

## **Preambles and Measurement Information**

### **1.0 General Provisions**

- 1.1 The whole of the Contract Documents are to be read in conjunction with the pricing information.
- 1.2 Normal working hours are deemed to be between 07.00 and 18.00 Monday to Friday, excluding bank holidays.
- 1.3 Except where expressly stated below the Prices shall be deemed to include any additional costs incurred by the Contractor as a consequence of a requirement to work outside normal hours.
- 1.4 The proposed Measured Term Contract shall be the JCT MTC 2011 form. The intended programme and contract period is one year, plus four times one year potential extensions.
- 1.5 The CA (CA) shall be responsible for placing Orders for a defined amount of planned or responsive repairs work with payments calculated in accordance with the Schedule of rates or (where appropriate) the Schedule of hourly charges
- 1.6 Orders are to be placed in relation to sites that will be individually identified and/or situated with a specified geographical area. Provision is made for a minimum and a maximum value of individual orders that the Contractor is bound to accept and for those orders to specify a reasonable period for completion in each case.

### **2.0 Schedule of Rates**

- 2.1 The Prices entered by the Contractor in the Schedules of Rates shall be based on the approximate quantities and fully inclusive of all of the activities described therein including all labour, plant, materials and overheads and profit.
- 2.2 The approximate anticipated value of orders to be placed under the overall Contract is assumed to be £200,000 per annum. This is intended only as a bona fide estimate, not a legal commitment.
- 2.3 The summation of the resultants of the Schedule of Rates multiplied by the respective re-measured volumes of each Work Type completed shall be the basis for the final sum paid against each Order.
- 2.4 The CA shall be responsible for placing the orders and exercising the contract management role. The Contractor shall measure and value all Orders with the CA to check and verify.

- 2.5 The Contractor is responsible for securing any occupier's or statutory undertakers or utilities compliance and any necessary removals of fixtures and fittings where necessary.
- 2.6 The tendered rates within the Schedule of Rates will be fixed for the initial duration of the contract. Prices must be fixed up to and including the first year anniversary from the commencement date; in the event of a contract extension annual Indexation will be calculated on the basis of Consumer Price Index (CPI) published by the Office for National Statistics. CPI percentage change over 12 months at a point two months prior to the contract anniversary will be used to adjust rates from the contract anniversary each extended year, except where the percentage change is negative in which case the rate will be held at the rate current prior to the anniversary.
- 2.7 The cost of any work described by an item that is not priced or that is priced using a zero rate in the Schedule of Rates shall be deemed to be included within the other items that are priced.
- 2.8 With regard to the anticipated value of work as stated in the Contract Particulars (item 6), the Employer gives no warranty or undertaking as to the actual amount of work that will be ordered and no variance in the actual value of work ordered shall give rise to a change in any rate, price or percentage adjustment.
- 2.9 Unless otherwise stated herein the Contractor shall be paid the Ascertained Final Sum or Final Account. The rates and prices entered in the Schedule of Rates at tender (and as reviewed annually) shall form the basis of the Ascertained Final Sum (Final Account).
- 2.10 All of the Prices stated in the Schedule of Rates shall be deemed to be the fully inclusive price of all Works, risks, general obligations and liabilities involved in the execution of the Works.
- 2.11 The Contractor shall be deemed to have priced the Schedule of Rates so as to comply with the provisions set out in the Contract documents.
- 2.12 Prices shall not be varied during the term of the Contract except with written agreement from the CA.
- 2.13 The Gross monthly valuation shall be the total of actual quantity of work complete at the rates stated in the tender schedule of rates. The Contractor shall be required to produce a monthly statement showing the financial value of works complete and review re-measurement with the CA.
- 2.14 Not later than 6 months after the issue of the Practical Completion Certificate or last Section Completion Certificates the Contractor shall provide the CA with all documents necessary for the final computation of the Ascertained Final Sum (Final Account).

### **3.**

## **Goods and Materials**

3.1 The Contractor shall supply all goods and materials required to complete the works described in the preamble.

## **4. Definitions**

### **4.1 Schedule of Rates**

The rates used in the Schedule of Rates are the Contractor's tendered rates (including overhead and profit) of completing basic work tasks described in the preamble.

### **4.2 Abbreviations used in the Preambles and Schedule of Rates**

<b>Abbreviation</b>	<b>Meaning</b>
nr	Number
it	Item
m	Linear metre
sq.m	Square metre
cub.m	Cubic metre
%	Percentage
Qty	Quantity
hr	Hour
Admin.	Administration
n/e ( or ne)	Not exceeding
Reinst	Reinstatement
Wk	Week

## **5 Ground Conditions**

5.1 The Prices shall be deemed to include for excavation and working in all types of ground conditions.

5.2 When working in surface category unmade GSB 1, 2 or other suitable material may be required to backfill excavations including recycled materials in accordance with the current edition of the Specification for the Reinstatement of Openings in Highways (NRSWA 1991) published by HAUC. This is deemed to be included in the Prices.

