of tender appraisal to the Authority.
- Compare the lowest acceptable tender with the current estimated cost and report to the Authority.
- Advise the Authority on the acceptability of the tenders
- Prepare and present a report to Authority on the tenders received with a recommendation for acceptance.

Work Stage – HJ8

TENDER EXCEEDING COST ESTIMATE

Performance Requirements

The Service Provider shall (if directed by the Authority):-

- Identify cost saving required.
- Consider the ways in which the work content, specification, detail design could be modified to produce cost savings.
- Advise Authority on matters where saving can be achieved requesting instructions on how to proceed.
- Amend drawings and/or specification as necessary.
- Prepare bills of reduction and assist the Authority in negotiating a revised tender.
- Report the results to the Authority.

Work Stage – HJ9

APPOINTMENT OF CONTRACTOR AND ADVISE ON RESPONSIBILITIES

Performance Requirements

The Service Provider shall (if directed by the Authority):-

- Advise the Authority on the procedural requirements associated with the acceptance of a tender and appointment of a Contractor.
- Advise the Authority of the role and contractual responsibilities of the Contractor in the execution of the Non-Core Scheme as detailed in the construction contract.
- Advise the Authority of the role and contractual responsibilities of the Project Manager/Supervisor (Engineer) in the execution of the works as detailed in the construction contract.

Work Stage – HJ10

SITE STAFF

Performance Requirements

The Service Provider shall:-

- Consider the nature of the works and the preliminary programme provided by the Contractor.
- Recommend to the Authority a suitable level of supervision.

Work Stage – HJ11

PREPARATION OF CONTRACT

Performance Requirements

The Service Provider (if directed by the Authority):-

- Prepare and send a letter of acceptance on behalf of the Authority to inform the successful tenderer that the formal contract documents will be prepared and forwarded to him within a time limit specified by the Authority.
- Prepare and send a letter on behalf of the Authority to all tenderers giving the results of the tender in a format agreed with the Authority.
- Collate and co-ordinate copies of contract documentation including all relevant correspondence and prepare the Form of Agreement, amended to incorporate any specific additions, for forwarding to the Contractor as directed by the Authority.
- Check that no unauthorised alterations have been made to the documents.
- Request that the Authority signs and seals the construction contract documents.

Work Stage – HJ12

ISSUE OF CONSTRUCTION DOCUMENTS

Performance Requirements

The Service Provider shall:-

- Issue all documentation to the Contractor to enable construction to commence.
- Issue all documentation to the Contractor on LTP Non-Core Schemes in accordance with the approved procedures.

WORK STAGE K – OPERATIONS ON SITE (This Work Stage shall only be instructed if the Service Provider is not to construct the works)

Summary

The following Work Stages will vary dependant upon contract type, however the general overarching principles behind the Works Stages will still apply. These principles include:

- Inspections and testing
- Contract administration
- Records
- Communication with all interested parties

The Project Manager/Supervisor (Engineer) shall:-

- K1 Attend the construction sites to supervise and record that the permanent works and Statutory Undertakers' diversions are executed to correct line and level, and that materials and workmanship comply with the specification and good engineering practice; in accordance with the powers delegated by the Project Manager/Supervisor (Engineer).
- K2 Liaise with affected frontagers, landowners, the Highway Authority, the Emergency Services, Regulatory Authorities, Statutory Undertakers and public transport undertakings with regard to the impact of the Contractor's works. In addition liaise with the above bodies in connection with Statutory Undertakers' service diversion(s) (where appropriate).
- K3 Procure, after proper, prior authorisation by the Authority specialist, professional inspection services for supervision of the Contractor's on-site and off-site fabrication works.
- K4 Define and implement a programme of material sampling and procure material testing at site laboratories or off-site laboratories and provide interpretive reports of the tests carried out.
- K5 Consider and give consent to the working methods proposed and adopted by the Contractor for both temporary and permanent works.
- K6 Monitor and report on the standards of site safety applied by the Contractor and the Statutory Undertakers throughout the construction period.
- K7 Maintain a complete photographic record of the Non-Core Scheme, particularly at pre-contract stage.
- K8 Maintain daily records of site activity; weather and the disposition of both the Contractor's and Statutory Undertakers' plant and personnel.

- K9 Record and check the progress of the work compared to approved works programme and take necessary action.
- K10 Ensure the compliance of the Contractor and Statutory Undertakers with the construction contract requirements and the requirements of the Highway Authority.
- K11 Agree with the Contractor's staff, the quantities of work carried out on site albeit contract work, varied work or additional work.
- K12 Initiate procedures for the settlement of third party claims.
- K13 Exercise the powers reserved to the Project Manager/Supervisor (Engineer) under the construction contract.
- K14 Issue site instructions for variations to the work within the powers delegated by the Authority to the Project Manager/Supervisor (Engineer).
- K15 Establish levels of communication, spending limits and production programmes for each of the other consultants on site.
- K16 Conduct monthly progress meetings with the Contractor and Statutory Undertakers and review overall progress compared to programme.
- K17 Conduct monthly measurement meeting with the Contractor to agree interim valuations and attempt to resolve outstanding measurement disputes.
- K18 Consider and value interim contractual claims submitted by the Contractor and accepted in principle by the Project Manager/Supervisor (Engineer).
- K19 Certify interim accounts submitted by the Contractor and the Statutory Undertakers.
- K20 Submit monthly financial statements to the Authority indicating the estimated out-turn cost.
- K21 Submit quarterly financial reports as required by the Authority in accordance with the Financial Framework of the City Council.
- K22 Issue variation orders having gained the necessary approval from the Authority.
- K23 Issue extensions of time to the Contractor and indicate the extended time for completion, subject to the approval of the Project Manager/Supervisor (Engineer).
- K24 Issue a certificate of completion following completion of the final Road Safety Audit signed by the Project Manager/Supervisor (Engineer),

together with a list of remedial/outstanding civil engineering works to be completed during the maintenance period.

Work Stage – K1

ATTENDANCE AT SITES

Performance Requirements

The Project Manager/Supervisor (Engineer) and his staff shall:-

- Watch and record in detail the actions, methods and materials incorporated in the works by the Contractor.
- Ensure on a daily basis that the requirements of the method specification are achieved in instances where method specifications are stipulated. Records will be entered in the Inspector's diary.
- Undertake such tests and carry out investigations to ensure that all the test requirements have been met legitimately, in instances where end product specifications are stipulated. Tests will be carried out in accordance with the construction contract.
- Sign a copy of the successful test results and retain a copy for the Authority's information, should this be required. Details of site tests will be recorded in the site diary. Where contractual failures are found, the Contractor will be informed within two working days of receipt of the test result.
- Arrange for sampling and testing of materials by an accredited laboratory as required by the construction contract or the Authority. Test results will be monitored on a daily basis.
- Maintain a comprehensive record of all concrete pours and surfacing operations such that the characteristics of each particular load is recorded together with its precise location within the permanent works.
- Maintain dipping records of each layer of pavement up to and including surface course, at ten metre intervals, recorded on appropriate proformas.

Quality

For Non-Core Schemes

- The Project Manager (Engineer) shall be a Chartered or Incorporated Civil or Structural Engineer with a minimum of five years experience in the supervision of major highway improvements.
- The Supervisor (Inspector) shall have a minimum of five years experience in the supervision of major highway improvements.

- The remaining supervisory staff shall have a minimum of two years in the design and construction of highway improvements.

Work Stage – K2

LIAISON

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Write to each local area Councillor at least one month prior to commencement of operations on site, giving details of the construction contract and wherever possible the site telephone number.
- Write to all adjacent landowners within one week of the establishment of site accommodation giving the name of the Project Manager/Supervisor (Engineer) to whom all complaints should be referred and confirm the site telephone number.
- Ensure that Temporary Traffic Regulation Orders are posted on street by the Contractor's staff at least one week prior to implementation of road closures or temporary traffic diversions (where Orders are required).
- Notify affected frontagers at least one month in advance of the application of the temporary measures and indicate on a 1/1250 scale plan the interim traffic routes and the periods during which these arrangements will apply.
- Notify the Emergency Services, Public Transport Undertakings and the Highway Authority of the temporary diversions. In conjunction with the above, the measures will be monitored and reviewed by the site personnel and amended where necessary.
- Notify the local radio stations and A.A. Roadwatch at least one week in advance of any temporary diversions affecting 'A' roads and trunk roads.

Work Stage – K3

SPECIALISTS INSPECTION SERVICES

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Identify and appoint, (subject to the Authority's approval), a specialist consultant capable of carrying out or supervising the tests described in the construction contract.
- Determine, in consultation with the specialist consultant, the frequency of testing and establish the test reports that will be required.

Work Stage – K4

MATERIAL SAMPLING AND TESTING

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Appoint, with the approval of the Authority, a material testing consultant.
- Instruct the testing consultant to carry out routine testing as prescribed in the construction contract.
- Receive from the testing consultant, a copy of all test results and monitor the overall trends.
- Inform the Contractor immediately where routine test results indicate non-compliance with the construction contract and seek the Contractor's proposals for rectification.
- Instruct the testing consultant to carry out special tests on materials identified as non-compliant and to report the test results as a matter of the highest priority.
- Record on the drawings, details of all test results attained in respect of C.B.R.'s on sub-formation, formation and sub-base.
- Maintain a 'cusum' analysis of the 28 day test results for each class of structural concrete.
(The target, mean and standard deviation of the results will be calculated for each sample. A plot of the results will be produced on a monthly basis).

Work Stage – K5

METHOD STATEMENTS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Request method statements from the Contractor for works which affect existing structures, traffic flows, third parties, or in instances where a choice of method specifications is available and where hazards had been identified within the Health & Safety Information.
- Consider the proposed method of working in so far as they comply with current construction legislation, or affect the performance of the permanent works.
- Consult the Highway Authority and the Police where works affect existing traffic flows and determine their joint requirements.
- Consider all the above information and either approve the method statement (unamended), or reject the method statement indicating the areas of deficiency.
- Distribute the approved method statement to all members of the site supervisory team.

Work Stage – K6

SITE SAFETY

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Ascertain from the Contractor at the commencement of the construction contract, the name of his Safety Officer.
- Notify the Contractor within one hour of the discovery of non-compliances in safety and confirm the same in writing within the day.
- Refer any non-compliances to the Authority which have been notified to the Contractor, but have not been rectified within twenty four hours of receipt of the notice of non-compliance.
- Notify the Health and Safety Executive of any circumstances or practice, thought to be a serious contravention of safety policy which has been notified to the Contractor, but has not been rectified in a reasonable period.
- (The Authority will be informed of this action beforehand).
- Consider an instruction to suspend the works affected by a non-compliance in circumstances where serious injury might arise from the continuing non-compliance of the Contractor.
- The express consent of the Project Manager/Supervisor (Engineer) to the construction contract and the Authority must be gained before such an instruction is issued.
- Pay particular attention to operations carried out in confined spaces; in foul sewers and in disused mine workings.
- Ensure that, wherever possible, perimeter fences are erected to prevent ready access to the site, particularly by children. However, excavations and dangers within the site will still require adequate protection and the Project Manager/Supervisor (Engineer) will ensure that the measures taken are adequate.
- Circulate within a reasonable time, information concerning hazardous material to other Authority departments.
- Where buildings or structures are to be demolished, the Authority's procedure for demolition of premises will be strictly adhered to and will form part of the approved method statement.

Quality

- All technical members of the supervisory staff shall be conversant with current safety regulations on site.

Work Stage – K7

PHOTOGRAPHIC RECORDS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Arrange for a joint set of pre-contract photographs to be taken throughout the construction contract period and at least one week prior to the commencement of the works on site and particularly in areas of private land on which accommodation works will be carried out. The physical condition of every peripheral site boundary will be photographed. Each photograph shall display the date on which the photograph was taken.
- Arrange for a set of progress photographs to be taken at monthly intervals throughout the site. A minimum of 24 photographs will be taken, wherever possible from the same vantage point as the initial record set. Each photograph shall display the date on which the photograph was taken.
- Take photographs on a regular basis to record the position of Statutory Undertakers' apparatus and any site safety measures.
- Take photographs of any condition experienced which may result in a variation to the works (wells, foundation bases, etc).
- Take sufficient photographs to record the extent and condition of any temporary traffic diversions and to demonstrate that the measures were applied and maintained in accordance with the approved proposals.
- Take photographs of any condition, or occurrence which may give rise to third party claims.
- Retain the photographs until the issue of the final certificate.

Quality

- All photographic records shall take the form of standard 150mm x 100mm colour prints taken on a 35mm automatic auto focus camera with databack facility.

Work Stage – K8

SITE DIARY

Performance Requirements

The site diary shall include:-

- The amount of rainfall in millimetres and the maximum/minimum temperatures (0 C) determined by site measurements in the preceding day or weekend.
- A record of the site working hours and a particular record of any time lost due to adverse weather or adverse circumstances.
- A general description of the work carried out (e.g. drainage) and specific records of each of the elements of that work carried out including the plant and labour engaged in the task and the output achieved, (lin.m., sq.m., cu.m.). Where surplus material is generated, a record of the points of disposal and an estimate of the volume disposed of shall be made.
- The deployment of Statutory Undertakers' plant and equipment and the particular contract diversion being executed. The detail of the record shall be sufficient to verify interim accounts.
- A record of any site testing carried out, the location of the test and the results thereof.
- A record of the condition of temporary traffic diversions including temporary signs, coning and barriers.
- At the end of each working week, the Inspector will manually transfer this data to a plant and labour return sheet specifying the name and type of all labour and equipment used in the construction of the work and in the previous week.

Quality

- Inspectors diaries shall be hand written and legible and recorded in lined A4 duplicate books.
- The diary shall include sufficient detail to enable an accurate as-built programme to be compiled to assist in the assessment of contractual claims and applications for extensions of time.

Work Stage – K9

RECORD PROGRESS

Performance Requirements

The weekly progress report shall include:-

- A general description of the prevailing weather conditions.
- General progress achieved in each separate category of the roadworks, (drainage, earthworks, etc).
- General progress achieved in each individual structure.
- Specific events encountered which have led to delay to the works and overall completion.
- The estimated completion date of the works.
- Details of any event which may lead to increase in out-turn cost.

Work Stage – K10

COMPLIANCE

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Monitor on a daily basis routine test results provided to him by the testing consultant.
- Inform the Contractor immediately where results indicate a contractual failure and request his proposed method of rectification.
- Consider the proposed methods of rectification and instruct whatever tests are necessary to demonstrate compliance.
- Issue notices of non-compliance where deficiencies are detected in the Contractor's temporary or permanent works. Particular attention shall be paid to temporary reinstatements and traffic management measures.
- Notify the Highway Authority's N.R.S.W.A. representative where notified non-compliances are not rectified by the Contractor within a period of two weeks and any costs and fees associated with their audit will be deducted from the Contractor's interim payments.
- Arrange for remedial works to be carried out by third parties where notified non-compliances are not rectified by the Contractor within a period of four weeks. The cost of the remedial works and administrative costs shall be debited from the Contractor's interim accounts.

The Project Manager/Supervisor (Engineer) shall also arrange an emergency meeting to be attended by the Contractor's Director.

Work Stage – K11

AGREE MEASURE & QUANTITIES

Performance Requirements

The Supervising Staff shall:-

- Sign and date record sheets agreed with a representative of the Contractor.
- Mark clearly on the record sheet the proposed classification of the work (soft spots, etc) and the corresponding bill of quantities reference number. The record sheet will be given to the Project Manager/Supervisor (Engineer) for inclusion in the measure.
- Scrutinise, amend and sign record sheets in circumstances where the Contractor may subsequently claim additional payment. The record sheets shall include details of plant and labour used in the task, the quantity of materials employed and wherever possible the actual cost of the service(s). Record sheets will be marked "For Record Purposes Only".
- Amend, sign and return to the Contractor dayworks accounts and contemporary records within two working days of their receipt.
- Catalogue the signed record sheets into individual bill sections and append them to the application for payment.

Work Stage – K12

INSTRUCTIONS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Consult the Design Team and determine solutions before issuing instructions to clarify/vary the works.
- Calculate the estimated cost of the instructed works and the nett financial addition to the construction contract. This information will not be included on the Contractor's copy of the site instruction.
- Issue copies of the site instruction to the Contractor, each member of the Project Manager/Supervisor's (Engineer's) team and a copy to the Design Engineer with whom the solution was agreed.
- Indicate on the instruction the method of payment.
- Instruct the works directly if the value of the work is estimated to be not more than £1,000.
- Gain approval from the Authority prior to instructing the works if the value is estimated to exceed £1,000.
- Gain retrospective approval to the above expenditure when delay would seriously affect the works.

Work Stage – K13

COMPLAINTS AND THIRD PARTY CLAIMS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Deal with all verbal enquiries immediately and record them in the incoming correspondence register.
- Acknowledge complaints within two working days and in circumstances where a co-ordinated response is required the formal response will be sent within two working weeks.
- Pass third party claims to the Contractor within two working days of receipt.

Quality

- All enquiries, claims and complaints will be dealt with in a courteous professional manner by a senior member of the team.
- On no account will enquiries be 'left on hold' or dismissed as being irrelevant.
- Complaints received by landowners or Companies within the site boundary will result in a visit by the Project Manager/Supervisor (Engineer) on the same day.

