

ASTER

GROUP

**MAINTENANCE OF WASTEWATER
INFRASTRUCTURE AND EFFLUENT DISPOSAL**

LOT 2 – SOMERSET AND DEVON

**FORM OF TENDER & APPENDIX
FORM OF BOND
FORM OF PARENT COMPANY INDEMNITY
INSTRUCTIONS TO TENDERERS
CONDITIONS OF CONTRACT
SPECIFICATION
SCHEDULES
BILLS OF QUANTITIES
RATES FOR NON-SCHEDULED WORKS**

ASTER GROUP

MAINTENANCE OF WASTEWATER INFRASTRUCTURE AND EFFUENT DISPOSAL

DOCUMENT CONTROL SHEET	Error! Bookmark not defined.
FORM OF TENDER	6
FORM OF BOND	8
SECTION 1	12
INSTRUCTIONS TO TENDERERS	13
SECTION 2	17
CONDITIONS OF CONTRACT	18
1. Definitions and Interpretations	18
2. Supervising Officer	19
3. Contract Period.....	19
4. Assignment and Sub-letting	20
5. Tender Documents	20
6. Method of Review	20
7. Inspection of Sites, Documentation, Extent and Nature of Contract.....	20
8. Programme and Method of Work.....	21
9. Approval of Programme and Method of Work	21
10. Records and Information	21
11. Emergency Work	21
12. Employees.....	22
13. Health and Safety	22
14. Excepted Risks.....	24
15. Nuisance and Damage	24
16. Insurances.....	25
17. Giving Notice and Payment of Fees.....	26
18. Utility Bills	26
19. Wastewater Liquor and Sludge Disposal Charges	26
20. Consent Licence Charges to the Environment Agency	26
21. Prevention of Corruption.....	27
22. Gratuities	27
23. Human Rights Act 1998 (“the Act”)	27
24. Modern Slavery Act 2015	28
25. Equal Opportunities	29
26. Agency	29
27. Use and Occupation of Sites	29
28. Modifications and Omissions	30
29. Measurement	30
30. Variations	30
31. Monthly Statements	31
32. Additions and Deductions	31
33. Certification	32
34. Determination	32
35. Disputes	33
36. Notices	34
37. Performance Bond.....	34
38. Supply of Documents.....	35
39. Observance of Statutory Obligations	35
40. Legal Fees.....	35
41. Hours of Work.....	35
42. Work near or over Highways.....	36

43. Location of Works.....	36
44. Provisional Sums.....	36
45. Works Upgrading Programme/Adoption by Southern Water Services Ltd.....	36
46. Minor Capital Works	36
47. Works Performance Monitoring	37
48. Defaults	38
49. Default Remedies	39
50. Discharge Consent Failures.....	40
51. Payment Provisions.....	40
SECTION 3	41
SPECIFICATION	42
1. Brief Description of Services to be Performed	42
2. Volume of Work	43
3. Definitions.....	43
4. Objectives of Aster Group.....	43
6. Scheduled Maintenance	44
7. Non-Scheduled and Emergency Works	45
8. Telemetry and Arrangements for Communication.....	45
9. Supply of Materials, Maintenance Check Sheets, Consumables etc.....	46
10. Summary of Requirements	46
11. General Requirements.....	48
12. Communication and Administration	48
13. Payment Methods.....	48
14. Check Sheets, Record Keeping etc	48
15. Works Upgrading Programme	49
16. Odour Monitoring.....	50
17. Operation and Maintenance Manuals	50
18. Site Management Meetings	50
19. Emergency Plan	50
20. Access Through Private Land/Shared Access	50
21. Contractor’s Sampling Regime	51
22. Procedure to be adopted following a Consent Failure.....	51
23. Equipment and Plant	52
24. Equipment and Plant Operation and Use.....	52
25. Materials and Chemicals	53
26. Mobile Telephone Coverage.....	53
27. Wastewater Treatment Works Site Telemetry Maintenance	53
28. Grounds Maintenance	53
APPENDIX 1	56
SCHEDULE OF WASTEWATER TREATMENT WORKS.....	56
APPENDIX 2	58
TREATMENT WORKS DISCHARGE CONSENT CONDITIONS.....	58
APPENDIX 3	60
UTILITY SUPPLIES TO WASTEWATER TREATMENT WORKS.....	60
PERIODIC INSPECTION & TESTING OF ELECTRICAL INSTALLATIONS.....	62
APPENDIX 4	63
EXAMPLES OF MAINTENANCE & WORKS DIARY	63
APPENDIX 5	69
EMERGENCY PLAN	69
SECTION 4	71
SCHEDULES.....	71
SCHEDULE 1.....	72
SEPTIC TANK EMPTYING FREQUENCIES	72
SCHEDULE 2 - TREATMENT WORKS TANK EMPTYING FREQUENCIES.....	73
SECTION 5	74

BILLS OF QUANTITIES	74
BILL NO. 1 - PRELIMINARIES	76
BILL NO. 2	87
SEPTIC TANK EMPTYINGS, TRANSPORTATION & DISPOSAL.....	87
BILL NO. 3	90
BILL NO. 4 - OPERATION & SCHEDULED MAINTENANCE OF	92
BILL NO. 5 - MISCELLANEOUS	107
BILL No. 2 – SEPTIC TANK EMPTYINGS, TRANSPORTATION & DISPOSAL	110
FROM SEPTIC TANKS	110
BILL No. 3 - EMPTYINGS, TRANSPORTATION & DISPOSAL OF WASTEWATER LIQUOR & SLUDGE.....	110
BILL No. 4 - OPERATION & SCHEDULED MAINTENANCE OF WASTEWATER TREATMENT WORKS	110
TOTAL TENDER	110
SECTION 6	111
RATES FOR NON-SCHEDULED WORK.....	112
SECTION 7	113
SITE LOCATION PLANS.....	113

FORM OF TENDER

ASTER GROUP

**TENDER FOR – MAINTENANCE OF WASTEWATER
INFRASTRUCTURE AND EFFUENT DISPOSAL**

LOT 2 – SOMERSET and DEVON

To Aster Group:

I/We have perused the Aster Group Specification and Conditions of Contract for the above-named work and have inspected site.

I/We submit herewith our tender for Lot 2 – Somerset and Devon.

Should this tender(s) be accepted I/we hereby undertake to execute all the works comprised in the said Specification in accordance with the aforesaid Conditions of Contract, and to the entire satisfaction of Aster Group for the sum (Exclusive of Value Added Tax) of:-

Amount in figures: £ _____ Plus VAT £ No Vat _____

Amount in words: _____
excluding VAT _____

Should this tender(s) be accepted I/we hereby undertake that I/we will, if required execute a Deed of Contract to be prepared by Aster Group for the due performance of the said works, and agree that until such a Deed of Contract is executed the said Specification, Conditions of Contract and this Tender, together with the acceptance thereof in writing by Aster Group shall be the Contract.

I/We declare that the amount of this tender(s) has not been calculated by agreement or arrangement with any person other than the Company and has not been communicated to any person other than the Company and will not be so communicated until after the closing date for the submission of tenders.

I/We hereby submit this tender in accordance with the Notes below.

DATE _____ SIGNATURE _____

FULL NAME OF TENDERER _____

ADDRESS _____

Company Registration Number.....

Partnerships

In the case of a firm not being a limited company, the full name and address of each of the Partners must be given in the space below. (This is to enable the necessary Contract to be prepared in the event of the Contractor's tender being accepted).

1. _____

2. _____

3. _____

(insert in each case the County in which the address is situated)

NOTES

- 1.
2. **Aster Group reserves the full right:**
 - i) **To accept the most economically advantageous tender in terms of the criteria stated in the specification, in the invitation to tender or in the descriptive document;**
 - ii) Subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the Tender process or to terminate the process at any time.
 - iii) Not to appoint this contract.

Under no circumstances shall Aster Group incur any liability in respect of this Tender or any supporting documentation.

3. The price submitted must be a Firm Price, subject to the Review provided for in the Contract.
4. All prices and rates given must be exclusive of Value Added Tax and Value Added Tax (if applicable) should be shown on your invoice as a separate item.

APPENDIX TO TENDER FORM SUBMITTED UNDER ASTER GROUP CONDITIONS OF CONTRACT

- | | | |
|----|--------------------------------|-----------------|
| 1. | Date for Commencement of works | 01 April 2021 |
| 2. | Contract Period | 1 + 1 + 1 years |
| 3. | Date for Completion | |
| 4. | | |

5. The Contractor is to enter below details of his Public Liability Insurance.

The minimum cover required by the Company is Ten Million Pounds per claim

Insurance Company: _____

Policy Number: _____

Expiry Date: _____

Amount of Cover: _____

6.

Name: _____

Address: _____

The above named company is prepared to act as surety and will bind itself to Aster Group in an amount equal to 10% of the first year's Tendered Sum, with a Contract Guarantee Bond for the due performance and full completion of all the works as covered in this tender document. All the conditions of this bond are more fully described in the Conditions of Contract.

b) The total cost of the premium as required to cover this bond is to be entered below by the contractor, and must be included in his tendered price.

Total Cost of Premium £ _____ *

* **Transfer to Breakdown for inclusion in Tender Sum**

FORM OF BOND

<u>DATED</u>	<u>2020</u>
 (Surety) and (Contractor) and	

ASTER GROUP, acting on behalf of Aster Communities and SYNERGY HOUSING LTD

PERFORMANCE BOND

**Relating to
Aster Group
Contract for
MAINTENANCE OF WASTEWATER INFRASTRUCTURE
AND EFFLUENT DISPOSAL
LOT 2 – SOMERSET AND DEVON**

Aster Group
Testway House
Greenwich Way
Andover
Hampshire
SP10 4BF

BY THIS BOND made the day of Two Thousand and Twenty

BETWEEN :-

- (1) **(Contractor) LIMITED** (Company number) whose registered office is at *
(hereinafter called "the Contractor")
- (2) **(Surety)** whose registered office is at * (hereinafter called "the Surety") and
- (3) **Aster Group** of Testway House Greenwich Way Andover Hampshire SP10 4BF
acting for Aster Communities and Synergy Housing Ltd (hereinafter called "the Company")

WHEREAS the Contractor by an Agreement made between the Company of the one part and the Contractor of the other part has entered into a Contract (hereinafter called "the Contract") for the work more particularly described in the Schedule hereto (hereinafter called "the work")

IT IS HEREBY AGREED AND DECLARED that if the contractor shall fail to duly perform and observe all the terms provisions conditions and stipulations of the Contract on the Contractor's part to be performed and observed according to the true purport intent and meaning thereof the Surety shall pay to the Company such sum or sums as the Company's Finance Director may certify as being necessary to satisfy and discharge the damages sustained by the Company in the construction and completion of the work in conformity with the provisions and specifications of the Contract **PROVIDED THAT: -**

(1) the sum or sums payable by the Surety shall not exceed ***(Maximum Surety Sum in words (£*))***

(2) In the event of the Company pursuing a claim under this Bond it shall submit a written demand including the said certification with original handwritten signatures to the Surety addressed to ***(Surety's name and address for service)***

But no alteration in the terms of the Contract made by agreement between the Company and the Contractor or in the extent or nature of the Works to be constructed completed and maintained there under and no allowance of time by the Company under the Contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Contract on the part of the Company shall in any way release the Surety from any liability under the above written Bond **AND PROVIDED FURTHER THAT** the Surety's obligations under this Bond shall expire in accordance with the provisions of Clause 37 of the Conditions of Contract.