**6. Surface Category**

6.1 Surface category descriptions are classified as unmade, footway or carriageway as stated below. The Road Types referred to in the table shall be as defined in New Roads and Street Works Act 1991, HAUC Specification for the Reinstatement of Openings in Highways Second Edition 2002 (June).

<b>Unmade</b>	<ul style="list-style-type: none"> <li>• Rough or unmade ground.</li> <li>• Un-surfaced housing and industrial estate roads or footpaths.</li> <li>• Grassed or unmade road verges.</li> <li>• Grass fields and agricultural land, including allotments, gardens and private gardens</li> <li>• Cultivated grass or turf.</li> <li>• Un-metalled field entrances and tracks.</li> </ul>
<b>Footway</b>	<ul style="list-style-type: none"> <li>• Flexible, rigid, modular and flagged footways, drives, field entrances and tracks.</li> </ul>
<b>Carriageway</b>	<ul style="list-style-type: none"> <li>• Type 1 and 2. Flexible roads on hard-core, pitching or lean mix sub-base. Bituminous or cementitious material n/e 400 mm thickness.</li> <li>• Type 3 and 4. Flexible and modular roads on hard-core, pitching or lean mix sub-base. Bituminous or cementitious material n/e 400 mm thickness.</li> <li>• Type 1, 2, 3 and 4 rigid road on all sub-base materials, cementitious material n/e 400 mm thickness.</li> <li>• Type 1, 2, 3 and 4 composite road on all sub-base materials, bituminous or cementitious material n/e 400 mm thickness.</li> <li>• Car parks and the driveways to industrial premises.</li> </ul>
<b>Developer Site</b>	<ul style="list-style-type: none"> <li>• Any surfaced or partially surfaced un-adopted road on a developer site not requiring a TMA notice to be served.</li> </ul>

## **7. Description of Schedule of Rates and Tender Rates**

7.1 In addition to the provisions set out above the Schedule of Rates shall include, as a minimum, the following specific items. These descriptions are intended to provide the Contractor with an indication of the work required. It shall be the Contractor's responsibility to ensure that all activities associated with providing the Services are included in the Schedule of Rates. The Contractor shall provide a list of all such additional items taken into account within their submissions.

7.2 Rates or prices in the Schedule should reflect the cost of carrying out the work described by those items. There shall be no adjustment of these rates or prices in the event that there is any difference between the assumptions made by the Contractor in calculating the individual unit rates and prices and the extent or nature of work actually carried out unless and in so far as the Employer agrees that exceptional working conditions have been encountered. Every attempt has been made to capture all possible site conditions and types of work likely to be encountered, in the Schedule of Rates.

7.3 The rates and prices stated in the Schedule shall be deemed to be the full inclusive price for all Works, risks and obligations except as otherwise stated herein. Notwithstanding all rates and prices shall include but are not limited to, for the followings costs;

### **7.3.1 Labour and costs in connection therewith including but not limited to;**

7.3.1.1 All travel time including but not limited to travelling to and from site or depots and travelling between jobs;

7.3.1.2 Supply of materials, goods, storage and costs in connection therewith including but not limited to delivery to site and storage;

7.3.1.3 Collecting and taking delivery of both Employer and Contractor supplied materials, work orders and goods supplied by others including but not limited to unloading, checking, inspecting and examining, measuring and verifying goods, materials and workmanship including supplying results, reports and certificates, storage and costs in connection therewith;

7.3.1.4 Works Orders and any associated paperwork required for the job;

7.3.1.5 Awaiting Engineers Instructions which include any persons nominated by the Employer to act on his behalf;

7.3.1.6 All training requirements including staff and gang time off the job.

**7.3.2 Plant and costs in connection therewith including but not limited to;**

- (i) Provision and erection of courtesy boards, to the Employer's standard wording, in accordance with the requirements of the NRSWA
- (ii) Any Plant e.g. pumps of sufficient capacity, compressors, keel cutters/large diameter cutting equipment, excavators, 360's, dumpers that may be required to complete the works ordered including all associated costs including but not limited to any delivery, collection, setting up costs and any maintenance on site.

**7.3.3 Materials & Goods costs in connection therewith including but not limited to;**

- (i) All materials.
- (ii) Levies, taxes, fees and the like, including aggregate levies and landfill taxes
- (iii) Temporary (if required) and permanent reinstatement (1st time where possible)
- (iv) Removal and disposal and or storage of any surplus spoil that occurs as a result of carrying out the Works.
- (v) Recycling of excavated spoil where possible for later use.