Work Stage – K14

OBLIGATIONS UNDER THE CONTRACT

Performance Requirements

The Project Manager/Supervisor (Engineer) shall ensure that nominated Project Manager/Supervisor's (Engineer's) delegated representatives on site fulfil the duties and obligations, exercise the powers and perform the services reserved to the Project Manager/Supervisor (Engineer) under the terms of the construction contract. Notwithstanding that, the Project Manager/Supervisor (Engineer) , or his delegated representatives, may decline to perform any function or service specified in a contract the terms of which have not initially been approved by the Project Manager/Supervisor (Engineer).

Work Stage – K15

COMMUNICATION, SPENDING AND PROGRAMMES

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Issue instructions concerning the method by which information will be communicated to his staff.
- Be solely authorised to issue site instructions.
- Distribute to each consultant, a copy of the approved programme of works and will provide the necessary information to facilitate the execution of the works to programme. Allowance shall be made for lead time and any commissioning periods.
- Obtain from each consultant, at monthly intervals; a report on the current physical and financial progress of their particular element of the works; interim measures for the monthly account; and submit a schedule of all instructions issued pertaining to their work and their actual value (if known), otherwise the estimated value shall be included.

Work Stage – K16

PROGRESS MEETINGS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Convene monthly progress meetings with the Contractor, Statutory Undertakers and the Authority.
- Produce comprehensive minutes of the meeting and clearly identify the need to take action within the minutes. The person required to take action will be identified by name or initials.
- Review in detail the performance of each of the Statutory Undertakers and report the progress achieved compared to the planned progress. The reason for any contractual delay will be recorded.
- Review the materials supplied to the sites in the previous month and highlight any contractual failures. The testing consultant will provide a summary of the test results obtained since the previous meeting and comment accordingly.
- Ensure that the Contractor will report on the progress of any third party claims received in the month. In addition, the overall progress of all third party claims will be reported by the Contractor.
- The Project Manager/Supervisor (Engineer) will produce typed minutes of the meetings and distribute them within three working days of the meeting.

Work Stage – K17

MEASUREMENT MEETINGS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Produce a schedule of principal measurement differences based upon the amended application.
- Classify the differences into categories of quantity variance; rate variance; principle accepted but evaluation not agreed; principal not accepted.
- Resolve any quantity variance at the meeting by reference to dimension books and abstracts.
- Inform the Contractor of any further information require by him to resolve any difference in rate. On receipt of such information, the Project Manager/Supervisor (Engineer) will confirm the increased rate or establish an interim rate for the work within one week of the submission.
- Issue to the Contractor his assessment of an interim rate in circumstances where the measurement principle is agreed, but the evaluation is not agreed. The information will be provided within the week of the Contractor's submission.
- Record in the minutes the fact that a dispute could not be resolved after a period of three months on the basis that the measurement principle is not agreed.
- Distribute the minutes to the Project Manager/Supervisor (Engineer) , the Contractor, and the Authority.

Work Stage – K18

CONSIDER CONTRACTUAL CLAIMS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Acknowledge receipt of contractual claims within two days of receipt.
- Where the value exceeds £1000, the Authority will be informed within seven days by which time the Project Manager/Supervisor (Engineer) will indicate whether the principle of the claim is accepted or not.
- Consider the details of the claim and will inform the Contractor of his interim assessment within seven days and/or identify the specific additional information required to carry out/refine his assessment.
- Report to the Authority at quarterly intervals the status of each claim, the amount claimed by the Contractor and an estimated settlement sum.

Work Stage – K19

CERTIFY ACCOUNTS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Value the work carried out by the Contractor in accordance with the construction contract.
- Include an assessment of materials both on and off site which will be incorporated in the permanent works.
- Include the value of items or property vested in the Authority.
- Include any interim assessment of the value of contractual claims submitted to date by construction or.
- Deduct the amount of retention as detailed in the conditions of contract.
- Add the Value Added Tax chargeable at the current rate.
- Arrange for the payment certificate to be arithmetically checked before having the certificate typed.
- Provide sufficient details of the Contractor's banking arrangements to ensure that payment can be made by credit transfer.
- Advise the Authority in circumstances where the Contractor's amended application is less in value than the minimum amount of certificate specified in the appendix to the form of tender.
- Ensure that VAT certificates obtained at frequent intervals.
- Process the application for payment in a period of two working weeks from receipt in order that payment can be made without incurring interest charges.

Work Stage – K20

FINANCIAL STATEMENTS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall prepare a financial statement for each certificate of payment and shall:-

- Show for each individual bill section, the original tender cost, the current cost claimed by the Contractor, the current cost valued by the Project Manager/Supervisor (Engineer) and the expected out-turn cost.
- Include contract works costs, Statutory Undertakers' costs, contingency costs, testing costs and total fee costs.
- Pass a copy of the statement to the Authority.

Work Stage – K21

QUARTERLY FINANCIAL REPORTS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Prepare a financial report in accordance with the Council's Financial Framework indicating the current status of the construction contract, estimated out-turn cost and details of variations.
- Include in the report a schedule of variations to the construction contract each estimated to exceed £1,000 in value.
- Update and resubmit the report to the Authority at quarterly intervals.

Work Stage – K22

VARIATION ORDERS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Indicate on the site instruction his intention to value the instructed work by derivation of a varied rate.
- Request the Contractor's break down of a tender bill rate for the purposes of deriving a varied rate, at the time of issue of the instruction.
- Direct his staff to maintain detailed contemporary records of the actual resources employed where it is apparent that tenders rates for analogous work are not available.
- Research other current contracts and identify if possible, the market rate based on other tenders received by the Authority, (subject to the Authority's agreement).
- Fix the rate after due consultation with the Contractor and sign the Variation Order following Authority approval. Alternatively, where more time is required, a variation order with an estimated financial addendum will be issued, with the detailed financial addendum following as soon as possible.
- Attach to the variation order a financial addendum, a written report giving the history of events, analyses of rates and a recommended rate for the varied works.

Work Stage – K23

EXTENSIONS OF TIME AND LIQUIDATED DAMAGES

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Consider the causes which will attract extensions of time under the construction contract detailed in the Contractor's application and notify Authority for approval.
- Determine the extension of time within 28 days of the application and detail separately the various specific delays against which extensions have been granted and calculate the actual extension in days.
- Calculate the revised date for completion, inform the Contractor following Authority approval.
- Make an interim assessment of prolongation costs where application for costs is made by the Contractor. The assessment will be included in the next payment certificate.
- Calculate the amount of liquidated damaged (if any) at the extended date for completion and notify the Authority of the amount which may be deducted.
- Monitor contract payments to ensure that sufficient monies are available to permit the deduction of liquidated damages should the Authority wish to do so.

Work Stage – K24

COMPLETION CERTIFICATE

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Consider the principal objectives of the Non-Core Scheme and decide whether the Non-Core Scheme is sufficiently advanced to achieve those aims. In cases where these aims are not fulfilled it shall be confirmed in writing within seven days those aspects of the Non-Core Scheme which must be complete to achieve completion.
- Prepare a certificate of completion where completion is achieved and sign it.
- Prepare a payment certificate in respect of release of retention/part retention within 14 days of the issue of the certificate of completion and sign it.

WORK STAGE L- COMPLETION (This Work Stage shall only be instructed if the Service Provider is not to be constructing the works)

Summary

The following Work Stages will vary dependant upon contract type, however the general overarching principles behind the Works Stages will still apply. These principles include:

- Inspections and testing
- Contract administration
- Records
- Communication with all interested parties

The Project Manager/Supervisor (Engineer) shall:-

- L1 Procure a Road Safety Audit either by the Highway Authority or other as appropriate and issue instructions for remedial works where required.
- L2 Prepare as-built drawings, maintenance manuals, Health and Safety File and any other such records as are reasonably necessary to enable the Authority to operate and maintain the works and issue them to the Authority.
- L3 Arrange and attend a hand-over meeting.
- L4 At the end of the maintenance period, arrange a joint inspection with the Contractor and the Authority to record any defects.
- L5 Upon satisfactory completion of the remedial/outstanding civil engineering works, prepare and issue a maintenance certificate signed by the Project Manager/Supervisor (Engineer).
- L6 Assist in the resolution of any dispute relating to the works which may have arisen between the Authority and the Contractor.
- L7 Deliver to the Authority on the completion of the Non-Core Scheme, such records as are reasonably necessary to enable the final accounts for the works to be audited.
- L8 Complete Adoption procedures as required by the Highway Authority or Drainage Authority.
- L9 Participate with the Design Team to review Non-Core Scheme and prepare feedback report on performance of Contractor. Provide feedback, where appropriate, on Non-Core Scheme design and contract documentation.
- L10 Complete the final account and payment certificate.

Work Stage – L1

ROAD SAFETY AUDIT STAGE 3

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Liaise with the Authority's Road Safety Team regarding the Stage 3 Road Safety Audit on the constructed Non Core Scheme.
- Provide appropriate information, drawings and design information, in accordance with HD19 and the Sheffield Road Safety Audit Standard, to the Authority's Road Safety Team in a timely manner.
- Prepare a report on the reasoning behind any audit proposal rejections. (Designers Response Report)
- Amend design drawings to include agreed revisions having gained formal confirmation from the Authority.
- Assist the Authority in production of the Exceptions Report as required

Work Stage – L2

AS-BUILT DRAWINGS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall ensure that the following are prepared:-

- A plan showing bridge names, road signs (with legend); landowners names and addresses; Contractor's off-site tips and temporary topsoil stacks.
- a plan showing details of embankment construction shown against a longitudinal section.
- Plan indicating Highway boundaries; Highway drainage details, footways, carriageways, verges, street lighting, traffic signals and traffic signs.
- Plan showing bridge names, road sign positions, surface water drains (including pipe type, chamber positions, invert and cover levels and direction of flow), position of services, location and type of all ducts, position of overhead cables, location and type of hedges and fences, bridge spans and clearances, pedestrian guard rails and landscape areas.
- Plan at a suitable scale showing typical cross sections, carriageway construction details and land plans.
- A bridge works manual for each structure indicating structure/sub-structure drainage systems, bearing details, details of pre-stressing systems, full details of protective paint systems, clearances details of expansion joints, waterproofing system.
- Three sets of as-built drawings (paper) and issue to the Authority along with the electronic copies within three months of completion.

Quality

The as-built drawings may be prepared by the Contractor, but the Project Manager/Supervisor (Engineer) will sign the as-built drawings and be responsible for their adequacy.

The as-built drawings will be of the same quality, standard and format as the original contract drawings.

Work Stage – L3

HAND-OVER MEETING

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Seek from the Authority his express wishes concerning the date, time and form of the hand-over meeting.

Work Stage – L4

DEFECTS AND OUTSTANDING WORKS

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Arrange an inspection of the works at the end of the maintenance period, or within two days thereof. The meeting will be attended by the Project Manager/Supervisor (Engineer), the Contractor and by the Service Provider's maintenance representative.
- Identify any defects and/or outstanding works and notify the Contractor in writing within two working days.
- Visit the site in the hours of darkness immediately prior to the end of the maintenance period to verify that street lighting columns and sub-serviced signs are illuminated.
- Inspect the condition of the carriageway surface course at junctions and braking sections particularly.

Quality

Meetings held with the Authority will be attended by the Project Manager/Supervisor (Engineer).

Work Stage – L5

MAINTENANCE CERTIFICATE

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- On receipt of the Contractor's application for a maintenance certificate, arrange a further inspection of the works.
- Prepare a maintenance certificate if the outstanding/remedial works are completed to his satisfaction and sign.
- Copy the signed maintenance certificate to the Authority's Legal and Administration Head, the Authority's Financial Director.

Work Stage – L6

RESOLUTION OF DISPUTES/FINAL ACCOUNT

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Agree with the Contractor sections of the bill of quantities prior to the submission of the final account, wherever possible.
- Amend the final account and return a copy of the draft final account to the Contractor within a period of four working weeks.
- Instruct the Contractor to provide any outstanding information he may require to complete the final account.
- Ensure that all variation orders are included in the account and that admeasured quantities are supported by auditable abstract and dimension sheets.
- Ensure that additional items paid at cost are supported by copies of receipted invoices.
- Undertake a full arithmetic check of the account and provide a draft financial statement to the Authority for his information and advice.
- Obtain written confirmation of the final account figure from the Contractor prior to the issue of the final certificate.
- Prepare a final certificate and present it to the Authority for signature and distribution.

Quality

Final Account measurement meetings will be attended by the Project Manager/Supervisor (Engineer) and/or the Contract Quantity Surveyor.

Work Stage – L7

ADOPTION PROCEDURES

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Assist the Authority's Adoptions Officer in the Highway Adoptions process in accordance with the "South Yorkshire Residential Design Guide Part 4J-Adoptions of Highways".
- This support will include attendance of meetings on site, collation of as-built drawings and documents and any other technical support required to complete the process

Work Stage – L8

AUDIT FINAL ACCOUNT

Performance Requirements

The Project Manager/Supervisor (Engineer) shall submit the following documents to the Authority's nominated auditor:-

- A copy of the final account and final account dimension and abstract sheets.
- Details of the Contractor, the tender bid price and the conditions of contract under which the work was carried out.
- Details of contingency sums, dayworks, prime cost sums, compensation event assessments and agreed claims value(s).
- The construction contract commencement date, the construction period and the original date of completion.
- Details of extensions of time awarded and the revised date of completion.
- A calculation of the liquidated damages which may be deducted by the Authority.

Work Stage – L9

NON-CORE SCHEME REVIEW AND FEEDBACK

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Arrange a meeting with the Design Team on completion of the Non-Core Scheme, to review the adequacy and appropriateness of the scheme design; the method of procurement; the construction contract documentation and the supervision arrangements.
- Prepare a feedback report which, where appropriate, details how the Non-Core Scheme team may improve the efficiency and effectiveness of the manner in which they deliver the Authority's Design Instruction.
- Review the performance of the Contractor and report to the Authority the Contractor's suitability for inclusion on future tender lists.

Work Stage – L10

FINAL ACCOUNT AND FINAL CERTIFICATE

Performance Requirements

The Project Manager/Supervisor (Engineer) shall:-

- Value the Works carried out by the Contractor in accordance with the construction contract including all variations, compensation event assessments and claims.
- Produce the final payment certificate and sign
- Circulate copies of the signed certificate to the appropriate personnel.

OTHER SERVICES

The Other Services listed below are available to the Authority in addition to the general service, either as separate or supplementary services. The extent and detailed requirements of services listed in Work Stage OS1 are to be agreed between the Authority and Service Provider at the time of the request for the service. Services required under Work Stages OS2 to OS10 shall be in accordance with the corresponding specifications.

Summary

OS1	General Additional Services
OS2	Litigation and Arbitration
OS3	Insolvencies of Contractors
OS4	Advice on Contractual Matters
OS5	Management of Standard Documentation
OS6	Lead Consultant
OS7	Road Safety Audit- Stage 1
OS8	Road Safety Audit- Stage 2
OS9	Road Safety Audit- Stage 3
OS10	Road Safety Audit- Stage 4

Work Stage – OS1

ADDITIONAL SERVICES

- a) Prepare any report or documentation required for consideration of proposals for alternative works.
- b) Work consequent upon a decision by the Authority to seek parliamentary powers.
- c) Work done in connection with any application by/to the Authority for any order, sanction, licence, agreement, public enquiry, permit or other consent, approval or authorisation necessary to enable the works to proceed including planning consents or approvals.

Prepare any information necessary for the Authority's negotiations with third parties, including ground landlords, financing bodies, adjoining site owners.

- d) Work in making initial recommendations to the Authority on the economic and financial viability of the Works, or if so required, the Non-Core Scheme.
- e) Provide and present any special presentation including drawings or models requested by the Authority for approval purposes.
- f) Work in considering alternative design(s) for the works submitted by Contractors.
- g) Check and/or advise upon any part of the works not designed by the Service Provider.
- h) Prepare co-ordination drawings including incorporating into such co-ordination drawing details of any engineering services or public health services designed by others.
- i) Negotiate any contract or sub-contract selected other than by competitive tendering.
- j) Monitor by such means as the project engineer shall consider appropriate the performance of Contractors and Sub-Contractors in the development of system design and the production of co-ordination drawings to meet the requirements of any performance specification prepared by the project engineer or others.
- k) Make visits to site in addition to those allowed for elsewhere in the specification.
- l) Carry out work consequent upon any assignment of a contract by the Contractor or upon the failure of the Contractor properly to perform any contract or upon delay by the Authority in fulfilling his/her obligations to

provide timely information and decide on all sketches, drawings, reports, recommendations, tender documents and other matters properly referred to him for the due performance of the works.