IT IS AGREED that this Bond is personal to the parties hereto and is not assignable by the Company except with the prior written consent of the Surety, which consent, shall not be unreasonably withheld

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed the day and year first before written

FORM OF PARENT COMPANY INDEMNITY

THIS AGREEMENT is made the _____ day of _____

.....

.....(hereinafter called "the Company") of the one part and

.....whose office is situated at.....

.....
(hereafter called "the Guarantor") of the other part.

WHEREAS

(1)(hereinafter called the Contractor) is a subsidiary of the Guarantor.

(2) The Contractor has made an agreement with the Company bearing even date whereby the Contractor has agreed to perform

.....
(Services for the Company ("the agreement"))

(3) The Guarantor and the Company have agreed that the Guarantor will guarantee the due and proper performance of the Agreement.

NOW IT IS HEREBY AGREED AND THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby guarantees the due and proper performance by the Contractor of all the obligations of the Contractor under the Agreement.
2. Should the Contractor cease to exist, the Guarantor hereby agrees to indemnify the Company against any and all loss and damage resulting from non performance or improper performance by the Contractor of its obligations under the Agreement.
3. This Guarantee and Indemnity shall not be affected, discharged or released by any agreement conduct omission breach or repudiation by the Contractor or the Company or by any forbearance whatsoever on the part of the Company.

IN WITNESS WHEREOF the parties have caused their Common Seals to be hereunto affixed the day and year first before written.

THE COMMON SEAL OF THE COMPANY OF _____ THE COMMON SEAL OF.....

.....

.....
was hereto affixed in the presence of:

.....hereunto affixed
is authorised by the undersigned a person duly
authorised in that behalf

DIRECTOR

AUTHORISED OFFICER

SECRETARY

SECTION 1

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. The Tenderer shall obtain at his own expense all information necessary for making a Tender and must undertake an adequate inspection of the sites and examine and consider all matters referred to in the documents.
2. It should be noted that several Works sites are not directly accessible from the Public Highway and are located to the rear of private property. Tenderers wishing to inspect these sites or require access into sites to make inspections of the plant and equipment must make arrangements with Steve Sherwood, telephone 01264 405515 (the "Contract Administrator") giving a minimum of 48 hours' notice and a list of sites to be inspected. All such inspections will be accompanied.
3. The resultant Contract will be for one plus one years and the rates as quoted in the Tender Documents shall remain fixed from the date of commencement of the Contract and thereafter be reviewed annually in accordance with the "Method of Review" as defined in the Conditions of Contract with increases or decreases to take effect from 1st April 2022, this being the review period.
4. The Tenderer shall return his Tender strictly in accordance with the instructions contained in the letter of invitation. Any Tender which does not fully comply with the requirements of these instructions will be rejected by the Company.
5. The Tenderer shall complete the Form of Tender together with the Bill of Quantities, and other Schedules attached to the Documents. No alterations shall be made by the Tenderer to any part of the Tender Documents other than the filling up of blanks intended to be filled up by the Tenderer. Aster Group (the "Company") reserves the right to reject any Tender which does not comply with the requirements of this paragraph.
6. The Company is not bound to accept the lowest or any Tender, nor does it bind itself to consider a conditional Tender.
7. Every Tenderer before making his Tender shall peruse and consider all the Tender Documents and shall obtain for himself on his own responsibility and at his own expense all the information necessary for making a Tender. He shall inspect the sites and surroundings, the means of access thereto and egress there from and shall by his own independent observations and enquiries fully inform and satisfy himself as to the nature, extent and practicability of the works and all other points which may in any way affect his prices inserted in the Bills of Quantities and Schedule of Rates. No claims will be entertained for any alleged deficiency, error or inaccuracy of the description or other information contained in the Tender Documents, which the Tenderer could have reasonably been expected to confirm for himself.
8. Any doubt or obscurity as to the meaning or intentions of the Tender Documents shall be set out in writing to the Contract Administrator and an explanation obtained prior to the submission of the Tender. Such explanations by the Contract Administrator shall be as a matter of assistance to the Tenderer, but they shall not be construed as to add to, or take away from, or otherwise alter the meaning or the intent of the Tender Documents. Any information so supplied to any Tenderer by way of explanation will be supplied also to all other persons invited to Tender for the Contract.

9. If it is found on examination of the Tender that there is any discrepancy between the total amount inserted in the summary page and the amount arrived at by valuing the items set out in the Bills of Quantities and Schedule of Rates, then the Tenderer shall be called upon to alter the said extension and/or totals. If the Tenderer shall not make such alterations as directed within seven days after notice in writing by the Contract Administrator requiring him to do so, or within such further time as the Contract Administrator shall allow for that purpose, such Tender shall be deemed to be rejected unless the Contract Administrator shall otherwise direct. If the Company receives in its opinion an abnormally low Tender it reserves the right to request a written explanation from the Tenderer which will be taken into account when awarding any Contract. The Company's decision in this matter is final.
10. Tenderers shall provide the following documentation/information as part of their Tender submission:-
- (a) A copy of the Contractor's Health and Safety Policy
 - (b) The name and CV of the Contractor's Safety Officer
11. **Aster Group intends to award the contract to the Tenderer offering the most economically advantageous tender. Tenderers are advised that Tenders will be evaluated under the following criteria:-**
- I. **Price – will contribute 70% to the overall score**
 - II. **Quality – will contribute 30% to the overall score. The Quality Questions are identified hereafter in these Instructions to Tenderers.**

The Tenders will be scored using the scoring principles that follow in the Scoring Table. The overall weighting against the financial submission and each question will be as detailed in the Weighting Information below.

Scoring Table (For Questions)

SCORE	SCORING PRINCIPLES – CRITERIA
0	Below Acceptable Threshold: The quality of the response and evidence fails to properly address any issues or the evidence is unacceptable or non-existent.
1-3	Poor: The quality of the response and evidence is deficient in a number of areas leaving important gaps in information.
4-6	Satisfactory: The quality of the response and evidence is acceptable but there are some minor reservations.
7-8	Good: The quality of the response and supporting evidence fully meets expectation.
9-10	Outstanding: The quality of the response and supporting evidence significantly exceeds expectation. The response provides a clear and strong understanding of the issues and demonstrates that the organisation is committed to continuous improvement.

Weighting Information:

Quality: The Bidder responses to the questions will contribute 30 marks to the overall score. The questions are weighted as follows:

- Question 1 – 5% of overall score
- Question 2 – 5% of overall score
- Question 3 – 25% of overall score

Price: The lowest priced tender will be awarded 70 marks. The remaining tenders will be awarded marks pro-rata to the percentage by which their tender exceeds the lowest priced tender. For example, if the second lowest tender is 10% more expensive than the lowest tender, they will receive 7 less marks (i.e. a score of 63).

Evaluation Guidance (For Questions):

Your response should be in sufficient detail, with clear and succinct points, to demonstrate to the Authority that you have fully understood all of the issues affecting the site and have assembled the team, expertise and management strategy to deliver a successful project.

12. The Company shall not be responsible for or pay any expenses or losses incurred by the Tenderer in the preparation of their Tender or by any Tenderer who fails to Tender.
13. Direct or indirect canvassing of any board member, employee or agent of the Company by any Tenderer concerning this requirement, or any attempt to procure information from any board member, employee or agent of the Company concerning this Tender may result in the disqualification of the Tenderer from consideration for this requirement.
14. **QUALITY QUESTION 1 (5% of overall score):** Tenderers must submit with the Tender details of the insurances which they intend to use to meet the requirements of the relevant clauses in the Conditions of Contract. Any policy shall cover the whole of the minimum amount stated in the Appendix to the Form of Tender.

The successful Tenderer will be required to complete all forms of insurance after the acceptance of the Tender by the Company.
15. The Company may require a Performance Guarantee by a Parent Company in the form incorporated in the Tender Documents. Tenders must therefore confirm that such a guarantee will be provided should it be requested.
16. **QUALITY QUESTION 2 (5% of overall score):** The tenderer will be required to enter into a performance bond in the form incorporated in the Tender Documents. (See pages 6,7 and 8 for sample form of bond)
17. Tenderers are required to acknowledge receipt of the Tender Documents in writing to the Contract Administrator within three days of receipt.
18. In the event of a Tenderer not wishing to submit a Tender, all Documents should be returned to the Contract Administrator on, or before, the closing date, but not in the envelope provided.

19. **QUALITY QUESTION 3 (20% of overall score):** Tenderers must submit as part of their Tender, details as to how they intend to carry out the services required under the Contract including:-
- (i) The number and qualifications of staff to be employed.
 - (ii) Details of plant and equipment to be utilized.
 - (iii) Details of working methods and any quality assured procedures.
 - (iv) Arrangements for dealing with emergency and non-scheduled maintenance works.
 - (v) Any other information the Tenderer considers relevant to demonstrate the ability of the Tenderer to carry out the services required under the Contract.

As part of the Tender evaluation process and prior to the acceptance of a Tender, Tenderers may be requested to attend the offices of the Company to present their proposals to a panel comprising of Officers of the Company and the Company's Technical Advisors.

20. In the majority of cases, the Company has prepared Operation and Maintenance Manuals for Wastewater Treatment Works. By the commencement of the contract, O & M Manuals will be available for each site. Please contact Steve Sherwood, telephone 01264 405515 at the offices of the Company during normal office hours.
21. **PLEASE NOTE THAT THE TUPE PROVISIONS DO NOT APPLY TO THIS CONTRACT. NO STAFF WILL BE TRANSFERRED FROM ASTER PROPERTY TO THE SUCCESSFUL TENDERER.**
22. These instructions shall be deemed to form part of the Tender Documents.

SECTION 2

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

1. Definitions and Interpretations

- 1) In this Contract save where the context otherwise requires, the following expressions shall have the meanings assigned to them:-
 - a) "Appendices" means the appendices annexed hereto.
 - b) "Company" means ASTER GROUP acting for Aster Communities and Synergy Housing Ltd and includes the Company's representative or successors.
 - c) "Contract Administrator" means the Head of Asset Management of Aster Group or his authorised delegate.
 - d) "Contractor" means persons firm, or company whose Tender is annexed hereto and includes the Contractors personal representatives' successors and permitted assignees.
 - e) "Supervising Officer" means the person or person notified in writing to the Contractor to be the Supervising Officer for the Works whom shall supervise the day to day progress of the Works.
 - f) "Specification" means the specification for the Works.
 - g) "Tender Sum" means the total amount inserted by the Contractor in the Form of Tender.
 - h) "Contract Period" means that period starting the date notified for the commencement of the performance of the contract and continuing for the period specified in the Appendix to Tender form submitted under Aster Group Conditions of Contract
 - i) "Initial Contract Period" relates to the initial 1 year term
 - j) "Extended Contract Period" relates to any agreed extension of the Initial Contract Period
 - k) "Services" means the whole of the work to be carried out, services to be undertaken or goods to be supplied by the Contractor in accordance with the Contract.
 - l) "Site" means the location or locations of the Works described in the Specification.
 - m) "Works" means the Works described in the Specification, Schedules and Bills of Quantities.
 - n) "Equipment" shall mean any machinery or plant used in the performance of the Contract.
 - o) "Materials" shall mean all materials necessary for the performance of the Contract.