**7.3.4 Management and administration costs as resource structure for the Contract including;**

- (i) Management of the contract.
- (ii) Maintenance and operation of all stores.
- (iii) Scheduling and planning the works.
- (iv) Supervision of the gangs.
- (v) Preparation, submission and agreement of track sheets.
- (vi) Provision of Data /Information as per the Employer's Data Capture Requirements.
- (vii) Updating the Employer's systems with works details, information and all associated work as detailed within the Specification including both data and drawings.
- (viii) Maintenance of up-to-date records of the location of apparatus belonging to utilities and undertakers and the timely provision of such information to gangs. As a minimum health & safety requirement, a robust system shall be implemented and maintained whereby gas and electricity information shall be made available to gangs prior to excavation being carried out for all works, including fast response.

**7.3.5 Other costs incurred including but not limited to;**

- (i) All work associated with the works.
- (ii) Levies, taxes, fees, including aggregate levies and landfill taxes that are currently in existence at the time of tender.
- (iii) Checking, inspecting and examining, measuring and verifying goods, materials and workmanship including supplying results, reports and certificates.
- (iv) Works associated with laying within the various surface categories including breaking out surface and carting away spoil from site where required, and where possible to be recycled for future use; permanent reinstatement to highways authority specification and maintenance during the defects liability period allowed for the correction of defects, including any interim reinstatement, of all surface categories; and the replacement of highway markings or coatings including any lining or signage, special surface coating for example anti-skid (shell grip).
- (v) Excavating in unmade shall include for stripping, storing and reinstating topsoil, together with the supply and spreading of imported topsoil where required. Supplying grass seed and imported turf, together with all necessary cultivation work, sowing grass seed, laying turf and irrigation and cultivation work as appropriate are also included in the rates for working in unmade (private land).

- (vi) Fixing, erecting and installing or placing of materials and goods in position.
- (vii) Installation of thrust blocks and anchorages where required.
- (viii) When working in or near rock or any hard material which, necessitates for it's loosening or removal by the use of explosives or special machinery designed for rock cutting that may be required is included within all rates.
- (ix) Temporary works, including temporary reinstatement of surfaces and all traffic management that may be required (vehicular and pedestrian) to the extent that the Employer does not confirm such as an exceptional item.
- (x) Investigation and Identification of services on site, Locating and taking measures for the support and full protection of pipes and other apparatus during the progress of the works.
- (xi) All additional costs, including hand digging, associated with crossing over, or under or working alongside other services and working alongside land drains.
- (xii) Repair, reinstatement or replacement of all hedge, ditch, field drain and fence crossings. The provision of specialist drainage work will be by agreement with the Engineer.
- (xiii) Waste.
- (xiv) Keeping all excavations free of water, and disposal in accordance and in compliance with the requirements of the Environment Agency (EA) and Internal Drainage Board (IDB).
- (xv) Demarcation and public area fencing to appropriate H & S standards for public safety shall be included in all the rates entered for carrying out the work.
- (xvi) Completion of the work within the prescribed Levels Of Service (LOS).
- (xvii) Resident liaison, complaints handling and resident notifications to warn of forthcoming planned works. (this shall be up to 50 properties to all residents affected by a planned works scheme).
- (xviii) Testing carried out by the Contractor in accordance with the requirements of the Specification.
- (xix) Supply and delivery of samples to the Employer in accordance with the requirements of the Specification.
- (xx) Complying with Quality Assurance requirements of the contract and providing certificates of conformity.
- (xxi) Complying with our quality and safety checks carried out by the CA or Engineer.
- (xxii) Compliance with CDM regulations, and all Health & Safety and site requirements of the Employer.
- (xxiii) Preparation and supply of detailed working and as-built drawings.
- (xxiv) Awaiting approvals and consent by the CA and Engineers and others.
- (xxv) Insurances.
- (xxvi) Complying with any reasonable limitations, constraints or rules on the use of Employer or other sites.

- (xxvii) Taking measures to deal with the existing flow of any fluid including water, groundwater, sewage and the like and disposal of same in accordance with the requirements of the Environment Agency (EA) and Internal Drainage Board (IDB).
- (xxviii) Complying with Water Supply (Water Fittings) Regulations 1999.
- (xxix) Undertaking surveys and pricing of lump sum estimates for “Additional Services”.
- (xxx) The effect on the phasing of the Works or any element of the Works to the extent set forth or reasonably implied in the documents on which the prices are based.

## **8.0 Specific items within the Schedule of Rates:**

### 8.1 Planned and Responsive Repair Works

To include for the specifications within the Schedule of Rates Appendix B and Specification Appendix A.