- m) Works in support of others employed to provide any of the services specified in OS2.
- n) Specialist technical advice on any aspect of the works which is not within the expertise of the project engineer.
- o) Legal, financial and professional services other than those offered by the project engineer within his competence.
- p) Quantity surveying services other than the preparation and pricing of bills of quantities for the Non Core Scheme.
- q) Model tests or special investigations.
- r) Special inspections or tests advised by the project engineer.
- s) Preparation or assistance in the preparation of an environmental impact assessment in respect of the works.
- t) Carry out modifications to any design, specification, drawing and other documents as required by the Authority either direct or by reason of circumstance which could not reasonably have been foreseen by the consultant.
- u) Advise the Authority of his/her obligations required by the New Road and Street Works Act 1991 to ensure that the obligations of the Authority within the Act relating to highway matters are fully complied with.
- v) Exercise on behalf of the Authority Statutory duties, powers and obligations in relation to highway matters.
- w) General advice on highway matters.

Work Stage – OS2

LITIGATION AND ARBITRATION

Performance Requirements

Generally

The Service Provider shall, as requested by the Authority:-

- prepare and provide proofs of evidence, as directed, by the Authority's Legal Representative.
- attend conferences with solicitors and counsel, acting on behalf of the Authority, to provide advice on contractual and quantity surveying matters,
- attend court and arbitrations to provide testimony on the disputes or differences in question as advised by counsel,
- prepare evidence and appear before other tribunals to act as expert witness as advised by counsel.

Timescale

The Service Provider shall fulfil all his services within the timescale set by the Authority, solicitors or counsel as appropriate.

Quality

Services for arbitration and litigation shall be provided or supervised by, as appropriate, a Partner or a Director of the relevant partnership or company and who shall have a minimum of ten years C.Eng. and M.I.C.E. post-charter experience.

Work Stage - OS3

INSOLVENCIES OF CONTRACTORS

Performance Requirements

On Signs of Insolvency

The following actions shall be taken by the Service Provider;

Liaise with the Project Manager/Supervisor (Engineer) to ensure that all materials paid for are not removed from site;

Prepare valuation to avoid overpayment. Materials on or off site shall be checked to ensure they are as specified and suitable for the works. The Project Manager/Supervisor (Engineer) shall be approached to determine extent of defective work which should be excluded.

On Determination of Insolvent Contractor

The following actions shall be taken by the Service Provider in conjunction with appropriate members of the Design Team:-

Stop the issue of any more certificates and advise the Authority not to issue cheques for any certificates issued.

Ascertain in conjunction with the Director of Corporate Resources/Head of Legal and Admin when the trustee in bankruptcy or liquidator has been appointed and the date of the appointment.

Advise the Authority to issue an order on appropriate General Contractors for securing the site.

Advise the Authority to arrange site security.

Inform the Police.

Arrange insurance in conjunction with the Director of Corporate Resources /Head of Legal and Admin of materials and plant on site, value of works.

Check conditions of the performance bond where appropriate and inform bondsman in conjunction with the Director of Corporate Resources/Head of Legal and Admin.

Inform Statutory Undertakers for maintenance of temporary services.

Initiate the preparation of the necessary financial statement and contractual documents for completion of work.

Prepare reports for the Authority to present to the appropriate spending committee on actions to be taken, or that have been taken, as necessary.

On Completion

When the final account for the completion contract has been agreed, the Service Provider shall prepare a detailed financial statement. The statement will be certified by the Project Manager/Supervisor (Engineer)/Authority and submitted to the trustees in bankruptcy or liquidator.

Work Stage – OS4

ADVICE ON CONTRACTUAL MATTERS DURING THE CONSTRUCTION PERIOD

Performance Requirements

Generally

The Service Provider shall:-

Provide contractual advice, to the Authority and other members of the Design Team as and when requested, or where necessary, especially appertaining to extensions of time, liquidated/ascertained damages, completion dates and insurances.

Attend meetings, as and when required and convened by the Authority or other members of the Design Team, to discuss contractual matters with special reference to extensions of time.

Quality

Such advice as indicated in this work stage shall be provided, by a person or persons with a minimum of five years C.Eng., MICE, post-charter experience.

Work Stage - OS5

MANAGEMENT OF STANDARD DOCUMENTATION

Performance Requirements

Preliminaries

The format of the preliminaries shall generally adhere to CP1 layout and shall describe and inform the tenderers of the following:-

Where appropriate side guidance notes shall be included to assist the Service Provider in the editing process.

Contract Conditions

The conditions of contract shall be incorporated within the preliminaries. The conditions of contract shall include those amendments specifically requested by the Authority and approved by the Director of Corporate Resources/Head of Legal and Admin .

The construction contract conditions shall not be replicated in their entirety but shall comprise:-

Every clause heading (where a clause is inappropriate "Not used" shall be inserted alongside).

Those clauses which are to be amended which shall include all words, phrases or sentences to be deleted and shall give those words, phrases or sentences to be inserted, together with the appropriate line reference or annotation.

All such amendments to the published standard shall be shown in bold italics.

New clauses or sub-clauses to be inserted shall also be given in their entirety and in bold italics.

Timescale

The standard documentation shall at all times and as far as possible, be up-to-date, incorporating all revisions and be available for despatch within three working days of a copy being requested by a particular Design Team.

Quality

The maintaining and updating of standard tender documentation shall be carried out by a person or persons with a minimum of five years C.Eng. and M.I.C.E. post-charter experience.

Work Stage – OS6

LEAD CONSULTANT

Performance Requirements

The Lead Consultant shall at the various stages within the performance of a Non-Core Scheme carry out the following duties:-

Inception

Liaison

Act as liaison consultant between the Authority and all other consultants. Agree with the Design Team the means of communication between the members of the Design Team.

Special Services

Advise, together with the Design Team, on the need for specialist services, the scope of such services and the fee basis thereof, including industrial design, interior design and works to listed buildings.

Design Instructions

Arrange and chair preliminary briefing meetings for the Design Team to discuss initial briefs, timescales, financial constraints, options and other general matters.

Attend briefing meetings to receive initial briefs from the Authority and discuss the Authority's requirements. Agree initial timescale and any financial constraints with the Authority and the Design Team, except when otherwise determined by the Authority. Agree formal communication procedures in accordance with the Authority's policies and procedures. Contribute to the development of briefs.

Secure from the Authority all information relevant to the carrying out of feasibility studies. Provide such information to the Design Team.

Initial Programmes

Prepare, in consultation with other members of the Design Team, initial programmes of all design team activity and obtain approval from the Authority.

Feasibility Studies

Co-ordinate feasibility studies to investigate options in accordance with Design Instructions, including:-

- site investigations

- methods of construction/service provision
- methods of procurement/types and forms of contracts
- financing/cost implications
- timescales

Feasibility

Special/Site Investigations

Advise on the need for special or site investigations including soil reports, mining reports and the like.

Statutory/Regulatory Requirements

Investigate planning constraints and all other relevant statutory/regulatory requirements.

Detailed Programmes

Prepare, maintain and implement in consultation with other members of the Design Team activity and obtain approval from the Authority.

Reports and Presentation Material

Prepare reports on feasibility studies with conclusions and recommendations including details of costs. Co-ordinate the preparation of presentation material and attend meetings with the Council, the Authority and other bodies as required by the Authority. Keep the Design Team informed of decisions and progress.

Approvals

Secure written approvals from the Authority prior to proceeding with outline proposals.

Outline Proposals

Design Instructions

Convene and chair Design Team meetings to review Design Instructions. Advise the Authority in respect of and agree any improvement or amendment to Design Instructions, taking into account any cost implications thereof.

Outline Proposals

Co-ordinate the preparation of outline proposals by the Design Team and specialists where appointed. Guide the development of Design Instructions in

the context of the outline proposals. Prepare cost estimate of preferred solution.

Statutory Requirements

Receive data and draft applications from other members of the Design Team and submit to all appropriate bodies.

Reports

Prepare reports on outline proposals and present to the Authority including approximate costs.

Approvals

Secure written approvals from the Authority prior to proceeding with Non Core Scheme designs.

Contracts

Advise the Authority on the appropriate forms of contracts for any proposed works and obtain approvals.

Scheme Design and Detail Design

Detailed Programmes

Either confirm programmes or prepare, maintain and update revised programmes, following consultation with the other members of the Design Team. Report to the Authority.

Reports

Prepare detailed reports for discussion with the Authority describing design proposals, to include external design and landscape, general internal design, general standard of construction, quality of materials, standards of workmanship and estimates of costs. Co-ordinate any design work done by specialists, specialist contractors, sub-contractors or suppliers.

Special Investigations

Advise the Authority of any special investigations which may need to be carried out by others.

Cost Checks

Co-ordinate cost checks as necessary; advise the Authority of the consequences of any subsequent changes on costs and programmes.

Contracts

Advise the Authority on the appropriate form of invitation to tender for any proposed works and obtain approvals.

Planning

Monitor progress of all planning applications

Approvals

Secure written approvals from the Authority to Non-Core Scheme designs prior to proceeding with detailed designs.

Detailed Design

Co-ordination

Co-ordinate the development of detailed designs. Secure the design team's agreement that no further changes in size, shape, location, specification or costs are necessary.

Programmes

Ensure that detailed designs proceed according to previously agreed programmes or recommend revisions to such programmes in consultation with the Design Team and report to the Authority.

Progress

Call Design Team meetings. Review progress of design having regard to Design Instructions and any Council decisions. Clarify responsibilities, confirm work programmes. Secure cost plans.

Statutory Approvals

Ensure that all requisite statutory approvals have been applied for and pursue to ensure that they are obtained.

Pre-ordering

Advise the Authority on the need to pre-order materials. On receipt of necessary authorisations to proceed place or instruct the appropriate team members to place orders.

Presentations and Reports

Present detailed designs and cost plans to Authority. Secure written approvals from the Authority prior to proceeding with preparation of production information.

Specification and Bills of Quantities

Plans of Works

Convene Design Team meetings. Review progress, Design Instructions and any Authority decisions affecting Non-Core Schemes. In consultation with the Design Team, agree and confirm detailed programmes including the establishment of specific target dates.

Named Sub-Contractors

If the approved forms of contracts include provision for named sub-contracts and the facility has been recommended to the Authority and approved by the Authority, ensure that all necessary tender documentation is prepared for such sub-contracts. Ensure that the necessary information is included in main contract tender documentation.

Monitoring

Monitor and co-ordinate preparation of documentation including drawings, schedules and specifications of materials and workmanship and approval of design and calculations. Co-ordinate information for bills of quantities and/or other relevant tender documents. Maintain programmes.

Cost Checks

Co-ordinate the preparation of pre-tender cost checks and confirm to the Authority that tender documentation complies with Design Instructions.

Pre-tender Action

On receipt of advice from any other member of the Design Team that pre-tender action is necessary, consult the Authority and take relevant action.

Approvals

Secure written approvals from the Authority prior to proceeding with tender action.

Tender Action and Non-Core Scheme Planning

Other Contracts

Advise the Authority of the need for any other contracts. Arrange for any such contracts to be let coincident with their relevance to main contract programmes, following confirmation from the Authority.

Tenderers

Following consultation with the Design Team, advise the Authority as to the suitability of firms to be selected to submit tenders. Ensure that EC procedures are followed when it is appropriate to do so.

Tender Invitations

Co-ordinate the invitation of tenders from approved contractors including letters of invitation and distribution of tender documentation. Agree tender return dates with Authority and advise Design Team.

Tender Reports

Co-ordinate the preparation and submission of tender reports by the Quantity Surveyor and other Design Team members to the Authority on tenders received including the reconciliation of lowest acceptable tenders with budget figures.

Reductions

If the lowest acceptable tenders are higher than approved budget costs, co-ordinate the work of the other members of the Design Team in identifying and evaluating possible savings, preparing or revising drawings, preparing bills of reduction and negotiating revised tenders. Report results to the Authority.

Advice

Advise the Authority on the appointment of contractors and the responsibilities of the Authority, Project Manager/Supervisor (Engineer), Contractors, the Authority and Quantity Surveyors under the terms of the construction contracts.

Contracts

Co-ordinate the preparation of the construction contract and arrange for it to be signed on behalf of the Council and by the Contractor.

Site Staff

Advise the Authority on the requirements for site inspection staff.

Pre-Contract Meetings

Arrange to chair pre-contract meeting with the Design Team Engineer's Representative, the Contractor and any named sub-contractors. Check that all insurances, guarantees and bonds are in place.

Information

Ensure that all necessary information is issued to the Contractor.

Programmes

Agree the construction contract commencement date. Advise Authority and Design Team. Establish the works programme. Circulate to the Design Team.

Operations on Site

Co-ordination

Co-ordinate and monitor the Design Team with regard to the administration of contracts and to on and off site procedures. Report to the Authority.

Site Meetings

Arrange regular site meetings with appropriate consultants, the Contractor and Project Manager/Supervisor (Engineer). Attend technical and sub-contractors' meetings as required.

Variations

Consider recommended variations to works. Ensure that the financial consequences to the cost of any works are fully considered. Either secure the approval of the Authority to the issuing of variation instructions and/or issue variation instructions in accordance with the limitations agreed with the Authority with regard to delegated authority.

Financial Reports

Make regular financial reports to the Authority. Control the expenditure of works.

Interim Certificates

Secure interim certificates in accordance with the construction contract. Forward to the Authority.

Progress and Completion Advice

Co-ordinate information from the Design Team and keep the Authority informed of progress with particular regard to completion dates.

Completions

Contracts

Co-ordinate the administration of the construction contract in regard to the completion of the works, including final inspection.

Commissioning

Co-ordinate the commissioning of services and operational training of the Authority as required.

Handovers

Arrange handover meetings with the Authority, the Contractor, Clerks of Works and relevant members of the Design Team.

Work Stage – OS7

ROAD SAFETY AUDIT-STAGE 1

Performance Requirements

The Service Provider shall:-

- Produce a Road Safety Audit Stage 1 on the outline design in accordance with HD19 and the Sheffield Road Safety Audit Standard.
- Advise on any suggested alterations within the Audit.
- Assist the Authority in production of the Exceptions Report as required

Work Stage – OS8

ROAD SAFETY AUDIT-STAGE 2

Performance Requirements

The Service Provider shall:-

- Produce a Road Safety Audit Stage 2 on the detailed design in accordance with HD19 and the Sheffield Road Safety Audit Standard.
- Advise on any suggested alterations within the Audit.
- Assist the Authority in production of the Exceptions Report as required

Work Stage – OS9

ROAD SAFETY AUDIT-STAGE 3

Performance Requirements

The Service Provider shall:-

- Produce a Road Safety Audit Stage 3 in accordance with HD19 and the Sheffield Road Safety Audit Standard.
- Advise on any suggested alterations within the Audit.
- Assist the Authority in production of the Exceptions Report as required

Work Stage – OS10

ROAD SAFETY AUDIT-STAGE 4

Performance Requirements

The Service Provider shall:-

- Produce a Road Safety Audit Stage 4 in accordance with HD19 and the Sheffield Road Safety Audit Standard.
- Advise on any suggested alterations within the Audit.
- Assist the Authority in production of the Exceptions Report as required

SCHEDULE 7

APPENDIX 5

Form of Design Conditions

DATED



(1) SHEFFIELD CITY COUNCIL

- and -

(2) [NAME OF CONSULTANT]

ENGINEERING AND CONSTRUCTION CONTRACT

- based on -

THE NEC3 PROFESSIONAL SERVICES CONTRACT

[* OPTION A: PRICED CONTRACT WITH ACTIVITY
SCHEDULE

OPTION E: TIME BASED CONTRACT

OPTION G: TERM CONTRACT]

Third Edition June 2005, with amendments June 2006 and
September 2011

- and incorporating -

OPTION Z: ADDITIONAL CONDITIONS OF CONTRACT

* *Delete as appropriate*

THIS MEMORANDUM OF AGREEMENT is made as a deed on ◆
BETWEEN

(1) **SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH ("**Employer**" which term includes its legal successors and permitted assignees); and

(2) [**NAME OF CONSULTANT**] (company number ◆) whose registered office is at ◆
◆ ("**Consultant**" which term includes its legal successors and permitted assignees).

BACKGROUND

(A) The *Employer* and the *Consultant* have entered into an agreement for Highways Maintenance dated ◆
20◆ ("**Project Agreement**").

(B) Pursuant to Schedule 7 Part 4 of the Project Agreement the *Employer* may require the *Consultant* to provide Non Core Scheme Design Services (which for the purpose of this Contract shall have the same meaning ascribed to it in the Project Agreement).

(C) In accordance with Part 4 of Schedule 7 of the Project Agreement the *Employer* has instructed the *Consultant* to undertake the following works:

[Insert, here, a description of the Non-Core Scheme Design Services]; and

(D) The *Consultant* has agreed to carry out and complete the said services on the basis of the agreement contained in this Memorandum.

WITNESSES as follows:

1. The contract for the carrying out and completion of the above services ("this contract") consists of this Memorandum of Agreement incorporating by reference:

1.1 the following provisions of NEC3 Professional Services Contract [*Option A: Priced contract with activity schedule / Option E: Time based contract / Option G: Term Contract] Third edition June 2005 (with amendments June 2006) ("**NEC3 Professional Services Contract**")

1.2.1 Core clauses 1-9 inclusive;

1.2.2 Dispute resolution Option W2; and

1.2.3 Secondary Option clauses [*specify* – X1, X5, X7, X8, X11, X18, Y(UK)2, Y(UK)3]

all as amended by the *Additional conditions of contract* set out in schedule 1 ("**Option Z**");

1.2 the Contract Data set out in schedule 2;

1.3 the Scope set out in schedule 3; and

1.4 the Project Agreement.