- p) “Or similar” means equivalent standard of quality for materials and labour.
- q) “Commencement Date” means the date the Contractor will be required to commence the performance of the Contract as notified by the Contract Administrator..
- r) “Day work Rates” means the rates for the performance of additional services described in the Rates for Non-scheduled work.
- s) “Conditions” means these conditions any supplementary conditions and any modifications thereof.
- t) “Tender Documents” means the Tender and accompanying documentation relating to the operation and maintenance of Wastewater Treatment Works including the removal and disposal of Septic Tank liquor and sludge
- u) “Review Dates” means the 1st April each year with the first review being 1 April 2022, or when deemed necessary by Aster
- v) “Review” means the review of the annual Contract Price and Daywork Rates to be undertaken on the Review Dates.

2)

- 3) The headings and notes in the Conditions of Contract shall not be taken into consideration in the interpretation or performance of the Contract.
- 4) All numbered references refer only to clauses and sub-clauses in the Conditions of Contract.

2. Supervising Officer

- 1) Within seven calendar days of formal acceptance of a Tender the Company shall confirm to the Contractor the name and normal place of work the person nominated as the Supervising Officer.
- 2) The Supervising Officer may from time to time appoint in writing any number of persons to assist the Supervising Officer in the exercise of his functions.
- 3) The Contractor shall not question the existence or extent of the authority of any person authorised by the Supervising Officer to act on his behalf.

3. Contract Period

- 1) This Contract shall extend for the period specified in the Appendix to the Form of Tender and shall not be terminable by either party within that period save in accordance with the Conditions. This is initially for a period of 1 years with the options to extend the Contract for a further two periods of 1 year, dependant on satisfactory performance and by agreement between the Company and the Contractor.
 - 1. This Contract shall commence on the Commencement Date and shall terminate automatically:
 - a. (subject to Clause 3.2) after the expiry of the Initial Contract Period; or

- b. such earlier date on which the Contract terminates in accordance with its terms.
2. This Contract may be extended for the Extended Contract Period by service of written notice by the Company on the Contractor not less than 3 months prior to the expiry of the Initial Contract Period at the entire discretion of the Company.

4. Assignment and Sub-letting

- 1) The Contractor is prohibited from sub-letting, transferring and assigning directly or indirectly any part of the Works either in whole or part without the prior consent in writing of the Company. Should the Contractor wish to sub-contract any part of the Works, he must before commencing work write to the Supervising Officer with the proposed details to request prior approval from the Company. The Supervising Officer may issue instructions to the Contractor to have any person, persons or company removed from the Site if it is found that such approval has not been granted by the Company for their employment in connection with the Works.

5. Tender Documents

- 1) The Contractor shall refer to and be responsible for interpreting the Specification, Schedules, Bill of Quantities and these Conditions of Contract as to their effect upon the amount of his Tender and all matters appertaining to the Contract with the Company.

6. Method of Review

The rates as contained within the Schedules, the Bills of Quantities and the rates for non-scheduled work, including Daywork Rates shall be increased or decreased on the Review Dates by a factor calculated using the Consumer Price Index all items monthly index for the preceding September. Details from: www.statistics.gov.uk/rpi

Should the Contract be extended for the Extended Contract Periods, the increase in the above rates will form part of the negotiations, the parties will agree the terms of the extension contract 3 months prior to the expiry of the Initial Contract Period, or failing agreement the above indexation method shall apply.

7. Inspection of Sites, Documentation, Extent and Nature of Contract

- 1) Prior to the Commencement Date, the Contractor shall have visited the sites and their surroundings and examine all documentation available at the offices of the Company and thoroughly acquaint himself with the exact nature and requirements of the sites and shall take account of all factors necessary to carry out the Works in accordance with the Specification and these Conditions, and in general shall obtain all necessary information relating thereto upon which to base his Tender.
- 2) At the time of entering into the contract, the Contractor will have carried these actions out or had the opportunity to have done so. The Contractor shall be deemed to have satisfied himself in respect thereof and no additional payments will be allowed for during the course of this Contract as a result of the Contractor's failure to observe the requirements of this clause.
- 3) Any dimensions given in the Specification or plans supplied are to be read as approximate and the Contractor must not scale off any such plan.

8. Programme and Method of Work

- 1) The programme, methods of work and all matters of detail shall be carried out in accordance with details approved by the Supervising Officer.
- 2) Within 14 days after the acceptance of his Tender the Contractor shall, unless provided for within the Tender Documents, submit to the Supervising Officer for his approval details showing the order of procedure with dates in which he proposes to perform the whole of the Contract. Thereafter he shall provide any additional details and information as the Supervising Officer may reasonably require.
- 3) The Contractor shall also provide information to the Supervising Officer a general description of the arrangements and methods he proposes to use to perform the Contract. The information to be provided to include manpower levels, details of equipment to be used, and any such information as the Supervising Officer may reasonably require.
- 4) When the Contractor is formulating the Programme the Contractor must include and make allowance for holiday periods, sickness, availability of suitable labour and any other factors, which may affect progress of the Works.
- 5) If at any stage during the Contract Period it appears to the Supervising Officer that the performance of the Contract does not conform to the agreed details the Supervising Officer shall be entitled to require the Contractor to conform to the agreed programme or to produce revised details to ensure compliance with the Contract.

9. Approval of Programme and Method of Work

- 1) The Supervising Officer will at all stages of the Contract Period inform the Contractor in writing within a reasonable period that either:-
 - a) The Contractor's proposals have the approval of the Supervising Officer.
 - or
 - b) In what respects the Contractor's proposals do not meet the requirements of the Contract.
- 2) The Contractor shall make such changes or take such steps as necessary to obtain the approval of the Supervising Officer within a timeframe as set out in the written notice from the Supervising Officer.

10. Records and Information

- 1) The Company shall be ultimately responsible for any information that may be required to be kept or provided to external agencies such as the Environment Agency, and therefore the Contractor shall keep and provide as necessary such information and records on the performance of the Contract in accordance with the Specification or as the Supervising Officer may reasonably require.

11. Emergency Work

- 1) The Contractor shall be required to provide a 24 hour a day emergency call out service for each and every day of the Contract Period, giving a response time to site of no more than 2 hours from time of notification of fault or failure.

12. Employees

- 1) The Contractor shall at all times during the Contract Period employ sufficient persons for the proper performance of the Contract.
- 2) The Contractor shall at all times during the Contract Period employ such persons of abilities and skills to supervise the performance of the Contract in a proper and continuous manner.
- 3) The Contractor shall appoint a competent and experienced person who will be in full charge of the performance of the Contract. The appointment shall be approved by the Supervising Officer. Such person is to be available during the normal working hours of the Company and during the performance of the Contract under the Contract or at such other times as specified by the Company and give such time as the Supervising Officer deems necessary for the superintendence of the Contract.
- 4) The Supervising Officer shall be entitled to require the Contractor by notice in writing to remove from the performance of the Contract or discipline any employee of the Contractor specified in such notice if in the opinion of the Supervising Officer the employee is not of the best standard available or is not competent or displays unsatisfactory conduct. The Company shall not be liable either to the Contractor or to the employee in respect of any liability, loss or damage occasioned by such removal or disciplinary action and the Contractor shall fully and promptly indemnify the Company against any claim made by such employee.
- 5) The Contractor shall recognise the right of his employees to join a Trade Union of their choice.
- 6) The Contractor shall ensure that all persons employed in the performance of the Contract shall at all times be responsibly attired in appropriate identifiable uniforms or clothing.
- 7) Employees of the Contractor shall carry at all times identity cards in a form approved by the Supervising Officer and make such cards available for inspection on request by any employee of the Company.
- 8) When requested to do so or when communicating with other persons as a representative of the Contractor in performing the Contract they shall be required to disclose their identity.

13. Health and Safety

- 1) The Contractor shall maintain procedures under and at all times comply with the requirements of the Health and Safety at Work Act 1974 and with any and all Regulations Rules and Orders made under that Act and/or with any re-enactment of the same.
- 2) Following acceptance of the Tender by the Company and prior to commencement of the Works, the Contractor shall submit to the Company a copy of the Contractor's Health and Safety Method Statements, and Risk Assessments for carrying out the works under the Contract.
- 3) The Contractor shall within seven days forward to the Supervising Officer a copy of all accident reports.

- 4) The Contractor shall comply with, abide by, submit to and perform all stipulations, directions and prohibitions in all Workplace Regulations, Codes of Practice, procedures, Rules Policies and Reporting Requirements currently employed and observed by the Company in connection with the health, safety and welfare of its employees (hereinafter collectively referred to as “the Workplace regulations”) including any such workplace Regulations as may reasonably and lawfully be brought into force during the Contract Period.

The said Workplace Regulations refer to but are not limited to:-

- Health and Safety
- Welfare
- Violence to Staff
- Electricity in the Workplace
- COSHH
- Alcohol and Drug Abuse
- Risk Assessment
- Protective Clothing
- Smoking
- Technology
- Medical Screening for Women
- Workplace Access for Health and Safety Inspectors
- Noise Control
- The Construction (Design and Management) Regulations 2015 (CDM Regulations)

- 5) For the enforcement of the provisions as laid out in this Clause covering Health and Safety the Contractor shall use its Health and Safety Officer.
- 6) The Company’s Safety Officer shall be given free and unfettered access at all times to all areas of the workplace or other area where operations under the Contract are carried out and to all relevant documentation in order that he may carry out his checks and inspections relating to health, safety and welfare.
- 7) Upon the issue by the Company’s Safety Officer of any Notice or verbal or written instructions relating to any breach or non-compliance with any Act, Regulation, rule, Order or Workplace regulation by the Contractor or his Sub-Contractors the Contractor shall immediately and entirely at his own expense take the steps required by such Notice or instruction necessary to remedy the breach or non-compliance.
- 8) The Company’s Safety Officer shall be empowered to direct the Contractor to stop work on any part of the Contract when he reasonably believes that there has been a breach of or failure of compliance with any Act, Regulation, Rule, Order or Workplace Regulation relating to the health, safety or welfare of the Contractor’s own employees and all other persons lawfully involved in the Contract.
- 9) No payment will be made for any part of the Contract omitted as a result of a cessation of the Works required by the Company in consequence of any such breach or failure or compliance as previously described. No additional payment will be made for steps which the Company’s Representative requires the Contractor to take to remedy such breach or failure in compliance.

- 10) The Contractor shall be responsible for securing compliance with all matters relating to health, safety and welfare. Such responsibility shall extend to any sub-contractor or consultant employed by the Company and placed under the control of the Contractor for the purposes of this agreement. The foregoing shall also extend to the Company's in-house labour resources as and when so employed.

14. Excepted Risks

- 1) The "Excepted Risks" are riot, war invasions, act of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or a cause due to use or occupation by the Company, his agents, servants or other contractors (not being employed by the Contractor) of any buildings of the contract.

15. Nuisance and Damage

- 1) The performance of the Contract shall be carried out in a manner without causing unreasonable noise, nuisance, damage or a disturbance. The Contractor shall indemnify the Company from and against any liability for damages on account of any such unreasonable noise, nuisance, damage or disturbance whilst performing the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.
- 2) All operations necessary for the purposes of the Contract shall so far as compliance with the requirements of the Contract permits be performed so as not to interfere unnecessarily with the access of the public or occupants whether in possession of the Company or of any other person and the Contractor shall indemnify the Company in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters.
- 3) The Contractor will be responsible at his own cost for the complete reinstatement of any privately owned or Company owned property, which is damaged or disturbed by the Contractor's operations. This includes damage to drives, fencing and boundary walls, footpaths, gardens, tank covers, vent pipes, dip pipes, scum boards, mechanical and electrical equipment.
- 4) The Contractor will be responsible for reporting to the Supervising Officer any damage to installations, access tracks or private property as and when such damage is discovered or occurs during the performance of the services for the Contract Period. The reporting of such occurrence shall take place immediately after damage or loss becomes evident.
- 5) To the extent that any such damage, loss or injury arises from any of the Excepted Risks the Contractor shall if required by the Supervising Officer repair and make good at the expense of the Company.

16. Insurances

1. Liability and Insurance

1.1. Unless otherwise agreed, the Supplier will maintain the minimum insurances set out below throughout the guarantee period for Goods and/or throughout the period during which the Services and/or Works are provided (and in the case of professional indemnity insurance for 6 years after the last part of any Works and/or Services are carried out):

- a. If required by the Relevant Aster Company, Product Liability Insurance (for Goods) - £5 million;
- b. If required by the Relevant Aster Company, Professional Indemnity Insurance (for Services and Works) - £5 million any one claim basis of cover ;
- c. Public Liability Insurance (for Services and Works) - £5 million;
- d. Employer's Liability Insurance (for Services and Works) – £5 million.

1.2 The Supplier will indemnify the Relevant Aster Company for any liability, loss, damage, injury, cost or expense sustained by the Relevant Aster Company to the extent that such liability, loss, damage, injury, cost or expense arises from a breach or negligent performance or failure or delay in performance of these Terms or any Special Terms by the Supplier and any Applicable Law, including Data Protection Legislation.

1.3 The Supplier will indemnify the Relevant Aster Company for any claim made against it in respect of any liability, loss, damage, injury, cost or expense sustained by the Relevant Aster Company's employees, agents or customers or any third party to the extent that such liability, loss, damage, injury, cost or expense arises from fulfilling an Order as a consequence of a breach or negligent performance or failure or delay in performance of these Terms or any Special Terms by the Supplier and any Applicable Law, including Data Protection Legislation.

17. Giving Notice and Payment of Fees

- 1) Except where expressed otherwise, the Contractor shall give all notices and pay all fees required to be given or paid by any Act of Parliament or any Regulation or Bye-Law of any local or other statutory authority in relation to the performance of the Contract and by the rules and regulations of all public bodies and companies whose property or rights are or may be affected in any way by the performance of the Contract. The Contractor shall include in his prices for all such fees.
- 2) The Contractor shall ascertain and conform in all respects with the provisions of any general or local Act of Parliament and the Regulations and Bye-Laws of any local or other statutory authority which may be applicable and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Company indemnified against all penalties and liability of every kind for breach of any such Act, Regulation or Bye-Law. Provided that:
 - (a) The Contractor shall not be required to indemnify the Company against the consequences of any such breach, which is the unavoidable result of complying with the Specification or instructions of the Supervising Officer.
 - (b) If the Specification or instruction of the Supervising Officer shall at any time be found not to be in conformity with any such Act, Regulation or Bye-Law the Supervising Officer shall issue such instructions including the ordering of a variation under Clause 27 as may be necessary to ensure conformity with such Act, Regulation or Bye-Law.

18. Utility Bills

- 1) The Contractor shall pay direct all charges in connection with the supply of any water, electricity and telephone services used in the performance of the Contract and running of the treatment and pumping plant.

19. Wastewater Liquor and Sludge Disposal Charges

- 1) The Contractor will be responsible for paying all charges relating to the removal, transport and disposal of wastewater liquor and sludge from the wastewater treatment works and septic tanks as specified and included in the Schedules and Bills of Quantities. Disposal costs payable to Southern Water Services Ltd or Wessex Water Services Ltd are to be reclaimed from the company on a monthly basis with a copy of the invoice detailing quantity and strength. An annual administration charge may be made for this service. This cost is to be entered in the summary total under section 5.
- 2) Disposal of liquor and sludge to land, water courses or private or public sewerage systems will not be permitted. Disposal will only be permitted at an authorised Southern Water Services Ltd or Wessex Water Services Ltd Wastewater Treatment Works site.

20. Consent Licence Charges to the Environment Agency

- 1) The Company will be responsible for the payment of charges direct to the Environment Agency for annual licence fees relating to Consent to Discharge Licences.

21. Prevention of Corruption

- 1) The Company shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Company, or for showing or forbearing to show any favour or disfavour to any person in relation to the Contract or any other contract with the Company, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Company, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts, 1889 to 1916, or shall have given any fee or reward.

22. Gratuities

- 1) The Contractor shall not, whether by himself or by any person employed by him to perform the Contract, solicit any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Contract other than bona fide charges approved by the Company.

23. Human Rights Act 1998 ("the Act")

- 1) The Company takes the preliminary view that it may be considered to be a public authority for the purposes of the Human Rights Act 1998 ("the Act").
- 2) Tenderers are advised to take independent professional advice on the application of the Act and the Convention rights there under to any Contract which might result from any Tender submitted by the Tenderer.
- 3) So far as the Company is aware there is nothing within these Tender Documents which is incompatible with the Act and the said Convention rights. The Contractor shall in any Contract resulting from this Tender be required by the Company to indemnify the company against any breach by the Contractor of the provisions of the Act.

24. Modern Slavery Act 2015

- 1) In performing its obligations under the agreement, the Contractor shall and shall ensure that each of its subcontractors shall:
 - (a) Comply with all applicable laws, statutes, regulations in force from time to time including but not limited to the Modern Slavery Act 2015; and
 - (b) Take reasonable steps to ensure that there is no modern slavery or human trafficking in the Suppliers or subcontractors supply chains or in any part of their business
- 2) The Contractor represents and warrants that:
 - (a) Neither the Supplier nor any of its officers, employees or other persons associated with it:
 - i. has been convicted of any offence involving slavery and human trafficking; and
 - ii. having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 3) The Contractor shall implement due diligence procedures for its own suppliers, subcontractors and other participants to ensure that there is no slavery or human trafficking in its supply chains.
- 4) The Contractor shall notify Aster as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 5) The Contractor shall prepare and deliver to Aster no later than April each year, an annual slavery and human trafficking statement setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 6) The Contractor shall maintain a complete set of records to trace the supply chain of all goods and services provided to Aster in connection with this agreement.
- 7) The Contractor shall implement a system of training for its employees to ensure compliance with the principles of the Modern Slavery Act 2015 and the prevention of modern slavery or human trafficking.
- 8) The Contractor shall keep a record of all training offered and completed by its employees and shall make a copy of the record available to Aster on request.
- 9) The Contractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act 2015.

- 10) Aster may terminate the agreement with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of Sub-Clauses 1, 2, 3 or 7.

25. Equal Opportunities

- 1) Following acceptance of his Tender and prior to commencing the Contract, the Contractor shall submit his policy document with respect to Equal Opportunities to the Supervising Officer for his approval.

26. Agency

- 1) The Contractor is not and shall not hold himself out as being the servant or agent of the Company.
- 2) The Contractor is not and shall not hold himself out as being authorised to enter into any Contract on behalf of the Company or in any other way to bind the Company to the performance, variation, release or discharge of any obligation.
- 3) The Contractor has not and shall not hold himself out as having the power to make, vary discharge or waive any Bye-Law or Regulation of any kind.
- 4) The employees of the Contractor are not, shall not hold themselves out to be and shall not be held out by the Contractor as being servants or agents of the Company for any purposes whatsoever.

27. Use and Occupation of Sites

- 1) At the Commencement Date the Company will grant the Contractor possession of the sites or part thereof to enable the Contractor to commence and undertake the performance of the Contract.
- 2) Any premises in the ownership of the Company and made wholly or partly available to the Contractor shall be occupied or used by the Contractor solely for the performance of the Contract.
- 3) In sites where security is maintained by means of locked doors and fences or the like the Contractor or his staff shall be required to ensure that the sites remain in a secure state for the performance of the Contract and at all other times. In the event of the Contractor leaving the sites for any period during the performance of the Contract or part thereof, the sites shall be left in a secure and safe state.
- 4) The Contractor shall in accordance with the requirements of the Supervising Officer neither hinder nor impede other Contractors employed by the Company and their workmen or the workmen of the Company.
- 5) The Contractor shall when attending third party land to investigate and clear network blockage or faults:
 - a) Liaise with the property owner / occupier in a professional manner to gain access to the pipe network.
 - b) Carry out the work as instructed or specified by the supervising officer in an efficient and safe manner.

- c) On completion of the work a full written report of the findings is to be provided to the supervising officer including as appropriate photographs. If the work was unsuccessful a full commenting and proposed recommendations to resolve any issue must be included in the report.
 - d) The third party land must be left in a clean tidy state.
- 6) The Contractor shall use his best endeavours to conserve water, electricity and telephone supplies in the performance of the Contract.
 - 7) The Company reserves the right for any of its employees or agents as authorised by the Supervising Officer to access the sites without prior notice to the Contractor.

28. Modifications and Omissions

- 1) The Supervising Officer shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to do the following:
 - (a) To omit and to cease to perform any part of the Contract for such a period as the Supervising Officer may specify.
 - (b) To perform the Contract or any part of thereof in such a manner as the Supervising Officer may specify.
 - (c) To perform such additional services as the Supervising Officer may require provided that such additional services shall be the same as or similar to the services under the Contract.
 - (d) Without prejudice to any other of the Conditions hereof no omission from, addition to or variation of the Contract shall be valid or of any effect unless it is agreed in writing and signed by the Supervising Officer.
 - (e) Save for an omission, addition or variation agreed pursuant to paragraph (d) of this sub-clause any provision inconsistent with the Conditions contained in any other document or in any oral agreement is agreed to be void and of no effect.

29. Measurement

- 1) Any error in description in the Tender Documents or omission therefrom shall not vitiate the Contract nor release the Contractor from the performance of the whole or any part of the Contract according to the Contract Documents or from any of his obligations or liabilities under the Contract. Any such error or omission will be corrected by the Supervising Officer and the value of the work actually carried out shall be ascertained in accordance with Clause 30, provided that there shall be no rectification of any errors, omissions or wrong estimates in the description rates and prices inserted by the Contractor in the Tender Documents.

30. Variations

- 1) All variations shall be given or confirmed in writing by the Supervising Officer. All orders for extra work shall be given in writing specifying the work to be done.
- 2) At the sole discretion of the Company, the adjustment to the Contract Price shall be determined by one of the following means:-

- (a) Where a priced Bills of Quantities or Priced Schedules of Rates forms part of the Contract Documents, the prices or rates contained therein shall be used for valuing similar work or as a basis for valuing work of a similar nature; or
 - (b) On a pro-rata basis from the main Works; or
 - (c) By mutual agreement in writing between the Contractor and the Company.
- 3) The schedule of locations and quantities contained in the Schedules are subject to variation. The Company cannot be held liable for the quantities stated which have been obtained from records of previous emptyings which clearly change according to the number of occupants and their lifestyle.
 - 4) The Contractor shall be aware that a number of the dwellings served under this Contract have been sold and are therefore in private ownership. In addition, it is possible that the number of sold properties will increase as the Contract progresses. Should there be any deletion from the Contract of any location; the Contractor will be informed in writing by the Supervising Officer giving a minimum of 30 days' notice, with proportional decrease in payment to the Contractor.
 - 5) It is agreed that the parties act in good faith and use reasonable endeavours to cooperate with each other in respect of a variation to the contract.