2. Unless it is expressly stated otherwise, terms that are defined and/or identified in those provisions of NEC3 Option [*A / E / G] which are incorporated into this contract will apply to this contract.

3. The *Consultant* will Provide the services in accordance with this contract.

[*Delete as appropriate]

4. The *Employer* will pay to the *Consultant* the amount due and carry out his duties in accordance with this contract.

SCHEDULE 1

OPTION Z: *ADDITIONAL CONDITIONS OF CONTRACT*

Z1 General

Z11 Identified and defined terms

In Clause 11.2(5), after "the applicable law", **insert** "or the other requirements of this contract".

Insert new Clauses 11.2(26) to 11.2(31):

"11.2(26) CDM Regulations is the Construction (Design and Management) Regulations 2007 and any modification or replacement of the same together with the guidance set out in the most recently published Approved Code of Practice thereto.

11.2(27) [Funder is any person or bank (acting for himself and, where such person leads for a syndicate of persons, as agent and trustee for such other persons) who has entered into or intends to enter into an agreement or agreements for the provision of finance towards the services.]

11.2(28) Licence is any permit, consent, approval, authorisation, agreement, order, permission, certificate, waiver or licence which must be obtained from any person (including both private persons and public sector entities) in order to lawfully carry out and complete the Works and for any goods to be transported, imported or exported.

11.2(29) Price is the [*price for the Services set out in the Scope / determined in accordance with the Hourly Rates (as set out in Appendix 2 of schedule 7 of the Project Agreement)] as amended pursuant to clause X1.

[*delete as applicable]

11.2(30) Project is [*insert short description of the construction project*].

11.2(31) Standards are standards and codes of practice published from time to time by the International Organization for Standardization or other international standards and codes of practice, including those published by the British Standards Institution.

11.2(32) Services are the design of the Project.

Z12 Interpretation and the law

Insert new Clauses 12.5, 12.6 and 12.7:

"12.5 If any term, condition or provision of this contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this contract.

12.6 Failure by a Party any time to enforce any provision of this contract or to require performance by the other Party of any of the provisions of this contract is not construed as a waiver of any such provision and does not affect the validity of this contract or any part of this contract or create any estoppel or in any other way affect the right of such Party to enforce any provision in accordance with its terms.

12.7 This contract incorporates certain provisions of the Project Agreement, which shall apply as set out in this contract. However, any breach of any of the obligations imposed by this contract will not constitute a breach of the Project Agreement."

Z13 Communications

In Clause 13.1, before the full stop at the end of the first sentence, **insert** "(including email and web based collaboration tools)" and, at the end of the clause, **insert** a new sentence: "Communications relating to termination of the *Consultant's* obligation to Provide the Services or a dispute are not given by email."

Z16 Ambiguities and inconsistencies

In Clause 16.1, **delete** the first word "The" and **replace** it with:

"Where there is any inconsistency between any provision of **NEC3 Option [*A / E / G]**, on the one hand, and any other part of this contract, on the other hand, the documents and provisions which form part of this contract will rank in the order of priority set out in clause 1 of the Memorandum of Agreement and shall not be treated as an ambiguity to which this Clause applies. Subject as aforesaid, the".

[*Delete as applicable]

Z17 Illegal and impossible requirements

Insert a new Clause 17.2:

"If any term, condition or provision contained in this contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality or enforceability of the remaining parts of this contract."

Z18 Prevention

In Clause 18.1, **delete** the words "and which", in the fourth line, and both the third and fourth bullet points.

Z2 The Parties' main responsibilities

Z21 The Consultant's obligations

Clause 21.1 - **Delete** and **replace** with:

"The *Consultant* Provides the Services:

- in accordance with this contract;
- in accordance with the Scope;
- in compliance with all laws and Licences; and,

using the standard of skill, care and diligence referred to in Clause 21.2,:

- in accordance with Standards;
- such that there is only specified or approved for use materials which are:
 - not known to be deleterious when used in the manner in which they are to be used (either to health and safety or to the durability of the *Works*);
 - not in contravention of any relevant or standard code of practice issued from time to time by the BSI Group or under a European directive relating to standards or good building practice; and
 - in accordance with the guidelines contained in the edition of the publication *Good Practice in Selection of Construction Materials* (Ove Arup & Partners), current at the date of specification or use; and
- [such that the Project is designed so as not to exceed the Project Budget.]

Clause 21.2 - **Delete** and **replace** with:

"The *Consultant's* obligation in respect of the performance of the *services* is to use the standard of skill, care and diligence to carry out and complete the *services* to be reasonably expected from a properly qualified professional consultant experienced in providing services similar in size, scope and complexity to the *services* and for projects similar in size, scope and complexity to the Project."

Insert new Clauses 21.4 to 21.5:

"21.4 The *Consultant* is [the CDM Co-ordinator and] a designer for the purposes of the Construction (Design and Management) Regulations 2007.

21.5 If the *Consultant* wishes to change any particulars of its design which have previously been submitted, the *Consultant* makes a new submission identifying the change.

Z23 Employer and Others

Insert new Clause 23.4:

"Clause 23.3 shall apply if the *Employer* incurs or suffers any loss or expense in the same manner as if it incurs any additional cost."

Z24 Subcontracting

Clause 24.2 - In the third line, after "Provide the Services" **insert** "or that the proposed Subconsultant is not named within any relevant list of Subconsultants specified within the Scope".

Clause 24.3:

In the first bullet point, after "an NEC contract", **insert** "on equivalent terms to this contract".

In the second bullet point, after "has agreed", **insert** "in writing".

In the second bullet point, before the full stop at the end, **insert** "in respect of the subcontract in question".

In the fourth bullet point, **delete** the full stop and **replace** it with "or".

After the fourth bullet point, **insert** new bullet points as follows:

- "• they do not contain provisions imposing on the Subconsultant obligations necessary in order for the *Consultant* to comply with provisions of this contract or
- they do not require the *Consultant* to assign the benefit of the subcontract to the *Employer* or Others or to permit the *Employer* or Others to assume the *Consultant's* role of *Employer* under the subcontract in case of termination of this contract."

Z25 Other responsibilities

Insert, new Clauses 25.5 to 25.10:

"25.5 The *Consultant* cooperates with Others To Provide the Services and in complying with its other obligations under this contract so as not to cause the *Employer* or Others delay, loss or expense or additional costs.

25.6 In relation to Licences which it is the *Employer's* responsibility to obtain, the *Consultant* (without taking the risk that such Licences are not obtained, save to the extent that this is caused by the *Consultant's* failure to provide support required by this contract:

- provides such other support as the *Employer* reasonably requires, not entailing actual additional cost to the *Consultant* (or if entailing such cost, provided the same is reimbursed by the *Employer*).

The *Consultant* ensures that the *services* comply with all Licences and laws. The *Consultant's* duty to Provide the Services includes providing all work necessary to satisfy the requirements of any agreement entered into by the *Employer* and/or the *Consultant* with Others pursuant to the requirements of a Licence.

25.7 Without limiting Clause 25.6, if and to the extent that the requirements of any Licence:

- have not been disclosed to the *Consultant*; or, otherwise,
- are not requirements which the *Consultant*, acting reasonably, ought to have been aware of or anticipated

at the Contract Date, then the *Consultant's* compliance with such requirements, pursuant to Clause 25.6, is a compensation event.

- 25.8 The *Consultant* is not liable to the *Employer* for a matter unless it is notified to the *Consultant* before the *end of liability date*. Notwithstanding when the cause of action accrues, the *Consultant* remains liable to the *Employer* until the *end of liability date*, and any shorter statutory limitation period shall not apply.
- 25.9 No inspection, test, review, consent, notice, permission, payment, certificate or other approval made or given by or on behalf of the *Employer* under this contract, or any failure to make or give the same, relieves the *Consultant* in whole or in part of any of his obligations or liabilities under this contract, whether by way of contribution or otherwise.
- 25.10 The duties and obligations of the *Consultant* under or pursuant to this contract shall not be released, diminished or in any other way affected by any independent enquiry into any relevant matter which is made or carried out by the *Employer* or by any firm, company or party on behalf of the *Employer* nor by any action or omission of any such firm, company or party whether or not such action or omission gives rise to an independent liability of such firm, company or party to the *Employer*.

Z26 Assignment and Novation

Clause 26 - Insert a new clause as follows:

"26 Assignment and Novation

- 26.1 The *Consultant* does not assign this contract or any part thereof or any benefit or interest therein or thereunder without the prior written consent of the *Employer*. The *Employer* may assign this contract or any part thereof or any benefit or interest therein or thereunder.
- 26.2 The *Consultant* executes and delivers to the *Employer* a deed of novation in the form set out in Appendix 2 (as the *Employer* directs) novating this contract to a design and build contractor as the new employer within fourteen days of the *Employer's* request.
- 26.3 Delivery of such executed deed or deeds of novation by the periods required in this Clause 26 is a material obligation of the *Consultant*.
- 26.4 Without prejudice to Clause 26.3, if the *Consultant* does not execute and deliver such deed or deeds of novation to the *Employer* within such time period then no further payment is due to the *Consultant* until the *Consultant* has executed and delivered such deed or deeds of novation to the *Employer*."

Z3 Time

Z30 Starting, Completion and Key Dates

Insert new Clause 30.1A:

"Using the standard of skill, care and diligence referred to in Clause 21.2, the *Consultant* Provides the Services in accordance with the Accepted Programme or otherwise by the periods stated in this contract or, where no period is stated, promptly and in good time so as not to delay or disrupt the progress of the Project, but this does not excuse a failure to achieve a Key Date."

Clause 30.2 - At the end of the clause, before the full stop, **insert** "of Completion".

Z31 The programme

Clause 31.2 - In line 16, after the words "the procedures set out in this contract" and before the comma, **insert** " and the Scope".

Clause 31.3:

In the second bullet point, after the words "it does not show the information which this contract" **insert** "and/or the Scope".

Delete the word "or" at the end of the third bullet point and **replace** with a comma.

Delete the full stop at the end of the fourth bullet point and **replace** with " or".

Insert a new fifth bullet point: "it does not allow the *Employer* and Others to start, carry out and complete their activities as they intended.

Z34 Acceleration

Clause 34.1 - In the fourth line, after the word "Prices", **insert** "(unless the acceleration is required to recover delay beyond the Completion Date not resulting from a compensation event, in which event the Prices are not adjusted)".

Clause 34.2 - **Delete** the words "or gives his reasons for not doing so".

Insert new Clause 34.4:

"If the *Employer* does not accept the *Consultant's* quotation, the *Employer* notifies the *Consultant* of its grounds for refusing acceptance of the quotation and any other comments on the quotation, and may require the *Consultant* to accelerate so as to achieve Completion before the Completion Date and/or change a Key Date notwithstanding that the *Consultant's* quotation is not accepted. The changes to the Prices are assessed in accordance with the provisions in Clauses 63 and 64 save that no time limits provided for in those clauses apply."

Z5 Payment

Z50 Assessing the amount due

In Clause 50.1, in the first sentence, **delete** "at each assessment date" and insert "to the Employer for the amount due within five working days of the start of the month after the assessment date."

Clause 50.3 - **Delete** the words in the second bullet point.

Insert a new Clause 50.4:

"Any invoice submitted by the *Consultant* shall be accompanied by all substantiation necessary or reasonably required by the *Employer* to show how the amount due has been assessed."

Z51 Payment

In Clause 51.1, delete the first sentence and insert "Each certified payment is made by the Employer by the end of the month in which the invoice was submitted."

In Clause 51.5, **delete** "and is compounded annually" and **insert** a new sentence at the end of the clause as follows:

"The Parties agree that this is a substantial remedy for late payment of any sum payable under this contract in accordance with the provisions of section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998."

Insert new Clauses 51.6 and 51.7:

51.6 The due date, the final date and the period in which payments are made, for each payment is stated in Option Y(UK)2 which shall take precedence over any inconsistent dates or time periods specified in Clause 51.

51.7 Payment is subject to the provisions of Clause 26.4."

Insert new Clause 55:

"55 No deemed approval

The issue of any payment certificate or the payment of any amount by the *Employer* to the *Consultant* does not constitute or imply or be evidence of the *Employer's* approval or acceptance of any design incorporated or to be incorporated into the Works or relieve the *Consultant* of any of his obligations under this contract."

"Z56 Audit access

Clause 56 – **Insert** a new clause as follows:

The Consultant shall comply with the obligations and requirements placed on him in relation to general records and open book keeping as set out in Clause 104 of the Project Agreement as if the same had been repeated in this contract mutatis mutandis."

Z6 Compensation Events

Z60 Compensation events

Clause 60.1(10) - After the words "A breach of contract", **insert** "or other act of prevention".

Clause 60.1(11) - **Delete** and **replace** with:

"60.1(11) The *Consultant* complies with the requirements of any Licence which requirements:

- have not been disclosed to the *Consultant*; or, otherwise,
- are not requirements which the *Consultant*, acting reasonably, ought to have been aware of or anticipated at the Contract Date."

Clause 60.1(12) - After the first words "The *Consultant*" insert "on the written instruction of the *Employer*".

Clause 60.3 – **Insert** a new clause as follows:

"Notwithstanding any other provision in this contract the *Consultant* shall not in any event be entitled to a change to the Prices, the Key Dates or the Completion Date to the extent that any increase to the Prices and/or any delay to a Key Date and/or the Completion Date is due to any breach of this contract by the *Consultant* or any negligence or default of the *Consultant*, a Subconsultant or their respective servants or agents".

Z61 Notifying compensation events

Clause 61.1 - After the words "the instruction or changing the earlier decision" **insert** "and the *Consultant* immediately begins to comply with this instruction".

Clause 61.3 - In the last paragraph, after "within eight weeks of becoming aware of the event" **insert** "or of becoming aware of the expectation of the occurrence of the event, whichever is earlier".

Clause 61.4 - **Delete** the last sentence of the final paragraph.

Z62 Quotations for compensation events

Clause 62.6 - **Delete** the last sentence of this clause and **replace** with "The *Employer* is not deemed by virtue of any failure to reply to the notification to have accepted the *Consultant's* quotation."

Z63 Assessing compensation events

Clause 63.1A - **Insert** a new clause 63.1A:

"Any change to the Prices, the Completion Date or any Key Date is reduced by the extent to which the *Consultant* contributed to the effect of the compensation event."

Clause 63.8 - **Delete** and **replace** with:

"63.8 The *Employer* uses the changes to the Prices and the Completion Date and the Key Dates from the quotation which he has accepted or from his own assessment in the notification implementing a compensation event."

Clause 63.19 – **Insert** a new clause 63.19:

"63.19 If the effect of a compensation event is to reduce the Scope, then the *Employer* may alter the completion date for a *section* or a Key Date to an earlier date which is the date by which the *Consultant*, acting in accordance with this contract, can complete such *section* or meet such Key Date (allowing for the reduction in the Scope), in each case without the need for acceleration of the remaining items in the Scope."

Z64 The *Employer's* Assessment

Clause 64.4 - **Delete** the last sentence and **replace** it with "The *Employer* is not deemed by virtue of any failure to reply to the notification to have accepted the *Consultant's* quotation."

Z65 Implementing compensation events

Clause 65.1 - **Delete** the comma at the end of the first bullet point and **replace** with the word "or". In the second bullet point, **delete** the word "or" and **replace** with a full stop. **Delete** the third bullet point.

Z7 Title

Z70 The Parties' use of material

Clause 70 - **Delete** and **replace** with:

- "70.1 The *Consultant* grants to the *Employer* an irrevocable, royalty-free and non-exclusive licence to copy and use material provided by the *Consultant* and to reproduce the designs and works contained in them for all purposes relating to or connected with the services or the Works, the Site or in the property comprising the Works including (but without limitation) the execution, completion, mortgaging, letting, management, sale, advertisement, extension, alteration, maintenance, reinstatement and repair thereof. The licence will carry the right to grant sub-licences and be freely transferable to third parties. The *Consultant* will not be liable for any use made by the *Employer*, his successors, assigns or sub-licensees of the material provided by the *Consultant* for any purpose other than those for which they were produced and provided by the *Consultant*.
- 70.2 Insofar as ownership of any copyright in any material provided by the *Consultant* is vested in any person other than the *Consultant* (including, without limitation, any Subconsultant), the *Consultant* will procure, for the *Employer*, the benefit of such a licence as is referred to in Clause 70.1 for the purposes referred to in that Clause. The *Consultant* will, if so requested at any time, execute such documents and/or perform such acts as may be required fully and effectively to assure to the *Employer* and/or any third party the rights referred to in this Clause.
- 70.3 The *Consultant* warrants to the *Employer* that the use by the *Employer* of any of the material provided by the *Consultant* for any purpose provided for in Clause 70.1 will not infringe the intellectual property rights of any third party.
- 70.4 If the employment of the *Consultant* under this contract is terminated the *Consultant* hereby agrees that the licence in respect of the material provided by the *Consultant* granted pursuant to this Clause 70 shall continue in all respects, and shall not be affected by such termination.
- 70.5 The *Consultant* warrants to the *Employer* and undertakes to procure that his Subconsultants shall waive any rights the *Consultant* and the Subconsultants may have pursuant to Section 80 of the Copyright, Designs and Patents Act 1988."