31. Monthly Statements

- 1) The Contractor shall submit to the Supervising Officer within 7 days of the end of each calendar month a statement showing:-
 - (a) His valuation in a form agreed by the Supervising Officer in respect of each aspect of the Contract up to the end of the preceding calendar month.
 - (b) The amounts to which the Contractor considers himself entitled in connection with any non-scheduled work, variations or additional services authorised by the Supervising Officer.
 - (c) A Health & Safety statement detailing any accidents or other health & safety related incidents including any 'near misses'.

32. Additions and Deductions

- 1) The Supervising Officer shall be entitled to amend any monthly statement in respect of
 - (a) The deduction for work not performed or work not done to a satisfactory standard.
 - (b) The variation by addition or deduction of the value of any additional work or omission, which has been duly authorised.

- (c) The deduction of any monies incurred determined under Clause 48 as a result of the issuing of Default Notices under Clause 48 sub-clauses (1) and (4).
 - (d) The deduction of monies due for services performed in accordance with Clause 48 sub-clause (5).
 - (e) The amount of the deduction monies under Clause 48 sub-clause (5) will be calculated on the basis of the actual costs and charges incurred by the Company.
- 2) If in issuing instructions or modifications under Clause 28 the Supervising Officer causes the Contractor to disrupt his arrangement or methods of work so as to cause him to incur costs considered by the Company to be beyond that reasonably to have been foreseen by an experienced Contractor at the time of Tender the Contractor shall be paid such costs as may be reasonable.

33. Certification

- 1) The Company shall pay to the Contractor within 30 days of the date of invoice (after deducting any previous payment on account) the amount which, on the basis of the monthly statement is due to the Contractor including the sum (if any) to be added by way of Value Added Tax.

34. Determination

- 1) The Company shall be entitled upon the happening of any of the following events to terminate the Contract immediately by written notice, issued in accordance with Clause 36, quoting the specific clause and reason for Determination and sent to the Contractor by Recorded Delivery.
- a) If the Contractor becomes bankrupt or makes a composition or arrangement with his creditors or has a winding up order made or a resolution for voluntary winding up passed or a receiver or manager of his business is appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge, the Company without prejudice to any other rights or remedies, by notice in writing served by recorded delivery, immediately determine the employment of the Contractor under this Contract.
 - b) If the Contractor receives 5 or more Default Notices in any one month or more than 10 Default Notices in any three months period
 - c) If the Contractor fails to proceed with the Works with reasonable diligence
 - d) If the Contractor refuses or persistently neglects to comply with a written instruction from the Supervising Officer to remedy sub-standard work or materials and by such refusal or neglect the Works performance is materially affected
 - e) If the Contractor persistently fails after written warnings to keep to his programme or does not employ sufficient labour and/or supervisory staff which might prejudice the safe and efficient operation of the Works.

- f) If the Contractor fails to comply with any of the clauses in these Conditions of Contract.
- 2) Upon such termination:-
- (a) The Contractor shall, forthwith cease to perform any of the services.
 - (b) The Contractor shall fully and promptly indemnify the Company in respect of the cost of causing to be performed such services as would have been performed by the Contractor during the remainder of the Contract Period to the extent that such cost exceeds such sums as would have been lawfully payable to the Contractor for performing such services. The Company shall be at liberty to have such services performed by any persons (whether or not servants of the Company) as the Company shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having such services performed.
 - (c) The Company shall be under no obligation to make any further payment to the Contractor and shall be entitled to retain in its hands any payment which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Company all sums due under this Contract or to deduct therefrom any sum due from the Contractor under this Contract.

35. Disputes

- 1) If any dispute or difference shall arise between the Contractor and the Company touching or concerning or otherwise relating to this Contract, such dispute or difference shall be escalated through a 4 stage process:
 - a) Negotiation between Supervising Officer and the appropriate Contractor contact
 - b) If not resolved within an agreed time limit, escalation upward to the Contract Administrator and the appropriate Contractor contact.
 - c) If not resolved within an agreed time limit, referral to mediation
 - d) If not resolved within an agreed time limit, referral to an arbitrator as described below.
- 2) In the event of failure of the parties to agree the single arbitrator then the dispute shall be referred to such person as the President of the Institute of Arbitrators may appoint and the decision of such person shall be final and binding on both parties.
- 3) Provided that nothing herein shall be construed to authorise any reference to arbitration as to any matter or question which is expressly or by implication required or permitted to be decided by the Contract Administrator or shall it authorise any such reference or any matter or question in which the total amount, sum or value involved is less than one hundred pounds (£100) in which latter event such other matter or question shall also be determined by the Contract Administrator, whose decision shall be final and binding on all parties.
- 4) The fee of the appointed arbitrator shall be borne by the parties in equal shares.

36. Notices

- 1) No notice to be served upon the Company shall be valid or effective unless it is sent by pre-paid post or delivered by hand to the Company at the Company's last known address.
- 2) Any notice to be served upon the Contractor shall be valid and effective if it is sent by pre-paid post or delivered by hand to the registered office, principal place of business or to the premises referred to in the Tender Documents or is delivered by hand to a Director Proprietor or other responsible representative of the Contractor.

37. Performance Bond

- 1) The Contractor shall enter into a performance bond with a reputable company approved by the Company, which they shall be jointly and severally bound to the Company in a sum equivalent to ten percent of the first year's Tender Sum for the due fulfilment of the terms and conditions of the Contract.
- 2) In certain circumstances the amount of Bond may in the absolute discretion of the Company be reduced where the value of the contract is under £100,000.00 to nil and where the contract value is £1,000,000.00 or above to five percent of the contract sum. For contracts where the contract sum is between £100,000.00 and £1,000,000.00 the Bond shall remain at ten percent of the contract sum. PROVIDED that in determining whether to reduce the amount of Bond the Company shall not be required to justify its decision.
- 3) The Contractor will include the cost of the premium for the Bond in its Offer based on a bond of ten percent. If the Company decides in its absolute discretion to accept a lesser percentage sum the Contract Sum shall be reduced by the saving in cost of the premium for the Bond.
- 4) The Contractor shall pay the premium to the bondsman due there under.
- 5) Possession of the site shall not be taken until such time as the bondsman has been approved by the Company and the Bond has been furnished.

The Bond will not be released by the Company until:

- (a) all defects or items of work reported to the Contractor during this period, have been fully completed to the entire satisfaction of the Company.
 - (b) the final account for the Works has been agreed between the Contractor and the Company, and the account has been approved and certified by the Company's Internal Auditor.
- 6) The form of Bond shall be that as set out in the Schedule hereto and the Company shall accept no variation to the form thereof.
 - 7) The bond agreement is to be in strict compliance with all the standard conditions, as required by the Company's Director of Finance and in compliance with the Company's Financial Regulation Standing Orders relating to contracts.
 - 8) The bond will not be for any specific duration, but if the Contractor requires an expiry period, then the bond must be in place for a minimum period of 2 years from

the date of the agreement. In the event of the Contract being extended for the extended contract period. The Company will negotiate a new Bond with the Contractor.

- 9) Providing that the Contractor meets all the conditions as laid down under this Clause and Contract as a whole, when a request to release the bond has been received after the account has been passed by the Auditors, the Company will not raise any objections to the bond's release.

38. Supply of Documents

- 1) Upon accepting the Tender, one copy of the Conditions of Contract, the Specification and (unpriced) Bills of Quantities and Schedules of Rates shall be furnished to the Contractor free of charge. Copyright of the Specification and of the Bill of Quantities (except the pricing thereof) shall remain with the Company but the Contractor may obtain or make at his own expense any further copies required by him.

39. Observance of Statutory Obligations

- 1) The Contractor shall obtain all licences consents approvals permissions permits test and other certificates and authorisations (public or private) necessary for the carrying on of its business in the places and in the manner in which such business is now carried on, all of which are valid and subsisting.
- 2) The Contractor shall conduct its business in all respects in accordance with their obligations under this contract, as well as all applicable laws and regulations.
- 3) The Contractor shall provide evidence prior to contract signature, that it complies with the provisions of the Data Protection Act 1998 and all regulations made under that Act and has established procedures to ensure continued compliance with all such legislation.

40. Legal Fees

- 1) Each party shall bear its own legal and other fees in relation to the preparation and submission of the Tender Documents and any formal Contract documents arising therefrom.

41. Hours of Work

- 1) Normal hours of operation on site will be only between the hours of 9am to 6pm, Monday to Friday.
- 2) No scheduled maintenance or tank emptying working will be permitted on Saturdays, Sundays or Bank Holidays or weekday evenings without the prior consent of the Supervising Officer.

42. Work near or over Highways

- 1) The Contractor shall take all precautions to ensure that the Works are carried out so as to avoid causing any danger to persons in any highway and will provide and erect all necessary screens, barriers and signage required in this respect. The minimum standard shall be Chapter 8 of the Traffic Signs Manual.

43. Location of Works

- 1) The maps and plans provided with these Documents are intended to show details of the location of the sites. Aster Group does not guarantee the accuracy of the information.

44. Provisional Sums

- 1) Provisional sums have been included in the Bills of Quantities and the Contractor should note that these items will be deducted in whole or in part if not required and instructed within the Contract.

45. Works Upgrading Programme/Adoption by Southern Water Services Ltd

- (1) There is an ongoing capital programme of improvement and modernisation of the housing Wastewater Treatment Works to ensure that they comply with the current and future standards of the Environment Agency. The Contractor will comply with the Company's capital programme as required.
- (2) It is the policy of Aster Group to offer treatment works for adoption to Water Authorities under Section 102 of the Water Industry Act 1991 where they meet adoption standards. The Contractor will comply with the Company's capital programme as required.
- (3) The Contractor acknowledges that there are currently 2 no. treatment works are likely to form part of an application to Southern Water Services Ltd with possibly additional sites being offered during the Contract Period.
- (4) Appendices to the Specification provide further information regarding the improvement programme and the potential for possible adoption. The Contractor will comply with the Company's capital programme as required.
- (5) The contractor acknowledges that the Bill of Quantities provide entries for the Tenderer to adjust his prices to take account of the possible reduction in the number of wastewater treatment works to be maintained.

46. Minor Capital Works

- 1) The services included in this Contract cover the routine maintenance and cleaning of wastewater treatment works, reactive or emergency call outs and tank de-sludging and disposal together with the emptying and disposal of housing cesspools and septic tanks contents as more fully described in the specification.

- 2) The services do not include the major repair or replacement of mechanical and electrical equipment beyond the scheduled maintenance requirements which includes consumables such as oils, filters, Copasacs, cleaning materials, light bulbs, fuses, weedkiller, etc nor does it include the repair, painting or maintenance of buildings and structures (except specifically indicated). The Contractor will be deemed to have provided for consumables in his rates and prices in the Bills of Quantities.
- 3) Provisional sums for major repairs are included in the Bills of Quantities. Items needed to carry out major repairs to pumps, etc or major replacement components for works shall not be regarded as being included in the prices for Scheduled Maintenance. These major items and other materials required to carry out Emergency Work or Non-scheduled Work, may be supplied by the Contractor to the Company at cost price plus the percentage addition specified in the Schedule of Rates (for delivery, handling, etc). Alternatively, they may be purchased by the Company from a supplier direct, or from the Contractor at a price quoted by him, as the Supervising Officer sees fit. Such items will normally be fitted or installed by the Contractor as Non-Scheduled Work, (subject to the Company's Standing Orders) unless in any particular case the Supervising Officer in his discretion instructs a specialist contractor to install the item or component in question.
- 4) The Contractor will not supply any non-consumable items or components without prior written consent of the Supervising Officer. Where such non-consumable items or components are agreed and supplied by the Contractor, the Contractor shall invoice the cost as part of his monthly account and shall submit therewith a copy of the manufacturer's or supplier's invoice.

47. Works Performance Monitoring

- 1) The performance of the Contractor will be assessed by the Company against the following criteria:-
 - a) Environment Agency Consent Conditions. All treatment works have current discharge consents issued to the Company by the Environment Agency as indicated in the Appendices to the Specification. Regular sampling and testing to ensure compliance is carried out by the Agency on larger sites and those discharging effluent to sensitive receiving waters. It is anticipated that this regular regime of sampling and testing will be extended to other sites by the Agency during the course of the Contract.
 - b) Company Sampling and Testing. The Company will undertake a programme of sampling and testing at all works including works issued with a descriptive consent. The Company's monitoring conditions for works with descriptive consents are indicated in the Appendices to the Specification.
 - c) Contractors Sampling & Testing. The Contractor will undertake a programme of sampling and testing at all works at the frequencies stated in the Specification.

- 2) The Contractor's performance will also be assessed against the Specification and detailed maintenance schedules contained within the Bills of Quantities. Regular (eg monthly) monitoring reports should be made available to the Supervising Officer.

48. Defaults

- 1) The Contractor shall perform the Contract in accordance with the provisions of the Contract. In the event the Contractor either:-
 - a) fails to begin or complete any part of the work specified in the Tender Documents.
 - b) fails to carry out any services to which this Contract relates to the satisfaction of the Supervising Officer.
 - c) fails to comply with any reasonable instruction required by the Company to ensure that the Contractor complies with its obligations under the Contract.
 - d) fails to carry out works in accordance with the frequency of operations required in the Schedules and Bills of Quantities.

the Supervising Officer may serve a notice of default (a Default Notice) under the provisions of this clause and there shall be deducted from any sum remaining due to the Contractor or from the Contractor's valuation of the amount owing at the end of the month following the issue of the Default Notice or notices a sum determined in accordance with the provisions of Clause 47 of these Conditions.

- 2) At any time during the Contract Period the Supervising Officer may investigate each instance where the Contractor has failed to perform part or whole of the Contract in accordance with the provisions of the Contract.
- 3) Where the Supervising Officer is satisfied that in any particular case the Contractor has failed to perform the Contract in accordance with the provisions of the Contract he shall be entitled to instruct the Contractor to remedy the failure within a defined time limit (depending on the failure, to be advised by the Supervising Officer) and to comply therewith within such period as the Supervising Officer may determine.
- 4) In the event of the Contractor failing to comply with an instruction of the Supervising Officer issued under sub-clause (3) of this clause within the time specified therein the Supervising Officer shall be entitled to record in writing a Default Notice which shall be sent to the Contractor.
- 5) In the case of a failure to comply with an instruction of the Supervising Officer under sub-clause (3) without prejudice to any other remedy contained herein the Company may by its own or other workmen provide and perform such contract or such part thereof in which the Contractor has failed to perform to the satisfaction of the Supervising Officer.

49. Default Remedies

- 1) A deduction shall be made by the Supervising Officer from the monthly statement referred to in the Conditions in respect of Default Notices in accordance with the table below.

Table Showing Percentage Deductions

<u>Default Notices in Any One Month</u>	<u>Percentage Deduction From Monthly Instalment</u>
Up to 3	3
More than 3 but less than 6	5

- 2) In addition to any deduction, which may be made under sub-clause (1) of this clause, where more than 5 Default Notices are recorded in any one month period, or more than 15 in any three months period, the Company may determine the Contract in accordance with Clause 31.

- 3) If by reason of any accident or failure or other event occurring to, on or in connection with, any premises, depot, vehicle, plant or machinery or any part thereof occurring either during the performance of the Contract or at any other times any remedial or other work or repair shall in the opinion of the Supervising Officer be urgently necessary and the Contractor is unable or unwilling at once to do such work or repair, the Company may by his own or other staff do such work or repair, which the Contractor was liable to do at his own expense under the Contract.

All costs and charges properly incurred by the Company in so doing shall on demand be paid by the Contractor to the Company or may be deducted by the Company from any monies due or which may become due to the Contractor provided always that the Supervising Officer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

- 4) The Contractor shall indemnify the Company in respect of any claims or expenses (including any fine or penalty imposed by any Court or statutory body) relating to the discharge or escape of sewage or other polluting matter resulting from any error or omission of the Contractor or failure by him to carry out the services in accordance with the Contract. In particular this indemnity extends to any contravention of a Discharge Consent occasioned wholly or in part by such an error, omission or failure.
- 5) The Contractor shall pay for tankering costs incurred as a result of mechanical or electrical plant failure (save where the Contractor has indicated a potential fault to the Supervising Officer in advance of such failure occurring or where in the opinion of the Supervising Officer such failure was not attributable to the Contractor's failure to carry out the works in accordance with the Contract).

50. Discharge Consent Failures

- 1) Having regard to the importance attached to avoiding any breach of a Discharge Consent or other incident of pollution, the Contractor shall forthwith and in line with the "Emergency Plan" at Appendix 5, report to the Supervising Officer any defect or potential defect in any of the Works or equipment contained therein, which he discovers during the course of maintenance/cleaning operations, and likewise any indication that effluent being discharged may not be of the required standard.
- 2) In the event of a consent failure the Contractor shall follow the procedure as set out in the Specification.

51. Payment Provisions

- 1) Upon the Contractor carrying out its duty under the terms of this contract, the Company will make payment on a monthly basis within 14 days of the Contractor notifying the Company that payment is due.
- 2) This notification will be in the form of a monthly invoice.
- 3) The monthly invoice will be made up of 2 sums;
 - a) an amount equal to 1/12th of the annual contract sum
 - b) an additional specified amount will full cost details of any agreed variations, additions, deductions
- 4) The total monthly invoice charge will specify the required VAT charge as appropriate.

SECTION 3

SPECIFICATION

SPECIFICATION

1. Brief Description of Services to be Performed

- 1) The services to be performed consist of the following:
 - (ii) Servicing and Maintenance of wastewater treatment plants, septic tank systems and associated pumping stations including emptying and disposal of wastewater liquor and sludge. Also including routine maintenance and up keep of mechanical / electrical plant.
 - (iii) Reactive and emergency work as required to maintain the continuous function of the above wastewater works and systems.
 - (iv) Reactive and emergency work as required to maintain the function of the main drainage pipe network connected to the above wastewater systems.
- 2) These installations are owned by the company and serve properties owned by Aster Group along with properties in private ownership. In addition to residential properties there are two primary schools connected to two sites. It is possible that the company may permit further connections from commercial or other properties.
- 3) The services are to be carried out generally in accordance with the following:
 - a) The British water "Code of Practice for Maintenance & Servicing of small Wastewater Treatment Systems up to 50 PE and larger systems up to 1000PE" dated 2008.
 - b) The British waster "Code of Practice Guide to the Desludging of Sewage Treatment Systems dated 2008.
 - c) The various sites Operation and Maintenance Manual
 - d) This Specification

Should there be any conflict of requirements between the above documents than the specification and OM Manuals shall take precedence.

- 4) The following appendices are annexed hereto and shall form part of this Specification:-
 - Appendix 1 – Schedule of Wastewater Treatment Works
 - Appendix 2 – Treatment Works Discharge Consent Conditions (Environment Agency).
 - Appendix 3 - Utility Supplies to Wastewater Treatment Works & Periodic Inspection and Testing of Electrical Installations.
 - Appendix 4 - Examples of Maintenance and Works Diary Check Sheets and Emergency Call-Out Report.
 - Appendix 5 - Emergency Plan.

2. Volume of Work

- 1) There are 19 small wastewater treatment works and septic tanks / cesspools. The works range in size from very small works serving 4 properties to the largest works serving 76 properties. The septic tanks and cesspools serve between 1 & 8 properties.

3. Definitions

- 1) For the purpose of this Specification the following words shall have the following meaning, save where the context otherwise indicates:-

“Scheduled Maintenance” means the scheduled maintenance work set out in the Bills of Quantities and includes the items in Clause 10 of this Specification.

“Non Scheduled Maintenance” means work required by the Supervising Officer outside the “Scheduled Maintenance” work.

“Emergency Work” means work required which in the opinion of the Supervising Officer requires immediate attention or required as a result of call-out trigger levels specified in Clauses 7 & 8.

“Works” means a wastewater treatment works, pumping station, septic tank or cesspool.

4. Objectives of Aster Group

- 1) In general terms, as they affect the services to be performed, the policies and objectives of Aster Group are to provide an efficient, cost effective and environmentally acceptable means of disposing of wastewater from wastewater treatment plants and septic tanks.
- 2) In order to meet environmental requirements and Aster Group’ obligations under Section 88 and Schedule 10 of the Water Resources Act 1991, regular monitoring of the quality of treated effluent discharged either to watercourse or to land irrigation systems is carried out by the Environment Agency. Monthly sampling and reporting must be carried out by the Contractor as specified in Clause 21.
- 3) There has been an ongoing capital programme for modernising and improving all wastewater treatment works, which was completed (with the exception of one site) during 2004. The current details of each works is shown in Appendix 3. Where works meet adoptable standards these will be offered to Wessex Water Services under Section 102 of the Water Industry Act 1991. Up to 6 works could be considered for adoption during the Contract Period as indicated in Appendix 3.
- 4) Tenants, owner occupiers, Wessex Water Services Ltd and the Environment Agency are consulted whenever improvements and changes are planned.

5. Disposal of Effluent, Wastewater Liquor and Sludge

- 1) De-sludging and emptying of primary tanks, humus tanks and septic tanks is to be carried out by tanker. The provision of suitable vehicles and associated pumping equipment is the Contractor's responsibility.
- 2) It is the Contractor's responsibility to ensure that liquor and sludge is removed and disposed of in a safe, legal and non-polluting manner. Particular attention is to be paid to suction hose joints and joints to the tanker vehicle which must be water tight. All valves and joints on the tanker vehicle must be free from leakage whilst the vehicle is in motion. Tank covers, padlocks and other fixings are to be replaced following de-sludging/emptying. Any spillages to be washed down.
- 3) Prior to commencement of the Contract the Contractor will notify the Supervising Officer the name or names of the Southern Water Services Works sites which he proposes to use. All charges made by Southern Water shall be paid by the Contractor and the Contractor shall allow to recharge such charges in his tendered rates.
- 4) All wastewater treatment works have been issued with Discharge Consents by the Environment Agency. Regular sampling and testing is carried out by the Environment Agency and Aster Group to ensure compliance. The sampling and testing is to be carried out by the contractor as Clause 21.
- 5) Details of the relevant Discharge Consents are indicated in Appendix 4.

6. Scheduled Maintenance

- 1) The Contractor shall carry out the cleaning and maintenance functions as set out in the Bills of Quantities.
- 2) Scheduled maintenance includes routine cleaning, routine mechanical and electrical maintenance, pump servicing, tankering of liquor and sludge, septic tank emptying, together with the completion of work sheets.
- 3) The required programme of frequencies and nature of each service at each Works site is set out in the Bills of Quantities.
- 4) The Scheduled Maintenance items given in the Bills of Quantities should not be regarded as covering every detail of the services to be provided. The Contractor is required under this Specification to provide a complete routine maintenance service for the Works including all usual operations necessary to ensure a complete job and in the case of electrical and mechanical equipment all items of servicing recommended by the manufacturers, even if not specifically mentioned in the Bills of Quantities.
- 5) With the permission of the Supervising Officer, the Contractor may defer completion of some of the work scheduled for one month into the next where this is unavoidable and the Supervising Officer accepts that it is reasonable to defer the work in question. Nevertheless the Contractor shall make every endeavour to adhere to the intervals specified and failure to do so may warrant the issue of a Default Notice. Where work scheduled for one month is carried over into a subsequent month, the Contractor shall invoice the cost of it in his account for the month during which the work is actually completed, not the month during which it was programmed to be done.