Z71 Publicity

Clause 71 - **Delete** and **replace** with:

The Employer and the Consultant shall comply with the provisions of clause 89 of the Project Agreement as if the same had been set out mutatis mutandis in this contract.

Insert new clause 72 as follows:

Corrupt gifts and payment of commissions

The Consultant shall comply with the provisions of clause 65.2 of the Project Agreement as if the same had been set out mutatis mutandis in this contract.

Z8 Risks and insurance

Z81 Insurance Cover

Clause 81 - In the second row of the Insurance Table, **delete** "skill and care normally used by professionals providing services similar to the *services*" and **replace** with "skill, care and diligence required by this contract".

Z82 Limitation of liability

Clause 82 - **Delete** and **replace** with "Not used".

Z9 Termination

Z90 Termination

Clause 90.2 - **Insert** after "the *Employer* has not paid an amount":

"equal to or greater than £□ ,000 (□ thousand pounds)".

Clause 90.3 - In the first bullet point, **delete** "*services*" and **replace** with "*Consultant to Provide the Services*".

Z91 Procedure on termination

Clause 91.1 - In the last paragraph, **delete** the words "After the final payment has been made,".

Clause 91.2 - **Insert** new additional clause:

"91.2 The *Consultant* shall co-operate with the *Employer*, the Subconsultants, Others and any replacement consultant(s) engaged to carry out all or part of the *services* in order to facilitate, as far as possible, an uninterrupted transition to the replacement consultant(s) of the duties and obligations which had been assumed by the *Consultant* under this contract prior to termination."

Z92 Payment on termination

Clause 92.1 - In the second bullet point, after "committed" **delete** the full stop and **insert**:

", save where the *Employer* terminates because of:

- an event specified in Clause 90.1 occurring to the *Consultant*; or
- the substantial failure of the *Consultant* to comply with his obligations; and"

Clause 92.1 - **Insert** a new third bullet point:

- a fair and reasonable proportion of the Prices commensurate with any partially complete activities as at the date of termination."

Clause 92.2 - In the last line, after "*services*" and before the full stop and **insert**:

"together with the amount of any loss or expense or additional cost incurred or suffered by the *Employer* and arising out of the termination or the event entitling the *Employer* to terminate"

Option Dispute resolution procedure (used in the United Kingdom when the Housing
W2 Grants, Construction and Regeneration Act 1996 applies)

Z W2.4 Review by the *tribunal*

Clause W2.4(1) - **Delete** Clause W2.4(1) and **insert** "Not used".

Clause W2.4(4) - **Delete** Clause W2.4(4) and **insert** "Not used".

SECONDARY OPTION CLAUSES

Options incorporated - Delete, as appropriate* The Secondary Option clauses incorporated into the Contract are those marked below and listed in Clause 1 of the Memorandum, as amended as follows:

Yes	Option X1	Price adjustment for inflation
No	Option X2	Changes in the law
No	Option X3	Multiple Currencies
No	Option X4	Parent Company guarantee
Yes/No	Option X5	Sectional Completion
No	Option X6	Bonus for early Completion
Yes/No	Option X7	Delay damages
Yes/No	Option X8	Collateral warranty agreements
No	Option X9	Transfer of rights
Yes/No	Option X10	Employer's Agent
Yes/No	Option X11	Termination by the Employer
No	Option X12	Partnering
No	Option X13	Performance bond
Yes/No	Option X18	Limitation of liability
No	Option X20	Key performance Indicators (not used with Option X12)
Yes	Option Y(UK)2	The Housing Grants, Construction and Regeneration Act 1996
Yes	Option Y(UK)3	The Contracts (Rights of Third Parties) Act 1999

[* Where Yes/No is indicated, the parties are to select the appropriate option and delete as appropriate prior to the execution of the contract, and if yes is selected, the clause shall be as set out below.]

Option Price adjustment for inflation

X1

Option Z X11 – **Delete "for inflation"** in the heading.

Option X1 – **Delete** and replace with:

" X1.1 The Service Provider shall be entitled to include within the Price the cost for those services set out in paragraph 4.6.3(p) of Schedule 7 of the Project Agreement pursuant to the procedure set out in paragraph 4.6.5 of Schedule 7 of the Project Agreement.

Option Termination by the Employer

X11

Option Z.X11 - After "**Termination**" in the heading **insert "and suspension"**.

Option X11.2 - **Delete** and **replace** with:

" X11.2 Suspension

X11.2(1) The *Employer* may at any time after commencement of the *services* by 21 days' notice in writing to the *Consultant* require the *Consultant* to suspend Provision of the *Services* either in whole or in part. If the *Employer* shall not have required the *Consultant* to resume Provisions of the *Services* or the relevant part within a period of [three] months from the date of such notice then either party may thereafter by notice in writing forthwith terminate the *Consultant's* obligation to Provide the *Services* in relation to the *services* so suspended.

X11.2(2) In any case in which the *Employer* has required the *Consultant* to suspend Provision of the *Services* the *Employer* may at any time within a period of [three] months from the date of such notice require the *Consultant* in writing to resume the Provision of the *Services* or part or parts thereof. In such event the *Consultant* shall as soon as reasonably practicable resume the Provision of the *Services* or the relevant part and any payment made under Option X11.2(4) shall rank as payment on account towards the payments to be made to the *Consultant* under this contract.

X11.2(3) Upon any suspension of the Provision of the *Services* the *Consultant* immediately takes steps to bring to an end the Provision of the *Services* (or the relevant part in the case of a suspension of part of the Provision of the *Services*) in an orderly manner but with all reasonable speed and economy and gives to the *Employer* information resulting from work carried out to date and information the *Consultant* has obtained which he has a responsibility to provide under this

contract in relation to either the whole of the *services* or the relevant part thereof as has been suspended.

X11.2(4) A payment is made as soon as possible after suspension. The amount due on suspension includes an amount due assessed

- as for normal payments in respect of either the whole of the *services* or the relevant part thereof as has been suspended; and
- a fair and reasonable proportion of the Prices commensurate with any partially complete activities, as at the date of suspension, within either the whole of the *services* or the relevant part thereof as has been suspended."

Option X18 Limitation of Liability

Clause Z.X18

In Clauses X18.1 and 18.2, **delete** "is limited to the amount set out in the Contract Data" and **replace** with "is limited to the price for the Non-Core Scheme Construction Services (as the same is defined in paragraph 4.6.2 of Schedule 7 of the Project Agreement) multiplied by two (2) or £1,000,000.00 (whichever shall be the higher)"

In Clause X18.3 - In the last line, after "*end of liability date*" and before the full stop **insert**:

"which shall be three years from completion of the services"

Option The Housing Grants, Construction and Regeneration Act 1996

Y(UK)2

Z Y2.2 Dates for Payment

Clause Y2.2 - After "the date of" **insert** "receipt of".

SCHEDULE 2

THE CONTRACT DATA

CONTRACT DATA

Part one – Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

1 General The *conditions of contract* are the core clauses and the clauses for main Option, dispute resolution Option and secondary Options of the NEC3 Professional Services Contract (June 2005).

The *Employer* is

Name

Address

.....

The *Adjudicator* is

Name

Address

.....

The *services* are

.....

.....

The *Scope* is in

.....

.....

The *language of this contract* is

The *law of the contract* is the law of

The *period for reply* is weeks.

The *period for retention* is years following Completion or earlier termination.

The *Adjudicator nominating body* is

The *tribunal* is

The following matters will be included in the Risk Register

.....

.....

death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract in respect of each claim, without limit to the number of claims
---	--	-------

The *Employer* provides the following insurances

.....
.....
.....

Optional statements

If the *Employer* has decided the *completion date* for the whole of the *services*

The *completion date* for the whole of the *services* is

If no programme is identified in part two of the Contract Data

The *Consultant* is to submit a first programme for acceptance within weeks of the Contract Date.

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
1
2
3

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

The period for payment is

If the *Employer* states any *expenses*

The *expenses* stated by the *Employer* are

item	amount
.....
.....
.....

If the *Consultant* is to provide additional insurances

The *Consultant* provides these additional insurances

1. Insurance against

Cover is.....

Period of cover.....

Deductibles are.....

2. Insurance against

Cover is.....

Period of cover.....

Deductibles are.....

If the *tribunal* is arbitration

The *arbitration procedure* is

The place where arbitration is to be held is

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 an arbitrator is

.....

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

The main contract Adjudicator is

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than weeks.

If Option C, E or G is used

The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than weeks.

The *exchange rates* are those published in on (date).

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

<i>share range</i>	<i>Consultant's share percentage</i>
less than	%
from % to	%
from % to	%
greater than.....	%

If Option X1 is used

The *index* is

If Option X2 is used

The *law of the project* is
.....
.....

If Option X3 is used

The *Employer* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
1
2
3

The *exchange rates* are those published in
on (date).

If Option X5 is used

The *completion date* for each *section* of the *services* is

<i>section</i> description	<i>completion date</i>
1
2
3
4
5

If Options X5 and X6 are used together

The bonus for each *section* of the *services* are

<i>section</i> description	amount per day
1
2
3
4
5

Remainder of the *services*

If Options X5 and X7 are used together

Delay damages for each *section* of the *services* are

<i>section</i> description	amount per day
1
2
3
4
5

Remainder of the *services*

If Option X6 is used (but not if Option X5 is also used)

The bonus for the whole of the *services* is per day.

If Option X7 is used (whether or not Option X5 is also used; used only with main Options A, C and E)

Delay damages for Completion of the whole of the *services* are per day.

If Option X8 is used

The *collateral warranty agreements* are

agreement reference

third party

.....
.....
.....
.....

If Option X10 is used

The *Employer's Agent* is

Name

Address

.....
.....

The authority of the *Employer's Agent* is

.....

If Option X12 is used

The *Client* is

Name

Address

.....

The *Client's objective* is

.....
.....
.....
.....
.....
.....

The Partnering Information is in

.....
.....
.....
.....
.....

If Option X13 is used

The amount of the performance bond is

If Option X20 is used (but not if Option X12 is also used)

The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of months.

If Option Y(UK)3 is used

term	person or organisation
.....
.....
.....
.....

If Option Z is used

The *additional conditions of contract* are
.....

SCHEDULE 3

THE SCOPE

In this schedule of the Scope, references to clauses are to the *conditions of contract* referred to in this agreement (and a reference to a numbered clause which is preceded by the letter Z is to that numbered clause as amended by Option Z: *Additional conditions of contract*).

Outline Scope – to include as appropriate:

1. Background

2. Project Definition

2.1. Project Objectives

2.2. Scope of Services Required

2.3. Outline Project Deliverables

2.4. Interfaces – for which the following drafting may be relevant:

Z23 Working with the *Employer* and Others

23.4 Subject to Clause 23.5, the *Consultant* shall have such authority to act on behalf of the *Employer* as is necessary for the proper Provision of the Services.

23.5 The *Consultant* shall not have authority to act on behalf of the *Employer*, without the prior written approval of the *Employer*, in relation to any variation of the agreed design or specification of any work, materials and/or goods or the quality or quantity of the same as shown or described in the building contract for the Works or any document forming part thereof. Anything which requires the prior written approval of the *Employer* shall be notified to the *Employer* within one working day of the *Consultant* becoming aware of the same.

Z25 Other responsibilities

The *Consultant* warrants and undertakes to the *Employer* that:

- he has performed and fulfilled and will continue to perform and fulfil the duties imposed on him by the CDM Regulations;
- he is competent to perform all duties imposed on him by the CDM Regulations;
- he has allocated and will continue to allocate both sufficient time and adequate resources to ensure that he performs and fulfils his duties under the CDM Regulations properly; and
- he has advised and supported and will continue to advise and provide support to the *Employer* to assist the *Employer* in performing the duties imposed by the CDM Regulations.

The *Consultant* shall act as the principal design consultant and shall liaise with and co-ordinate the design services to be provided by Others in respect of the Works and use its best endeavours to procure that Others produce the information required from them under the terms of their respective agreements with the *Employer* in order that the Works can be progressed according to the Works Programme applicable thereto.

If the design of any part or parts of the Works to which the services relate is carried out by Others then the Consultant shall be responsible for co-ordinating and commenting upon any design carried out by any such Others.

2.5. Communications

3. Information

4. The Programme

4.1. Programme Constraints

4.2. Order and Timing of the Work of the Employer and Others

4.3. Other Information to be shown on a programme submitted for acceptance

5. Information to be provided by the Consultant with each Invoice

6. Process Requirements of Project

7. Meetings

Plus checklist of references to Scope in contract

SCHEDULE 7
APPENDIX 6
Form of Works Conditions

DATED



(1) SHEFFIELD CITY COUNCIL

- and -

(2) [NAME OF CONTRACTOR]

ENGINEERING AND CONSTRUCTION CONTRACT

- based on -

**THE NEC3 ENGINEERING AND CONSTRUCTION
CONTRACT**

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

**Third Edition June 2005, with amendments June 2006 and
September 2011**

- and incorporating -

OPTION Z: ADDITIONAL CONDITIONS OF CONTRACT

THIS MEMORANDUM OF AGREEMENT is made as a deed on

◆

BETWEEN

- (1) **SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield S1 2HH ("**Employer**" which term includes its legal successors and permitted assignees); and
- (2) [**NAME OF CONTRACTOR**] (company number ◆) whose registered office is at
◆ ("**Contractor**" which term includes its legal successors and permitted assignees).

BACKGROUND

- (A) The *Employer* and the *Contractor* have entered into an agreement for Highways Maintenance dated
◆ 20◆ ("**Project Agreement**").
- (B) Pursuant to Schedule 7 Part 5 of the Project Agreement the *Employer* may require *the Contractor* to provide Non Core Scheme Construction Services (which for the purpose of this Contract shall have the same meaning ascribed to it in the Project Agreement).
- (C) In accordance with Part 5 of Schedule 7 of the Project Agreement the *Employer* has instructed the *Contractor* to undertake the following works:

[Insert, here, a description of the works and location: eg. the design and construction of ◆ at
◆ , forming part of ◆ and including ancillary works relating to ◆]; and
- (D) The *Contractor* has agreed to carry out and complete the said works on the basis of the agreement contained in this Memorandum.

WITNESSES as follows:

1. The contract for the carrying out and completion of the above works ("this contract") consists of this Memorandum of Agreement incorporating by reference:
 - 1.1 the following provisions of NEC3 Engineering and Construction Contract Option A: Priced contract with activity schedule, Third edition June 2005 (with amendments June 2006) ("**NEC3 Option A**")
 - 1.2.1 Core clauses 1-9 inclusive;
 - 1.2.2 Dispute resolution Option W2; and
 - 1.2.3 Secondary Option clauses [*specify* - X5, X7, X14, X15, X16, X18, Z.X21, Y(UK)2, Y(UK)3]

all as amended by the *Additional conditions of contract* set out in schedule 1 ("**Option Z**");
 - 1.2 the Contract Data set out in schedule 2;
 - 1.3 the Works Information set out in schedule 3; and
 - 1.4 the Project Agreement.
2. Unless it is expressly stated otherwise, terms that are defined and/or identified in those provisions of NEC3 Option A which are incorporated into this contract will apply to this contract.
3. The *Contractor* will provide the Works in accordance with this contract.

4. The *Employer* will pay to the *Contractor* the amount due and carry out his duties in accordance with this contract.

SCHEDULE 1

OPTION Z: *ADDITIONAL CONDITIONS OF CONTRACT*

The clauses in this schedule are numbered so as correspond with the equivalent clauses of NEC3 Option A. The clauses below amend and supplement the equivalent clauses of NEC3 Option A:

CORE CLAUSES

Z1 General

Z11 Identified and defined terms

In Clause 11.2(5), second bullet point, **delete** "which the *Project Manager* has accepted" and **replace** with "or the other requirements of this contract".

Insert new Clauses 11.2(31) to 11.2(47):

"11.2(31) Affiliate means, in respect of the *Contractor*, a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of the *Contractor*."

11.2(32) All Risks are any physical loss or damage to the *works*, the Equipment, Plant and Materials which loss or damage includes the reasonable cost of the removal and disposal of debris and of any shoring and propping of the *works* which results from such physical loss or damage and any additional costs in completing the incomplete *works* but excluding the cost necessary to repair, replace or rectify

1. property which is defective due to:
 - wear and tear;
 - obsolescence;
 - deterioration, rust or mildew; and
2. any part of the *works* executed or any Equipment, Plant and Materials lost or damaged as a result of its own defect in design, plan, specification, material or workmanship or any other part of the *works* executed which is lost or damaged in consequence thereof where such part of the *works* relied for its support or stability on the part of the *works* which was defective.

11.2(33) CDM Regulations is the Construction (Design and Management) Regulations 2007 and any modification or replacement of the same together with the guidance set out in the most recently published Approved Code of Practice thereto.

11.2(34) The expression "contract" is defined in the Memorandum of Agreement.

11.2(35) Contractor's Documents are all drawings, plans, designs, diagrams, details and specifications of materials, goods and workmanship, technical data, models, CAD materials, bills of quantities, reports, calculations and other related documents and recorded information, of any nature whatsoever, which have been or will be written, prepared and/or produced by or on behalf of the *Contractor* in connection with the design and/or construction of the *works*.

- 11.2(36) Employer Data means all data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any media (including, without limitation, electronic, magnetic, optical and tangible media) and which are supplied to the *Contractor* by or on behalf of the *Employer*.
- 11.2(37) Financial Records means information, documents, records and the like, in the possession of or available to the *Contractor* and/or Related Persons, in each case relating to the *works* and including information, documents and records of the cost of Providing the Works and/or the Price for Work Done to Date, kept in accordance with UK Generally Accepted Accounting Principles and showing in detail the *Contractor's*:
- 11.2(38) Good Building Practice is all BSI Group and other appropriate standards and codes of practice and proven up-to-date practices that are in force at the Contract Date applicable to the UK construction industry and relevant to the *works*.
- 11.2(39) Funder is any person or bank (acting for himself and, where such person leads for a syndicate of persons, as agent and trustee for such other persons) who has entered into or intends to enter into an agreement or agreements for the provision of finance towards the *works*.
- 11.2(40) Intellectual Property Rights are copyright, moral rights, related rights, patents, trade marks, trade names, service marks, design rights, database rights, semiconductor topography rights and any undisclosed or confidential information such as know how, trade secrets or inventions (whether patentable or not).
- 11.2(41) Licence is any permit, consent, approval, authorisation, agreement, order, permission, certificate, waiver or licence which must be obtained from any person (including both private persons and public sector entities) in order to lawfully Provide the Works and for any goods to be transported, imported or exported.
- 11.2(42) Purchaser is any person having or acquiring a freehold or (for a capital consideration) leasehold interest in the Site or in the property comprising the *works* or in any part or parts thereof.
- 11.2(43) Related Person means, in respect of the *Contractor*:
- an Affiliate; and/or
 - a Subcontractor.

Z12 Interpretation and the law

Clauses 12.5, 12.6 and 12.7 - **Insert** new clauses as follows:

- "12.5 If any term, condition or provision of this contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this contract.
- 12.6 Failure by a Party any time to enforce any provision of this contract or to require performance by the other Party of any of the provisions of this contract is not construed as a waiver of any such provision and does not affect the validity of the contract or any part of the contract or create any estoppel or in any other way affect the right of such Party to enforce any provision in accordance with its terms.

12.7 This contract incorporates certain provisions of the Project Agreement which shall apply as set out in this contract. However, any breach of any of the obligations imposed by this *contract* will not constitute a breach of the Project Agreement."

Z13 Communications

In Clause 13.1, before the full stop at the end of the first sentence, **insert** "(including email and web based collaboration tools)" and, at the end of the clause, **insert** a new sentence: "Communications relating to termination of the *Contractor's* obligation to Provide the Works or a dispute are not given by email."

Clause 13.2 - **insert** a new sentence at the start of clause 13.2 as follows:

"13.2 Any instruction issued by the Project Manager in relation to the *works* shall be in writing."

Z15 Adding to the Working Areas

In Clause 15.1, **delete** the last sentence and **replace** with "Such an area may be added to the Working Areas at the *Project Manager's* discretion."

Z17 Ambiguities and inconsistencies

In Clause 17.1, **insert** a new second sentence as follows:

"Where there is any inconsistency between any provision of **NEC3 Option A**, on the one hand, and any other part of this contract, on the other hand, the documents and provisions which form part of this contract will rank in the order of priority set out in clause 1 of the Memorandum of Agreement and shall not be treated as an ambiguity to which this Clause applies."

Clause 17.2 - **Insert** a new clause as follows:

"Where the ambiguity or inconsistency is in the *Contractor's* design accepted by the *Project Manager* or between the *Contractor's* design and the Works Information, the *Contractor* provides the *Project Manager* with proposals to remove same which are acceptable to the *Project Manager* acting reasonably. Such acceptance shall not be treated as an instruction changing the Works Information."

Z19 Prevention

In Clause 19.1, **delete** the third and fourth bullet points and insert "is an *Employer* risk pursuant to clause 80.1".

Z2 The Contractor's main responsibilities

Z20 Providing the Works

Clause 20.1 - **Delete** and **replace** with:

"The *Contractor* Provides the Works in a proper and workmanlike manner and in accordance with the Works Information, the Licences and all applicable law."

Z21 The Contractor's design

Clause 21.1 - **Insert** a new second sentence as follows:

"In the design and construction of the *works*, the *Contractor* takes all proper account of:

- the considerations of health and safety contained in the CDM Regulations (and his design will include adequate health and safety information); and
- the geological and geo-technical conditions affecting the Site."

In Clause 21.2, **delete** "the Works Information" in the first line and **replace** with "any requirement of this contract". **Delete** the second sentence and **replace** it with "Reasons for not accepting the *Contractor's* design include:

- that it does not comply with either the Works Information or the applicable law; and
- it does not comply with all applicable standards that apply to works on the highway.

Z22 Using the Contractor's design

Clause 22.1 - **Delete** and **replace** with:

"The *Contractor* grants to the *Employer* an irrevocable, royalty-free and non-exclusive licence to copy and use the Contractor's Documents and to reproduce the designs and works contained in them for all purposes relating to or connected with the *works*, the Site or in the property comprising the *works* including (but without limitation) the execution, completion, mortgaging, letting, management, sale, advertisement, extension, alteration, maintenance, reinstatement and repair thereof. The licence will carry the right to grant sub-licences and be freely transferable to third parties. The *Contractor* will not be liable for any use of the Contractor's Documents by the *Employer*, his successors, assigns or sub-licensees for any purpose other than those for which they were produced and provided by the *Contractor*.

Insofar as ownership of any copyright in any Contractor's Document is vested in any person other than the *Contractor* (including, without limitation, any Subcontractor), the *Contractor* will procure, for the *Employer*, the benefit of such a licence as is referred to in the first bullet point of Clause 22.1 for the purposes referred to in that bullet point. The *Contractor* will, if so requested at any time, execute such documents and/or perform such acts as may be required fully and effectively to assure to the *Employer* and/or any third party the rights referred to in this Clause.

The *Contractor* warrants to the *Employer* that the use by the *Employer* of any of the Contractor's Documents for any purpose provided for in the first bullet point of Clause 22.1 will not infringe the Intellectual Property Rights of any third party.

If the employment of the *Contractor* under the contract is terminated the *Contractor* hereby agrees that the licence in respect of the Contractor's Documents granted pursuant to this Clause 22.1 shall continue in all respects, and shall not be affected by such termination, and the *Contractor* shall when requested in writing to do so by the *Employer*, deliver up forthwith to the *Employer* two copies of the Contractor's Documents.

The *Contractor* warrants to the *Employer* and undertakes to procure that his Subcontractors shall waive any rights the *Contractor* and the Subcontractors may have pursuant to Section 80 of the Copyright, Designs and Patents Act 1988."

Z26 Subcontracting

Clause 26.1 - **Insert** a new second sentence, as follows:

"The *Contractor* is solely responsible for his design complying with the Contract, notwithstanding the involvement of the *Employer*, the *Project Manager* and Others in the design process as described in this Clause 21. The *Contractor's* responsibility includes checking that compliance with comments and requirements of the *Employer* or the *Project Manager* or Others will not result in non-compliance with this contract."

Clause 26.2 - In the third line, after "Provide the Works" **insert** "or that the proposed Subcontractor is not named within any relevant list of Subcontractors specified within the Works Information".

Clause 26.3:

In the first bullet point, after "an NEC contract", **insert** "on equivalent terms to this contract".

In the second bullet point, after "has agreed", **insert** "in writing".

In the second bullet point, before the full stop at the end, **insert** "in respect of the subcontract in question".

In the fourth bullet point, **delete** the full stop and **replace** it with "or".

After the fourth bullet point, **insert** new bullet points as follows:

- where the subcontract is priced on a lump sum or rates basis, the basis of pricing under the subcontract is not sufficiently transparent and broken down to permit analysis by the *Project Manager* on behalf of the *Employer* both in relation to the base price and the pricing of any variations or
- they do not contain provisions imposing on the Subcontractor obligations necessary in order for the *Contractor* to comply with provisions of this contract or
- they do not require the *Contractor* to assign the benefit of the subcontract to the *Employer* or Others or to permit the *Employer* or Others to assume the *Contractor's* role of *Employer* under the subcontract in case of termination of this contract."

Z27 Other responsibilities

Clause 27.1 - Insert, at the end of this clause:

"The *Contractor's* responsibility includes obtaining:

(1) such consents, approvals and Licences for the purpose of carrying out the *works* (including but not limited to any consents, approvals and licences of any statutory undertaker); and

(2) such Licences required for the use of the completed *works* as the Works Information expressly states will be obtained by the *Contractor*.

The *Contractor* ensures that the *works* comply with all Licences and laws. The *Contractor's* duty to Provide the Works includes providing all work necessary to satisfy the requirements of any agreement entered into by the *Employer* and/or the *Contractor* with Others pursuant to the requirements of a Licence (including any agreements under section 106 of the Town and Country Planning Act 1990 or sections 38 and/or 278 of the Highways Act 1980)."

The *Contractor* shall carry out the *works* strictly in accordance with any consents, approvals and licences required for the purposes of carrying out and completing the *works* including but not limited to any consent, approvals and licenses of any statutory undertaker.

Clause 27.5 - Insert a new clause as follows:

"The *Contractor*, at all times, prevents any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner or occupier or any statutory undertaker arising out of Providing the Works or the performance of any obligation pursuant to Clause 43 and assists the *Employer* in defending any action or proceedings which may be instituted in relation thereto.

The *Employer*, if so requested by the *Contractor*, supplies to the *Contractor* in such time as may be reasonable, having regard to the time and nature of any such request, any relevant information in the possession of the *Employer* relating to the rights of such third parties.

The *Contractor* is responsible for and indemnifies the *Employer* from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such nuisance or interference, except where such nuisance or interference is the consequence of an instruction of the *Employer*.

Without prejudice to the *Contractor's* obligations under the first bullet point of this Clause 27.6, the *Contractor* ensures that there is no trespass on or over any adjoining or neighbouring property arising out of or in the course of Providing the Works or the performance of any obligation pursuant to Clause 43. If Providing the Works or the performance of any obligation pursuant to Clause 43 is likely to necessitate any interference (including, without limitation, the over-sailing of tower crane jibs) with the rights of adjoining or neighbouring owners or occupiers, then the *Contractor*, at no cost to the *Employer*, is to obtain the prior written agreement of such owners and/or occupiers thereto, and such agreement is subject to the approval of the *Employer* before execution. The *Contractor* is to comply in every respect with any conditions contained in any such agreement."

Clause 27.6 - **Insert** a new clause as follows:

"No inspection, test, review, consent, notice, permission, payment, certificate or other approval made or given by or on behalf of the *Employer* under this contract, or any failure to make or give the same, relieves the *Contractor* in whole or in part of any of his obligations or liabilities under this contract, whether by way of contribution or otherwise."

Clause 27.7 - **Insert** a new clause as follows:

The *Contractor* undertakes to the *Employer* that he has performed and will perform his obligations under this contract in such a manner and at such times that no act, omission or default by the *Contractor* or any of the Subcontractors or their respective employees or agents causes or contributes to any breach by the *Employer* of any of his obligations under the Project Agreement and, to the extent that the *Contractor* causes or contributes to any breach by the *Employer* of any of his obligations under the Project Agreement, the *Contractor* indemnifies the *Employer* against any liability, claims, damages, costs and losses that the *Employer* may incur as a result of or arising out of a breach by the *Contractor* of his obligations under this Clause 27.9."

Clause 27.8 - **Insert** a new clause as follows:

"Before Completion, the *Contractor* supplies to the *Employer*, without additional charge, such Contractor's Documents and related information as may be specified in the Works Information or as the *Employer* may request, showing or describing the *works* as constructed and concerning the maintenance and operation of the *works* including any Plant. Notwithstanding any provision to the contrary in this contract, the *Contractor* is not be entitled to any payment of any amount retained pursuant to Clause X16 that would (but for this provision) become due and payable until the provisions of this Clause 27.8 have been complied with. If, during the course of the *defect correction period*, errors are discovered in the documents, drawings and information supplied by the *Contractor* in accordance with this Clause 27.8 or, if as a result of any revision or remedial work carried out during the course of the *defect correction period*, the said documents, drawings and information no longer show or describe the *works* as required by this Clause 27.8, then the *Contractor* is to amend the said documents, drawings and information so that they comply with the requirements of this Clause 27.8."

Z28 Assignment

Clause 28 - **Insert** a new clause as follows:

"28 The *Contractor* does not assign this contract or any part thereof or any benefit or interest therein or thereunder without the prior written consent of the *Employer*. The *Employer* may assign the contract or any part thereof or any benefit or interest therein or thereunder."

Z3 Time

Z33 Access to and use of the Site

In Clause 33.1, after the words "each part of the Site to the *Contractor*", **insert** "in accordance with the Works Information".

Z4 Testing and Defects

Z40 Tests and inspections

In Clause 40.3, last sentence, after "The *Supervisor*", **insert** "and any other persons authorised by the *Employer*".

Z45 Uncorrected Defects

Clauses 45.1 and 45.2 - **Delete** and **replace** with a new clause 45.1:

"If the *Contractor* fails to correct any Defect within the *defect correction period*, the *Employer* may employ or pay others to correct such Defect and the *Contractor* pays to the *Employer* the following:

- the reasonable and proper costs to the *Employer* of having the Defect corrected by other people; and
- any other losses incurred by the *Employer* as a consequence of the *Contractor's* failure to correct such Defect within the *defect correction period*."

Z5 Payment

Z50 Assessing the amount due

Clause 50.1 - **Delete** the second sentence and replace with the following:

"The first assessment date is [4] [four] weeks after the Project Manager certifies completion or [3] [three] months after commencement of the *works*, which ever is the later."

Z51 Payment

In Clause 51.2, **delete** the first sentence and **replace** with the following:

"The Contractor shall submit an invoice to the Employer for the amount due within five working days of the start of the month after the assessment date, and each certified payment is made by the Employer by the end of the month in which the invoice was submitted."

In Clause 51.4, **delete** "and is compounded annually" and **insert** a new sentence at the end of the clause as follows:

"The Parties agree that this is a substantial remedy for late payment of any sum payable under this contract in accordance with the provisions of section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998."

[Note: This rate should be above the base rate but be a sensible commercial rate.]

Z52 Defined Cost

In Clause 52.3, **insert** a new second sentence as follows:

"The *Contractor* allows the *Employer*, the *Project Manager* and other representatives of the *Employer* access in accordance with clause 55."

Z56 Audit access

Clause 56 - **Insert** a new clause as follows:

"The *Contractor* shall comply with the obligations and requirements placed on him in relation to general records and open book keeping as set out in clause 104 of the Project Agreement as if the same had been repeated in this contract mutatis mutandis."

Z57 No deemed approval

Clause 57 - **Insert** a new clause as follows:

"57 No deemed approval

The issue of any payment certificate or the payment of any amount by the *Employer* to the *Contractor* does not constitute or imply or be evidence of the *Project Manager's*, the *Supervisor's* or the *Employer's* approval or acceptance of any design, work, Plant and Materials forming part of the *works* or relieve the *Contractor* of any of his obligations under this contract."

Z6 Compensation Events

Z60 Compensation events

In Clause 60.1(2), line 1, after "the Site", **insert** "within the time periods stated in the Works Information as being the time periods during which access to the Site will be available to the *Contractor*".

In Clause 60.1(7), **insert** at the end of the clause "In relation to any historical or other item of interest found within the Site the *Employer* and the *Contractor* shall comply with the provisions of clause 31.5 of the Project Agreement as if the same had been set out mutatis mutandis in this contract."

In Clause 60.1(10), after "a required test or inspection", **insert** "or the instruction is reasonable having regard to Defects previously identified".

In Clause 60.1(11), before the full stop, **insert** ", but delay shall not be unnecessary if it arises only from the proper carrying out of a test which is provided for in this contract."

Clause 60.1(12) – **Delete** the word "and" at the end of the second bullet point and **insert** the word "and" at the end of the third bullet point, and **insert** a fourth bullet point after the third bullet point as follows:

- "the *Contractor* is not aware of and did not ought to have been aware of having complied with all applicable requirements of the Project Agreement."

Clause 60.1(19) - **Delete** and **replace** with new Clauses 60.1(19), 60.1(20) and 60.1(21):

"60.1(19) Loss or damage to the *works*, Plant and Materials due to fire, lightning, explosion, storm, tempest, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft or other aerial devices or articles dropped therefrom.

60.1(20) Loss or damage to the *works*, Plant and Materials due to terrorism."

60.1(21) A strike affects the *Contractor's* ability to Provide the Works which:

- is not particular to the *Contractor* or any SubContractor or any supplier of Plant, Materials or Equipment to the *Contractor*; and
- an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it."