7. Non-Scheduled and Emergency Works

- 1) In addition to Scheduled Maintenance work, the Contractor shall provide a service to carry out Non-Scheduled Work and/or Emergency Work as required by the Supervising Officer, or by a telemetry alarm signal or call centre giving rise to a call out condition. The service for emergency work shall cover a 24 hours a day, 7 days a week service including Public Holidays.
- 2) The Contractor shall ensure that attendance is made by suitably qualified staff appropriate to the situation giving rise to the dangerous instance, pollution incident or emergency to ensure effective remedial action.
- 3) The Contractor will be required to provide a telephone number to the Supervising Officer, which will be required to be manned at all times during the normal working day.
- 4) It will be necessary to contact the Contractor in an emergency situation at times outside normal working hours and the Contractor will be required to provide an 'out of hours' contact number also to be manned at all times.
- 5) Call-out for emergency and non-scheduled work can arise from works telemetry signals or from members of the public or via the Company or the Company's call-centre, which provides out of hours emergency cover. A list of Works provided with telemetry facilities is included in Appendix 5 to the Specification. The master station is located in the offices of the Company.
- 6) Non-Scheduled & Emergency Work shall be paid for at the rates included in the Rates for Non-Scheduled Work except that enhanced rates shall be payable for "out of hours" call-outs (see Clause 7.8 below).
- 7) If in the opinion of the Supervising Officer or as a requirement of a telemetry alarm or call centre call out condition, an emergency situation exists, then the Contractor shall respond as soon as reasonably practicable and in any event shall be at the site of the emergency within two hours of notification.
- 8) Where a call out for emergency work involves work during the hours from 1700 in the evening to 0800 in the morning or any time on a Saturday, Sunday or Public Holiday the enhanced hourly rates entered in the Rates for Non-Scheduled Work will be paid to the Contractor, in respect of those hours.
- 9) Non-Scheduled Work shall not include work required as a result of the Contractor failing to comply with his obligations, and in the event of such non-compliance, the Supervising Officer may use the default provisions in the Conditions of Contract (including the power to carry out works in default at the Contractor's expense).

8. Telemetry and Arrangements for Communication

- 1) At present, nineteen wastewater treatment works in Hampshire are equipped with a telemetry system, however additional sites in Dorset and Somerset will shortly be upgraded to include this functionality. A typical list of alarms and conditions is as follows:-
 - (i) Electricity supply failure
 - (ii) Engineer on site

- (iii) Tank high level alarm
- (iv) Mechanical, plant failure (eg pump)
- (v) Loss of rotation (eg distributor)
- (vi) Loss of power at telemetry system
- (vii) Loss of telemetry backup battery
- (viii) Lost configuration

A two hour response time will only be required for those alarm conditions which could give rise to a potential breach of consent or a flooding condition or where there is a risk to Health & Safety.

Alarms not requiring a two hour response time may be attended to during the next working day. The Company will identify those conditions where a two hour response time will be required and the arrangements for transferring this information to the Contractor.

9. Supply of Materials, Maintenance Check Sheets, Consumables etc

- 1) The Contractor shall at his own expense supply all materials, check sheets and consumable items required in the course of the Scheduled Maintenance. This includes (by way of illustration, but not limitation) diary sheets and forms as Appendix 8 and items such as cleaning materials, lubricants, light bulbs, fuses, copasacs, weed killers etc. The Contractor will be deemed to have provided for these costs in the rates and prices in the Bills of Quantities.

10. Summary of Requirements

1) Health and Safety

The contractor shall comply with the Health and Safety and Work Act 1974 and all relevant Regulations enacted by the Act including but not limited to the following:

- i. Electricity at Work Regulations 1989
- ii. Workplace (Health Safety and Welfare) Regulations 1992
- iii. Confined Space Regulations 1997
- iv. Work at Height Regulations 2005

The Site Rules must include:

- (a) Gas monitors are in good working order and are calibrated regularly in accordance with the Manufacturer's recommendations.
- (b) Confined spaces are tested for gases and oxygen deficiency prior to entry and not entered until safe to do so.
- (c) Ladders, platforms, handrails and tank covers are safe before accessing or using them.
- (d) Covers to electrical installations/boxes are not removed by any personnel other than a qualified electrician.
- (e) Pumps and other mechanical plant are isolated prior to carrying out any maintenance work.
- (f) Appropriate warning signs are prominently displayed.
- (g) Emptying of tanks on wastewater treatment works is performed as a two-person operation. (It is anticipated that the Contractor will arrange tank emptying coincidentally with a scheduled maintenance visit).

2) Electrical Checks

- (a) To be carried out in accordance with the plant manufacturer's requirements and current IEE Regulations. Any electrical faults found that require urgent attention must be reported to the Supervising Officer the same day. Installations will normally be inspected and tested every 3 years subject to the recommendations of the testing inspector as indicated in Appendix 3.

3) Grounds Maintenance

- (a) Grass cutting, weed killing and site cleanliness including the removal of leaves and other debris is the responsibility of the Contractor as scheduled in the Bills of Quantities. The contractor shall allow to cut back all shrubs and bushes which encroach onto the site. Any dangerous trees or branches, which may affect the proper functioning or maintenance of the treatment works must be reported to the Supervising Officer who will arrange for any necessary tree surgery to be carried out.

4) Sub-Surface Irrigation Systems

- (a) Sub-surface irrigation systems are to be jetted and cleared as directed by the Supervising Officer as a dayworks item in the Rates for Non-Scheduled Work.

5) Septic Tank and Wastewater Treatment Works Tank Emptying

- (a) Septic tanks and wastewater treatment work tanks are to be emptied by tanker at the frequencies indicated in Schedules 1 and 2 or as directed by the Supervising Officer.
- (b) Emptying includes the following:-
 - (i) Carrying out all necessary safety precautions.
 - (ii) Checking condition of covers and frames.
 - (iii) Assessing general condition of tanks as far as is practicable from the surface.
 - (iv) Reporting any defects found to the Supervising Officer.
 - (v) Breaking up surface crust, cleaning walls, weirs and channels
 - (vi) Cleaning up any spillages and ensuring covers are replaced and any locking devices are in place before leaving site.

6) Cleaning and General Maintenance

- (a) Cleaning, washing down, checking security of fences and gates, changing copasacs, distributor maintenance etc as more fully described in the Bills of Quantities.

7) Mechanical Maintenance

- (a) Mechanical maintenance to be carried out as described in the Bills of Quantities and in accordance with the plant manufacturer's recommendations.

11. General Requirements

- 1) The Summary of Requirements given in Clause 10 Sub-clauses (1) to (7) and the items included in the Schedules and Bills of Quantities should not be regarded as covering every detail of the services to be performed and the Contractor is required under the Specification to provide a complete routine maintenance service for the Works and Septic Tanks including all the usual operations and activities to ensure a complete job and in the case of mechanical and electrical equipment, all items of servicing recommended by the Manufacturers even it not specifically mentioned in the Bills of Quantities.

12. Communication and Administration

- 1) Matters of day to day management and administration of the Contract, including the issuing of general instructions to the Contractor, supervisory staff, authorisation of additional work and variation orders, issuing of any notices under the default provisions of the Contract and the certification of payments will normally be undertaken by the Supervising Officer.
- 2) Prior to commencement of the Contract the Company will confirm to the Contractor the powers and duties of the Supervising Officer.
- 3) Any powers or duties under this Contract not delegated to the Supervising Officer will remain with the Contract Administrator.

13. Payment Methods

- 1) In respect of Scheduled Maintenance, payment for this work will be by way of a monthly invoice from the Contractor in a format to be agreed with the Supervising Officer.
- 2) In respect of Non-Scheduled Work, the Supervising Officer will order such work by the issue of individual variation orders. (In some cases variation orders may be issued in retrospect where Non-Scheduled Works are required to be carried out urgently in order not to compromise health and safety or compliance).
- 3) Claims for payment from the Contractor in respect of variation orders for Non-Scheduled Work shall be submitted on a monthly basis in a format to be agreed with the Supervising Officer. Monthly claims from the Contractor for Non-Scheduled Work shall only include work completed during the preceding month.

14. Check Sheets, Record Keeping etc

- 1) The appropriate check sheet shall be completed by the Contractor in respect of each Scheduled Maintenance Service at each wastewater treatment works site and collated and forwarded to the Supervising Officer each week or as directed by the Supervising Officer. The Contractor shall not include the cost of any scheduled service in his monthly account unless the check sheet in respect of that service has first been so forwarded.
- 2) Example check sheets are given in Appendix 8 but may be modified in content and design by the Supervising Officer in consultation with the Contractor.

- 3) The Contractor will establish and maintain, in consultation with the Supervising Officer, such written or computerised maintenance records in respect of the Works in order that the Supervising Officer may manage and review the operation of the Contract in the most efficient and economic manner.
- 4) The Contractor shall instruct his operatives to complete a works reported diary sheet on each site visit in the form included in Appendix 8 (or such other format as may be agreed between the Supervising Officer and the Contractor) so as to draw the Supervising Officer's attention to any problems or potential problems, which may need further action. This requirement is additional to the requirement to notify the Supervising Officer of any hazardous or potentially polluting situation arising. Copies of diary sheets shall be forwarded to the Supervising Officer at the end of each week or as directed by the Supervising Officer.
- 5) The Contractor will report to the Supervising Officer all repairs and damages occurring during the performance of the Contract for the Contract Period. The reporting of such occurrence shall take place immediately after such repair or damage becomes evident or within 48 hours of the occurrence.
- 6) Where the Contractor is instructed to carry out Emergency Work (either by the Supervising Officer or via an emergency "out of hours" call-out situation) he shall ensure that the appropriate emergency work report sheet included in Appendix 8 (or other such format as may be agreed between the Supervising Officer and the Contractor) is completed and forwarded to the Supervising Officer within 24 hours.
- 7) The Contractor shall be required to provide to the Supervising Officer with a certificate, in an agreed form, indicating the amount of material removed from each specific tank (or tanks) on the stated date. The Contractor shall, prior to commencement of the Contract, submit details of the proposed method of metering, measuring or otherwise accurately recording the amount of material removed from each site.
- 8) The Contractor shall bear the cost of setting up and maintaining all record and invoicing systems and the provision of check sheets, diary sheets and report sheets to the approved format.

15. Works Upgrading Programme

- 1) There is an ongoing capital programme of improvement and modernisation of the Wastewater Treatment Works. Information on the modernisation programme and identification of any sites which may be offered for adoption under Section 102 of the Water Industry Act 1991 may be issued to the Contractor during the contract period.
- 2) The Contractor shall allow in his rates for continuing with the Scheduled Maintenance Works during the wastewater treatment works upgrading programme and for sharing occupancy of the site with the Main Civil Contractor and his Mechanical and Electrical sub-contractors. For the purposes of the Construction (Design and Management) Regulations 2007 the Principal Contractor for the site during the upgrading works will be the main Civil Contractor.
- 3) Following a Works upgrading and commissioning a revised Scheduled Maintenance check sheet will be prepared with items valued in accordance with Clause 27 of the Conditions of Contract.