Insert at the end of clause 60.1:

"Notwithstanding any other provision of this clause 60.1 the exercise by the *Employer* whether acting by any officer, agent or employee or other representative of the *Employer* or otherwise of its rights, powers, duties and obligations under all public and private laws, statutes, byelaws, orders and regulations as may fully and effectually be exercised by the *Employer* other than in its capacity as a contracting counterparty shall not be deemed, for the purposes of this contract to be an act or omission of the *Employer* or a Compensation Event".

Clause 60.2 - **Delete**

Clause 60.3 - **Delete**

Z61 Notifying compensation events

Clause 61.4 - **Delete** the last sentence of the final paragraph.

Z62 Quotations for compensation events

Clause 62.6 - **Delete** the last sentence of this clause and **replace** with "The *Project Manager* is not deemed by virtue of any failure to reply to the notification to have accepted the *Contractor's* quotation."

Z63 Assessing compensation events

Clause 63.2 - **Insert** a new paragraph at the end of this clause:

"If the effect of a compensation event under Clause 60.1(19) or 60.1(20) is to increase the total Defined Cost, the Prices shall be increased by the lesser of:

- that increase in Defined Cost;
- and the amount recovered by the *Employer* from insurers in respect of such increase in Defined Cost."

Insert a new Clause 63.15:

"The changes to the Prices shall not include any costs which are recoverable under any policy of insurance which the Contractor has or should have maintained under the terms of this contract."

Z64 The *Project Manager's* Assessment

Clause 64.4 - **Delete** the last sentence and **replace** it with "The *Project Manager* is not deemed by virtue of any failure to reply to the notification to have accepted the *Contractor's* quotation."

Z65 Implementing compensation events

Clause 65.1

At the end of the first bullet point, **delete** the comma and **insert** "or".

At the end of the second bullet point, **delete** "or" and insert a full stop.

Delete the third bullet point.

Z7 Title

Z70 The Employer's title to Plant and Materials

Clauses 70.3 and 70.4 - **Insert** new clauses as follows:

"70.3 No sum due in respect of Plant and Materials is eligible to be treated as Defined Cost unless:

- (if the Plant and Materials are on the Site) title has been demonstrated to have passed to the *Employer* to the reasonable satisfaction of the *Project Manager*; or
- (if the Plant and Materials are not on the Site) the following conditions are satisfied:
 - title has been demonstrated to have passed to the *Employer* to the reasonable satisfaction of the *Employer*
 - that the seller has confirmed to the *Employer* (or the *Contractor* on the *Employer's* behalf) in writing that title has passed to the *Employer* and that all rights to retain title, to exercise liens or the like (as reasonably specified by the *Employer* having regard to applicable laws) are irrevocably waived
 - the Plant and Materials are securely stored in the [United Kingdom of Great Britain and Northern Ireland, European Union or Country which is a member of the European Free Trade Area] and have been marked by the seller and (where required by Clause 71) the *Supervisor* as being the property of the *Employer*
 - steps have been taken to protect the Plant and Materials to the reasonable satisfaction of the *Project Manager* and
 - the *Project Manager* reasonably believes that the Plant and Materials can be included in the *works* without further work to the Plant and Materials.

70.4 Where Defined Cost is assessed, as permitted by Clause 70.3, for Plant or Materials not on the Site then no Fee or overhead is assessed on such Defined Cost (or included in the Price for Work Done to Date, or paid) until the Plant and Materials have been delivered to the Site."

Z74 Confidentiality

Clause 74 - **Insert** a new clause as follows:

"The *Employer* and the *Contractor* shall comply with the provisions of clause 89 of the Project Agreement as if the same had been set out mutatis mutandis in this contract."

Z75 Corrupt gifts and payment of commissions

Clause 75 - **Insert** a new clause as follows:

"75. Corrupt gifts and payment of commissions

75.1 The *Contractor* shall comply with the provisions of clause 65.2 of the Project Agreement as if the same had been set out mutatis mutandis in this contract.

Z8 Risks and insurance

Z80 Employer's risks

In Clause 80.1, the first bullet point, **delete** within the third bullet point the wording which states "or a fault in his design".

In Clause 80.1, the eighth bullet point, after "strikes" **insert** "that extend beyond the Site, are widespread or nationwide, but not if solely related to the *Contractor* or any of his Subcontractors".

In Clause 80.1, the eleventh bullet point, **delete** "which existed at take over".

Z81 The Contractor's risks

Clause 81.1, **insert** before the full stop "including any fault in the design".

Z83 Indemnity

In Clause 83.1, before the full stop, **insert** "(save for any amount not recovered (by whichever Party) from an insurer by reason of the indemnified Party's breach of Clause 85.3)".

Z84 Insurance cover

Clause 84.2, **delete** the Insurance Table and **replace** with the following Insurance Table:

INSURANCE TABLE

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>works</i> , Plant and Materials (including terrorism and transit by road, rail and inland waterway anywhere in the UK)	The replacement cost, including the amount stated in the Contract Data for the replacement of any Plant and Materials provided by the <i>Employer</i> , with cross liability cover so that the insurance applies to the Parties separately, maintained until completion
Loss of or damage to Equipment.	The replacement cost maintained until completion
Loss of or damage to Plant and Materials during storage, off site prefabrication and transit of Plant and Materials from place of manufacture outside the UK to the Site.	The replacement cost maintained until completion
Liability of breach of contract or liability in tort in relation to the <i>Contractor's</i> professional obligations under this Contract (Professional Indemnity insurance).	The amount stated in the Contract Data for each and every claim [£◆] maintained for a period of 12 years following completion
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the	£50,000,000.00 for any one event [and in the aggregate with respect to pollution and products] with cross liability cover so that the insurance

INSURANCE TABLE

Insurance against	Minimum amount of cover or minimum limit of indemnity
<i>Contractor</i>) caused by activity in connection with this contract.	applies to the Parties separately, maintained until completion
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this Contract.	£10,000,000.00 insurance to include an Indemnity to Principal clause and Waiver of Subrogation in favour of the ◆]
Other insurances required by statute	As required by law

Z85 Insurance policies

In Clause 85.3, before the full stop **insert**:

" and shall not take or fail to take any reasonable action, or (insofar as it is reasonably within his power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim or avoid, suspend or defeat (in whole or in part) any insurance policy under which that Party is an insured, a co-insured or additional insured person".

Clause 85.5, **Insert** a new clause as follows:

"Insurance policies are taken out with an insurer of good repute".

Z9 Termination

Z90 Termination

Clause 90.2 - amend box 1 line 2 of row 2 of the table to read "R1-R15 (including for the avoidance of doubt R11A and R11B) or R18".

Clause 90.6 - **Insert** a new clause as follows:

"90.6 Without prejudice to clause 90.4, with effect from the date of issue of the termination certificate:

- all other provisions of this contract which require further payment to the *Contractor* or the release of retention cease to apply; and
- the *Employer* is entitled to take such measures as are necessary to ensure that the *works*, the Site and all Plant and Materials that exist at such time are adequately protected (and that such Plant and Materials as are on Site are not removed from the Site) and the *Contractor* allows the *Employer* to take such measures and neither hinders nor delays him in doing so."

Z91 Reasons for termination

In Clause 91.2, the first bullet point, before "failed to comply", delete "substantially".

In Clause 91.2, the second bullet point, after "bond or guarantee", **insert** "or any collateral warranty".

In Clause 91.2, **insert** new bullet points:

- The *Contractor* has left the *Works* incomplete and has failed to attend on Site to carry out his obligations pursuant to this contract at any time for a period of 5 consecutive days (R11A).
- The *Contractor* has failed to comply with any consents, approvals and licences required for the purpose of carrying out and completing the *Works* including but not limited to any consent, approval or licence of any statutory undertaker (R11B)."

DISPUTE RESOLUTION OPTION

Option W2 Dispute resolution procedure (used in the United Kingdom when the Housing Grants, Construction and Regeneration Act 1996 applies)

SECONDARY OPTION CLAUSES

Options incorporated in Clause 1 of the Memorandum, as amended as follows:

- Delete, as appropriate*

No	Option X1	Price adjustment for inflation
No	Option X2	Changes in the law
No	Option X3	Multiple Currencies
No	Option X4	Parent Company guarantee
No	Option X5	Sectional Completion
No	Option X6	Bonus for early Completion
Yes	Option X7	Delay damages
No	Option X12	Partnering
No	Option X13	Performance bond
Yes/No	Option X14	Advanced payment to the Contractor
Yes	Option X15	Limitation of the Contractor's liability for his design to reasonable skill and care
Yes	Option X16	Retention
No	Option X17	Low performance damages
Yes/No	Option X18	Limitation of liability
No	Option X20	Key performance Indicators (not used with Option X12)
Yes/No	Option Z.X21	Collateral warranty agreements - New option
Yes	Option Y(UK)2	The Housing Grants, Construction and Regeneration Act 1996
Yes	Option Y(UK)3	The Contracts (Rights of Third Parties) Act 1999

[* Where Yes/No is indicated, the parties are to select the appropriate option and delete as appropriate prior to the execution of the contract, and if yes is selected, the clause shall be as set out below.]

Option X7 Delay Damages

Clause Z.X7

In Clause X7.1, **insert** a new paragraph at the end of this clause:

"The *Contractor* pays any monies payable under this Clause X7.1 without any deduction, withholding or set off, notwithstanding any claim or counterclaim that the *Contractor* may have against the *Employer*."

Option X15 Limitation of the Contractor's liability for his design to reasonable skill and care

Clause Z.X15

In Clause X15.1 **delete** "reasonable skill and care" and **replace** with "all the reasonable skill, care and diligence of a competent contractor or design consultant experienced in work of a similar size, scale and complexity as the *works*."

Clause X15.3 and X15.4 - **Insert** new clauses as follows:

"X15.3 The *Contractor* is responsible for the entire design of the *works* including any design contained in the Works Information and all design which he prepares or has prepared on his behalf by but not limited to that prepared by the professional team or any sub-contractor and the *Contractor* warrants that he has exercised and will continue to exercise in the design and construction of the *works*, all reasonable skill care and diligence to be expected of a properly qualified and competent contractor experienced in carrying out similar duties for a project of a similar size, scope and complexity to the Works.

X15.4 The *Contractor* further warrants to the *Employer* that it has not specified or approved for use and will not specify or approve for use in connection with the *Works* any materials which at the time of specification or use (as the case may be):

- 15.4.1 are known to be deleterious (either to health and safety or to the durability of the Works); or
- 15.4.2 contravene any relevant standard code of practice issued from time to time by the BSI Group or under a European directive relating to standards or good building practice; or
- 15.4.3 do not accord with the guidelines contained in the edition of the publication *Good Practice in Selection of Construction Materials* (Ove Arup & Partners), current at the date of specification."

Option X16 Retention

Clause Z.X16

In Clause X16.2, in the penultimate sentence, **delete** the words "the Defects Certificate is issued" and **replace** with "a Defects Certificate which states that there are no Defects in the *works* is issued, provided always that it is

a condition precedent to the release of any part of the retained amount that the *Contractor* has complied with his obligations under Clause 27.8." Delete the final sentence.

Insert new Clauses X16.3 and X16.4 as follows:

"X16.3 The *Employer's* interest in the amount retained shall not be fiduciary, either as trustee for the *Contractor* or any other person. The relationship of the *Employer* and the *Contractor* with regard to the amount retained shall be solely that of debtor and unsecured creditor and subject to the terms of this contract. The *Employer* shall have no obligation to invest the amount retained or any part thereof.

X16.4 The *Employer* shall have no obligation to place the amount retained or any part thereof in a separate banking account nor shall the *Employer* be required to identify any amount retained as being held by the *Employer* on trust and the *Employer* shall be entitled to the full beneficial interest in any interest accruing on such amount retained and shall be under no duty to account for any such interest to the *Contractor*."

Option X18 Limitation of Liability

Clause Z.X18

In Clauses X18.1 to X18.3, **delete** "is limited to the amount set out in the Contract Data" and **replace** with "is limited to the Contract Price multiplied by two (2) or £1,000,000.00 (whichever shall be the higher).

Delete Clause 18.4.

Option Z.X21 Collateral warranty agreements

Clause Z.X21

Insert a new Clause X21, as follows:

"Z.X21.1 Within 14 days of a request in writing from the *Employer* to do so, the *Contractor* executes and delivers to the *Employer*, as deeds, collateral warranty agreements in favour of any of the Collateral Warranty Beneficiaries and in the respective forms set out in the Works Information.

Z.X21.2 The *Contractor* procures, at the time of placing each subcontract with a Subcontractor who is to design a part or parts of the *works* or to provide a part or parts of the *works* as listed below (or if the Collateral Warranty Beneficiary is not then known within 14 days of a request), collateral warranty agreements executed as deeds by such Subcontractors in favour of any of the Collateral Warranty Beneficiaries and in the respective forms set out in the Works Information or in such similar or varied terms as the parties hereto may agree and forthwith delivers the same to the *Employer*.

Z.X21.3 The subcontract packages in respect of which a collateral warranty agreement from a Subcontractor may be required are:

- [the consulting architectural services;]

- [the consulting mechanical and electrical engineering services;]
- [the consulting civil and structural engineering consulting services;]
- [◆ **Note:** *List the other relevant professional consultancy services and/or works sub-contract packages.*]"

Z.X21.4 For the purposes of this clause Z.X21 and Secondary Option clause ZY3.1, the Collateral Warranty Beneficiaries are:

- the *Employer*;
- any Purchaser;
- any Funder;
- any other acquirers of the whole or a part of the Site; and
- any reversioner including the head and any immediate landlord of the *Employer*.

Z.X21.5 Until the *Contractor* discharges its obligations under this clause, the *Project Manager* when certifying payment deducts from the Price for Work Done to Date a sum being 10% of the Price for Work Done to Date. "

Option Y(UK)2 The Housing Grants, Construction and Regeneration Act 1996

Clause Z.Y(UK)2

Z.Y2.2 Dates for payment

In Clause Y2.2, line 3, **delete** "fourteen" and **replace** with "twenty one".

Option Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

In Clause Y3.1, **insert** a new sentence at the end of the clause, as follows:

"This Clause does not affect any rights of any Collateral Warranty Beneficiaries (as defined in the new Secondary Option clause Z.X21) that may take effect pursuant to that new Secondary Option clause Z.X21 (Provision of Collateral Warranties) or any right or remedy of any person which exists or is available otherwise than pursuant to that Act."

APPENDIX 1

Not Used

SCHEDULE 2
THE CONTRACT DATA

CONTRACT DATA

Part one - Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- 1 General
 - The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option and secondary Options of the NEC3 engineering and construction contract (June 2005).
 - The *works are*
.....
 - The *Employer is*
Name
Address.....
.....
 - The *Project Manager is*
Name
Address.....
.....
.....
 - The *Supervisor is*
Name
Address.....
.....
 - The *Adjudicator is*
Name
Address.....
.....

- The *interest rate* is % per annum (not less than 2) above the rate of the bank

6 Compensation events

- The place where weather is to be recorded is
- The *weather measurements* to be recorded for each calendar month are
 - the cumulative rainfall (mm)
 - the number of days with rainfall more than 5 mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at hours GMT
 - and these measurements:
.....
.....
.....
- The *weather measurements* are supplied by
- The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at and which are available from

Where no recorded data are available

- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are

8 Risks and insurance

- 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*) caused by activity in connection with this contract for any one event is
- The minimum limit of indemnity for insurance in respect of loss of or damage to the works, Plant and Materials (including terrorism and transit by road, rail and inland waterway anywhere in the UK)
- The minimum limit of indemnity for insurance in respect of breach of contract or liability in tort in relation to the *Contractor's* professional obligations under this Contract (Professional Indemnity Insurance) is

NB – figure to be determined in light of contract value, but to be no less than £2,000,000.00]

- The Waiver of Subrogation clause in the insurance in respect of liability for death and personal injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract is in favour of

Optional statements

If the *tribunal* is arbitration

- The *arbitration procedure* is
- The place where arbitration is to be held is
- 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 an arbitrator is

If the *Employer* has decided the *completion date* for the whole of the works

- The *completion date* for the whole of the works is

If the *Employer* is not willing to take over the works before the Completion Date

- The *Employer* is not willing to take over the works before the Completion Date

If no programme is identified in part two of the Contract Data

3. Insurance against

Cover/indemnity is

The deduct bles are

If additional insurances are to be provided

Insert details of Contractor's All Risks Insurance and professional indemnity cover

- The *Employer* provides these additional insurances
 1. Insurance against
 - Cover/indemnity is
 - The deduct bles are
 2. Insurance against
 - Cover/indemnity is
 - The deduct bles are
 3. Insurance against
 - Cover/indemnity is
 - The deduct bles are
- The *Contractor* provides these additional insurances
 1. Insurance against
 - Cover/indemnity is
 2. Insurance against
 - Cover/indemnity is
 3. Insurance against
 - Cover/indemnity is

If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the whole of the *works* are £400 per day.

If Option X14 is used

- The amount of the advanced payment is
- The *Contractor* repays the instalments in assessments starting not less than weeks after the Contract Date.
- The instalments are
.....
(either an amount or a percentage of the payment otherwise due)
- An advanced payment bond is/is not required.

If Option X16 is used

- The *retention free amount* is nil
- The *retention percentage* is 3%.

If Option X17 is used

- The amounts for low performance damages are
amount performance level
..... for
..... for
..... for
..... for

Part two - Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- 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
.....
.....
.....
.....

Optional statements

If the Contractor is to provide Works Information for his design

- The Works Information for the Contractor's design is in
.....

.....
.....
.....
.....

Data for Schedule of Cost Components

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

If the Contractor is to decide the completion date for the whole of the works

- The completion date for the whole of the works is

- The activity schedule is

- The tendered total of the Prices is

- The listed items of Equipment purchased for work on this contract, with an on cost charge, are

Equipment	time-related charge	per time period
.....	per
.....	per
.....	per
.....	per

- The rates for special Equipment are

Equipment	size or capacity	rate
.....
.....
.....
.....

- The percentage for Working Areas overheads is %.

- The hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas are

category of employee	hourly rate
.....
.....
.....
.....

- The percentage for manufacture and fabrication overheads is %.

Data for both schedules of cost components

- The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
.....
.....
.....

- The percentage for design overheads is %.

- The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside of the Working Areas are

.....
.....
.....
.....

Data for the Shorter
Schedule of Cost
Components

- The percentage for design overheads is %.
- The published list of Equipment is the last edition of the list published by
- The percentage for adjustment for Equipment in the published list is % (state plus or minus).
- The rates for other Equipment are

Equipment	size or capacity	rate
.....
.....
.....
.....

SCHEDULE 3
THE WORKS INFORMATION

In this schedule of Works Information, references to clauses are to the *conditions of contract* referred to in the Memorandum (and a reference to a numbered clause which is preceded by the letter Z is to that numbered clause as amended by Option Z: *Additional conditions of contract*).

Outline Works Information: to include as appropriate:**1 Description of Works**

- 1.1 Overview**
- 1.2 Employer's Objectives**
- 1.3 Interpretation and terminology**

2 Management and Start Up– for which the following drafting may be relevant:**Clause 11.2(14) The Risk Register**

Note: *the Risk Register should include a description of each risk and the actions which are required to be taken to avoid or reduce it. Consider whether the following should be inserted in the Risk Register: In addition, consideration may be given as to whether it is possible /appropriate for certain items in the Risk Register, which might otherwise require a change to the Works Information if they arise, to be made a Contractor risk (but this will require an amendment to clause 16 and, in particular, clause 16.4).*

In addition to a description of each risk that may occur, the Risk Register shall include an analysis of the probability of the risk occurring and the impact of that risk on the following:

- the total of the Prices;
- Completion;
- the Accepted Programme;
- Key Dates;
- the work of the Employer or another contractor;
- the targets for Key Performance Indicators stated in the Incentive Schedule;
- a description of the actions which are to be taken by the *Employer* and/or the *Contractor* to avoid or reduce the risk; and

details of whether the occurrences of the risk and/or the taking of actions by *Employer* and/or the *Contractor* to avoid or reduce the risk will be a compensation event."

2.1 Management meetings**2.2 Documentation control**

- 2.3 Safety risk management
- 2.4 Environmental constraints and management
- 2.5 Quality assurance requirements
- 2.6 Programming constraints
- 2.7 Contractor's management, supervision and key people
- 2.8 Training workshops and technology transfer
- 2.9 Contract change management
- 2.10 Provision of bonds and guarantees

3 Engineering and Contractor's design – for which the following drafting may be relevant:

Clause 21 Design

Clause 11.2(5) Defects

Note: Clause 21.1 indicates that Works Information is to set out which parts of the works the Contractor is to design, which may be none or minimal post-contract execution. Accordingly, the Works Information must state, clearly, any elements of additional design the Contractor is to undertake, and the procedure for developing and approving the design.

The Contractor is to take full responsibility for the entire design:

- for the whole works (including all pre-contractual design work procured by the Employer)
- irrespective of whether it carried out such design work itself or whether design work was carried out by others; and
- for ensuring that it complies with the conditions of contract and all relevant statutory requirements and consents.

The design for the Works will be developed in accordance with the following procedure:

Contractor's design submission procedure:

1. For the purposes of this Contractor's design submission procedure, "Contractor's Design Documents" means all drawings, details and specifications of materials, goods and workmanship and other related documents prepared by or for the Contractor in relation to the design of the works.
2. The Contractor prepares and submits to the Employer two copies of each of the Contractor's Design Documents, in such format as is stated below and in sufficient time to allow any comments of the Employer to be incorporated prior to the relevant Contractor's Design Document being used for procurement and/or in the carrying out of the works.
Format in which the Contractor's Documents are to be submitted: ◆
3. Within 14 days from the date of receipt of any Contractor's Document, or (if later) 14 days from either the date or expiry of the period for submission of the same stated in the Contract Documents, the Employer shall return one copy of that Contractor's Design Document to the Contractor marked 'A', 'B' or 'C' provided that a document shall be marked 'B' or 'C' only where the Employer considers that it is not in accordance with this Contract.
4. If the Employer does not respond to a Contractor's Design Document in the time stated in paragraph 2, it shall be regarded as marked 'A'.
5. Where the Employer marks a Contractor's Design Document 'B' or 'C', he shall identify by means of a written comment why he considers that it is not in accordance with this Contract.
6. When a Contractor's Design Document is returned by the Employer:
 - 6.1 if it is marked 'A', the Contractor shall carry out the Works in strict accordance with that document;
 - 6.2 if it is marked 'B', the Contractor may carry out the Works in accordance with that document, provided that the Employer's comments are incorporated into it and an amended copy of it is promptly submitted to the Employer, or

- 6.3 if it is marked 'C', the Contractor shall take due account of the Employer's comments on it and shall either forthwith resubmit it to the Employer in amended form for comment in accordance with paragraph 1 or notify the Employer under paragraph 7.
7. The Contractor shall not carry out any work in accordance with a Contractor's Design Document marked 'C' and the Employer shall not be liable to pay for any work within the Works executed otherwise than in accordance with Contractor's Design Documents marked 'A' or 'B'.
8. If the Contractor disagrees with a comment of the Employer and considers that the Contractor's Design Document in question is in accordance with this Contract, he shall within seven days of receipt of the comment notify the Employer in writing that he considers that compliance with the comment would give rise to a Change. Such notification shall be accompanied by a statement setting out the Contractor's reasons. Upon receipt of such a notification the Employer shall within seven days either confirm or withdraw the comment and, where the comment is confirmed, the Contractor shall amend and resubmit the document accordingly.
9. Provided always that:
- 9.1 confirmation or withdrawal of a comment in accordance with paragraph 7 shall not signify acceptance by the Employer that the relevant Contractor's Design Document or amended document is in accordance with this Contract or that compliance with the Employer's comment would give rise to a Change;
- 9.2 where in relation to a comment by the Employer the Contractor does not notify him in accordance with paragraph 7, the comment in question shall not be treated as giving rise to a Change; and
- 9.3 neither compliance with the design submission procedure in this schedule nor with the Employer's comments shall diminish the Contractor's obligations to ensure that the Contractor's Design Documents and Works are in accordance with this Contract.

[Note: *The interrelationship of the above with Clause 11.2 (5) - Defects.*]

Clause 27 Other responsibilities

(1) The Contractor warrants and undertakes to the Employer that:

- he has performed and fulfilled and will continue to perform and fulfil the duties imposed on him by the CDM Regulations, [both] in his capacity as a "contractor" (as defined in the CDM Regulations) [and as the Principal Contractor];
- he has performed and fulfilled and will continue to perform and fulfil the duties imposed by the CDM Regulations on a "designer" (as defined in the CDM Regulations);
- [he has performed and fulfilled and will continue to perform and fulfil the duties imposed by the CDM Regulations on a CDM Co-ordinator;]
- he is competent to perform all duties imposed on him by the CDM Regulations;
- he has allocated and will continue to allocate both sufficient time and adequate resources to ensure that he performs and fulfils his duties under the CDM Regulations properly; and
- he has advised and supported and will continue to advise and provide support to the Employer to assist the Employer in performing the duties imposed by the CDM Regulations on a "client" (as defined by the CDM Regulations)."

[Notes:

When the draft contract is being prepared and, later, when it is about to be executed, it is important to check whether it can be shown that:

- *Regulations 11 (the duty of designers not to start work until the client is aware of the duties which he is to discharge under the CDM Regulations), 12 (designs prepared or modified outside Great Britain) and 18 (the duty of designers not to start work until a CDM Co-ordinator has been appointed) have been achieved; and*

Regulations 13 (the duty of all contractors not to start work until the client is aware of the duties which he is to discharge under the CDM Regulations) and 23 (the duty of the principal contractor to make sure that a construction phase plan has been prepared before starting work) have been achieved.]

(2) The Contractor does not specify or approve for use, use or permit to be used in connection with the works any materials which at the time of specification or use (as the case may be):

- are known to be deleterious when used in the manner in which they are to be used (either to health and safety or to the durability of the *works*); or
- contravene any relevant or standard code of practice issued from time to time by the BSI Group or under a European directive relating to standards or good building practice; or

do not accord with the guidelines contained in the edition of the publication *Good Practice in Selection of Construction Materials* (Ove Arup & Partners), current at the date of specification or use.

(3) In accordance with Clause 27.8

- before Completion, the *Contractor* supplies to the *Employer*:
 - ◆ [specify]."
- As soon as practicable following Completion [and, in any event, by no later than ◆ days following Completion], the *Contractor* supplies to the *Employer*:
 - ◆ [specify - eg. including, without limitation, the original health and safety file prepared in accordance with and for the purposes of the CDM Regulations, all as-built drawings, design drawings documents, energy performance certificates, suppliers' and manufacturers' warranties and guarantees in respect of major plant and operation and maintenance manuals relating to the same].

Option Z.X21 Collateral warranty agreements

Clause Z.X21

The collateral warranty agreements which the *Contractor* executes and delivers to the *Employer*, in accordance with Clause Z.X21 are:

- ◆ [Attach the forms of collateral warranty to be provided to:
 - the *Employer*;
 - any Purchaser;
 - any Funder;
 - any other acquirers of the whole or a part of the Site;
 - any reversioner including the head and any immediate landlord of the *Employer*; and
 - any other class of beneficiary.

- 3.1 **Employer's design**
- 3.2 **Parts of the works which the Contractor is to design**
- 3.3 **Procedure for submission and acceptance of Contractor's design**
- 3.4 **Other requirements of the Contractor's design**
- 3.5 **Use of Contractor's design**
- 3.6 **Design of Equipment**

- 3.7 **Equipment required to be included in the works**
- 3.8 **As-built drawing, operating manuals and maintenance schedules**

4 Procurement– for which the following drafting may be relevant:

Clause 26 Subcontracting

Note: *The Employer needs to consider whether greater control is required over the ability of the Contractor to appoint sub-contractors eg does the subcontractor needs to be of a particular financial standing. If so, reference to a list in the Works Information is likely to be the most sensible approach:*

◆ [List of subcontractors]

- 4.1 **The Contractor's Invoices**
- 4.2 **People**
- 4.3 **Subcontracting**
- 4.4 **Plant and Materials**
- 4.5 **Tests and inspections before delivery**
- 4.6 **Marking Plant and Materials outside the Working Areas**
- 4.7 **Contractor's Equipment (including temporary works)**

5 Construction – for which the following drafting may be relevant:

Clause 20 Providing the Works

Note: *Clause 20.1 states that the Contractor Provides the Works in accordance with the Works Information. Accordingly, the Works Information must state, clearly, the terms upon which the Works are to be carried out and completed. For example:*

All Plant and Materials are to be (unless otherwise specified in the Works Information) new and adhere to Good Building Practice, appropriate for use in Providing the Works, of a satisfactory quality and, so far as procurable, of the kinds and standards described in the Works Information or in documents containing any design accepted by the *Employer* pursuant to Clause 21.2. The *Contractor* does not substitute an Plant and Materials so described without the written consent of the *Project Manager*. A reason for refusing such consent is that the proposed substituted Plant and materials are of a lesser kind or standard or of a substantially different appearance than the types or standards described in the Works Information or the documents containing any design accepted by the *Employer* pursuant to Clause 21.2.

Workmanship in Providing the Works is to be of a satisfactory quality and adhere to Good Building Practice and of the standards described in the Works Information or, if not there specifically described, as described in any documents containing design accepted by the *Employer* pursuant to Clause 21.2.

The *Contractor* before carrying out any relevant work and/or ordering relevant Plant and Materials provides the *Employer /Project Manager* with such samples of the standard of workmanship or the quality of Plant and Materials which the *Contractor* intends to provide as are specifically referred to in the Works Information.

The *Contractor* provides the *Employer /Project Manager* when requested so to do with reasonable proof that the Plant and Materials comply with this Clause 20.2.

The *Contractor's* responsibility includes obtaining all Licences required to Provide the Works except for those which the Works Information expressly states will be obtained by the *Employer*, which are:

◆ [specify].

Clause 11.2(2) Completion of the works

Note: *It is important that that what constitutes completion of the works is fully understood and documented. A definition for incorporation into the Works Information may be prepared. The following is an example:*

"Completion is when the works have reached a stage of completeness in which

- there are no apparent Defects and no incomplete items of work;
- the Site has been substantially cleared of all temporary buildings, builders' plant and equipment, unused materials and rubbish;
- all documents (including, without limitation, collateral warranties) which have to be entered into by completion of the works have been entered into and delivered to the Employer; and
- all documentation (including, without limitation, the original health and safety file prepared in accordance with and for the purposes of the CDM Regulations, all as-built drawings, design drawings documents, energy performance certificates, suppliers' and manufacturers' warranties and guarantees in respect of major plant and operation and maintenance manuals relating to the same) which would normally exist at completion of a construction and engineering project has been delivered to the Employer

Provided that, where the Works Information expressly states that the commissioning, testing and/or adjustment of any mechanical or electrical services installations forming part of the works is to be completed before Completion, then the works are not be considered to have achieved Completion until such commissioning, testing and/or adjustment is completed as required by the Works Information."

5.1 Completion works, Site services and construction constraints

5.2 Completion, testing, commissioning correction of Defects

6 Plant and Materials standards and workmanship

6.1 Investigation, survey and Site clearance

6.2 Civil engineering and structural works

6.3 Electrical and mechanical engineering works

6.4 Other

7 List of drawings

7.1 Drawing issued by the Employer

THIS MEMORANDUM is made as a deed

Executed as a deed[, but not delivered until the first)
date specified on page 1,] by)
◆.....[Name of Employer]:)

Signature _____

Name (block capitals) _____
Director

Signature _____

Name (block capitals) _____
Secretary/Director

Executed as a deed[, but not delivered until the first)
date specified on page 1,] by)
◆.....[Name of Contractor]:)

Signature _____

Name (block capitals) _____
Director

Signature _____

Name (block capitals) _____
Secretary/Director

Call for Final Tender
Volume 4 - Finance
4.3 Non-Core Services Pricing
4.3.4 Non-Core Services Table NCS3a

4.3.4 Table NCS3a

Appendix 7 - Composite Index Weightings

Description of Composite Index (Primary Drivers Only)	Composite Index Ref	Price Adjustment Formulae Indices- PAFI															Total				
		90/1 Labour & Supervision	90/2 Plant & Road Vehicles	90/3 Aggregates	90/3a Aggregates (excluding Aggregates Levy)	90/4 Bricks & Clay Products	90/5 Cements	90/6 Ready Mixed Concrete	90/7 Cast & Spun Iron Products	90/8 Plastic Products	90/9 Coated Macadam & Bituminous Products	90/10 DERV Fuel	90/11 Gas Oil Fuel	90/12 Timber	90/13 Steel for Reinforcement	90/14 Metal Sections		90/15 Sheet Steel Piling	3/E3 Site Planting	3/E1 Electrical Labour	3/E2 Electrical Materials
Labour & Supervision only	0	100%																			100%
Labour & Supervision + Plant & Road Vehicles + Fuel	1	75%	19%								6%										100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Aggregate	2	40%	7.5%	50%							2.5%										100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Concrete	3	40%	10%				45%				5%										100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Metal Sections + Ready Mix Concrete	4	30%	6%				2%				2%				60%						100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Coated Mac/Bit Products	5	15%	7.5%							75%	2.5%										100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Concrete + Cast Iron	6	30%	10%				45%	10%			5%										100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Steel + Concrete (Signs & posts)	7	30%	6%				10%				2%				52%						100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Plastic Product + Aggregate	8	50%	20%	10%					12%		8%										100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Plastic Product	9	40%	10%						45%		5%										100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Plastic Product + Concrete + Cast Iron	10	40%	10%				15%	15%	15%		5%										100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Concrete + Aggregate	11	40%	10%	20%			25%				5%										100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Steel (Street Lighting)	12		6%								2%				55%			10%	27%		100%
Labour & Supervision + Plant & Road Vehicles + Fuel + Concrete + Steel (Sign/signal posts & foundations)	13	30%	6%				10%				2%				52%						100%
Landscaping	14	80%	16%								4%										100%
Electrical- Labour + Materials	15																	30%	70%		100%