- 4) At the commencement of the Contract there may be sites where Mechanical and Electrical plant is in warranty. A list of these sites, with the plant affected and the warranty expiry dates will be supplied to the Contractor by the Supervising Officer prior to commencement of the Contract.
- 5) In the event of any wastewater treatment works being offered for adoption under Section 102 of the Water Industry Act 1991 the Contractor will be given at least 3 months notice prior to the transfer date. The Bills of Quantities provide entries for the Contractor to adjust his prices to take account of the possible reduction in the number of sites to be maintained.

16. Odour Monitoring

- 1) The Contractor shall record any odour or odour complaints from neighbouring property owners and occupiers in the Works Diary on each and every visit to the site. Contractor's operational staff receiving odour complaints from the public shall notify the Supervising Officer within 24 hours of receiving the complaint.

17. Operation and Maintenance Manuals

- 1) Operation and Maintenance Manuals have been prepared for all wastewater treatment works and copies are held in the Offices of the Company.

18. Site Management Meetings

- 1) The Contractor is required to allow in his rates and prices for attending management meetings to review the progress and performance of the Contract. Meetings will be held monthly or as otherwise directed by the Supervising Officer and be held either at a wastewater treatment works site or at the Offices of the Company.

19. Emergency Plan

- 1) Following the Tender award and prior to commencement of the Contract, the Contractor, in consultation with the Supervising Officer, shall develop a plan (outlined in Appendix 5) to ensure that an immediate and efficient procedure is followed in response to an emergency incident.
- 2) The plan will identify the key organisations and personnel to be contacted and the procedures to be followed by the Contractor's operational staff.

20. Access Through Private Land/Shared Access

- 1) Many treatment works have no direct access from the public highway and require to be serviced via a shared access or over land to which the public have access.
- 2) The septic tanks are located in gardens of Company owned or privately owned properties.
- 3) Prior to the commencement of the Contract the Company will write to all householders connected to wastewater treatment works and septic tanks outlining the proposed Contract arrangement.

- 4) At the commencement of the Contract, the Contractor shall supply a programme of proposed dates of entry for the first six months of the Contract to all householders affected by access arrangements and additionally arrange to give a minimum 24 hour notice of entry either by telephone or by letter (for all work other than emergency call-out). After six months these arrangements will be reviewed in consultation with the Supervising Officer

In addition, the Contractor's operational staff are required to announce their arrival on site as a matter of courtesy.

21. Contractor's Sampling Regime

- 1) The Contractor shall undertake a programme of sampling at all sites, and testing of final effluent discharged from wastewater treatment works as follows:-
 - (i) Works discharging to watercourses, including seasonal discharges and designed overflows from soakaways.
- every month
 - (ii) Works discharging to ground via irrigation systems or soakaways.
- every 3 months
- 2) Samples should be returned to the laboratory under their terms and conditions
- 3) No sampling will be undertaken within 48 hours of tank emptying and samples will be submitted for analysis to a laboratory accredited by the United Kingdom Accreditation Service (UKAS). Copies of test results will be forwarded to the Company within 3 working days of receipt by the Contractor.
- 4) Sample results must be recorded and notified to the Contract Supervisor monthly.
- 5) Failures must be resampled and resubmitted immediately after notification of failure.
- 6) Remedial action must be taken to ensure future compliance on all failures.
- 7) A report showing what remedial action has been taken and must accompany the next sampling report.
- 8) This work will be paid for at the rates inserted in the Bills of Quantities.

22. Procedure to be adopted following a Consent Failure

- 1) In the event of a sample failing an Environment Agency (EA) Discharge Consent Condition (or the Company's monitoring conditions for treatment works with Descriptive Consents) following a sample taken by the EA, the Contractor or the Company, the Contractor shall submit to the Supervising Officer a report with 24 hours of receipt of the analysis certificate outlying the following:-
 - (i) The status of the works at the time of sampling in terms of maintenance and tank emptying.
 - (ii) A description of any fault, breakdown or emergency call-out during the 48 hour period leading up to the time the sample was taken.

- (iii) An explanation as to the possible cause of such a failure and the Contractor's proposals for remedy. (Note that should the failure relate to a sample taken by the Environment Agency then the Company, as the licence holder, may be requested to submit a report to the Agency in the terms described above).
- 2) Immediately following the receipt of an analysis certificate indicating a consent or monitoring condition failure the Contractor shall arrange for a second sample to be taken and sent for analysis subject to the plant being in a fully operational condition .
- 3) Should the second sample fail a consent or monitoring condition the Contractor shall immediately inform the Supervising Officer who will inspect the treatment works jointly with the Contractor to decide on a course of action (or actions) to be adopted.
- 4) The Contractor shall pay any additional sampling and testing costs and for any necessary tankering costs following a sample failure, save where the Contractor has indicated a potential plant fault to the Supervising Officer in advance of a consent or monitoring condition failure or where in the opinion of the Supervising Officer such failure was not attributable to the Contractor's failure to carry out the work in accordance with the Contract.

23. Equipment and Plant

- 1) The Contractor shall at all times during the Contract Period provide and maintain all such equipment and plant as is necessary for the performance of the Contract.
- 2) The Supervising Officer may instruct the Contractor to cease using any inadequate or unsafe equipment forthwith. In the event the Contractor fails to observe or cause to be observed such instruction the Supervising Officer may at his discretion serve a notice under the provisions of Clause 49 of the Conditions of Contract. The Company shall in no circumstances be liable either to the Contractor or third party in respect of any liability, loss or damage occasioned by such notice and the Contractor shall fully indemnify the Company against any claim.

24. Equipment and Plant Operation and Use

- 1) The Contractor will ensure that,
 - (a) Operators are responsible for the operation and use of equipment and plant and are trained and thoroughly competent in its safe use.
 - (b) Equipment and plant operations are carried out in a reasonable manner without causing obstruction, danger or annoyance to users and occupants of adjacent properties.
 - (c) That no equipment or plant is left unattended without reasonable cause in any area likely to create a nuisance, danger or annoyance to the users and occupants of adjacent properties.

25. Materials and Chemicals

- 1) All materials and chemicals used in the performance of the Contract will be used and stored in compliance with any regulations as set out under the terms of any legislation current or arising during the Contract Period.
- 2) All materials used for the purposes of the Contract should be stored at all times in a secure manner and where hazardous materials are involved shall be kept in their original or suitable marked containers.
- 3) No hazardous materials shall be left in any site.
- 4) Where alternative materials are permitted, the Contractor shall obtain the approval of the Supervising Officer for use of the alternative at least seven days before its use.

26. Mobile Telephone Coverage

- 1) The Contractor should note that mobile telephone signals are weak in some areas with no coverage available in some areas.

27. Wastewater Treatment Works Site Telemetry Maintenance

- 1) The Company has an existing annual service agreement with Multiform Technologies Ltd, Sunleaze, New Road, Uploders, Bridport, Dorset, DT6 4NY, Telephone 01308 420404, for scheduled maintenance visits to the wastewater treatment works sites provided with a telemetry system.
- 2) The Company will terminate this agreement effective from the date of commencement of the Contract. The Contractor shall arrange for an annual inspection to be carried out comprising a full test of all the telemetry monitored inputs (including the 3 No. Warren Jones flow meters) together with a written report on the general condition of the equipment. This work is to be paid for and reclaimed from the company with an allowance for handing at the rate inserted in the Bills of Quantities.

28. Grounds Maintenance

(a) General Maintenance Liability

Any damage caused during maintenance operations, which seriously affects the health of any trees or hedging plants shall be made good by replacement at the Contractor's expense.

(b) Use of Pesticides

The Food and Environment Protection Act 1985, the Control of Pesticides Regulation 1986, and the Control of Hazardous to Health Regulations 1986, and any relevant Code of Practice issued by MAFF and by the Health and

Safety Executive regarding the application of pesticides shall be complied with at all times.

All pesticides used on the site shall be to the approval of the Supervising Officer. Pesticides shall only be applied by operators who hold a National Proficiency Tests Council Certificate of Competence for the appropriate categories of pesticide application.

The Contractor is responsible for any damage caused to persons and property arising from the use of chemicals and consequently must take all necessary precautions and indemnify the Company against any claims in this regard. The Contractor is responsible for making good any damage due to his negligence during the application of pesticides.

All containers used for the chemical product must be removed from the site immediately and disposed of correctly.

The Contractor shall supply the Supervising Officer with a copy of A Pesticides Use Record in compliance with the Regulations and Code of Practice, before a maximum of 14 days has elapsed from the date of application of pesticides on site.

(c) Removal of Rubbish and Litter

All rubbish and litter existing or howsoever arising is to be removed from the total area of the site on each maintenance visit.

(d) Maintenance Operations during the Maintenance Period

The following operations are required to be carried out during the Maintenance Period:-

(i) Weeding – all plant surrounds are to be kept clear of weeds and rubbish to allow the plants to grow, by manual methods or with an approved herbicide as above.

(ii) Replacement of quills – any broken, missing or damaged quills are to be re-fixed or replaced with new as originally specified.
Broken or dead Branches – any broken, dying, dead or diseased branches or twigs are to be pruned and the prunings removed from the site.

(iii) Frost Heave or Displacement by Moles – plants lifted by frost or moles shall be firmed in, ensuring the plant is vertical.

(iv) Maintenance of layer of composted bark mulch around trees and under new plants or original depth specified.

(v) Watering during periods of drought as above.

(e) Fertilizer Application

Apply Enmag or Vitax 4 slow release fertilizer at the specified rates during March in the 2nd year of maintenance. For new plants apply at the rate of 35gms per plant.

(f) Cutting of Seeded Areas

The grass shall be cut during the growing season, to maintain a height of approximately 25-50mm. No mowing machine to operate closer than 100mm from the base of plants. Do not cut during wet weather or during periods of drought. Each operation shall include the removal of all litter and debris from the grass area prior to the commencement of cutting with subsequent disposal to Contractor's tip.

APPENDIX 1

SCHEDULE OF WASTEWATER TREATMENT WORKS

ASTER COMMUNITIES

APPENDIX 1

SCHEDULE OF WASTEWATER TREATMENT WORKS

LOT	WORKS	TYPE OF PLANT	TOTAL PROPERTIES	OUTFALL	CONSTRUCTION DATE	REMARKS
2	Church View, North Wootton	Klargester package plant Model B9	4	Ditch	New works estimated installation year, 2005	O & M Manual prepared
2	Pilton Road, North Wootton	Klargester package plant Model B9	8	Ditch	New works estimated installation year, 2005	O & M Manual prepared
2	Fosse Cottages, Pylle	Klargester package plant Model B9	4	Ditch	New works estimated installation year, 2005	O & M Manual prepared
2	Keywards House, Wells	Klargester package plant Model B9	20	Ditch	New works estimated installation year, 2005 upgraded 2010	O & M Manual prepared
2	1-8 The Leaze, East Wolverton, Woolverton	Klargester package plant Model B9	8	Ditch	New works installation year, 2012	O & M Manual prepared
2	Zion Hill, Radstock	Tipping Tray	9	Ditch	New works estimated installation year, 1995	O & M Manual prepared
2	Ford Close, Ive, Devon	Condor SAF100 package plant Model N5	20	Ditch	New works installation year, 2012	O & M Manual prepared
2	Collacot Close Bradworthy, Devon	Pumping Station	8	Public Foul Sewer	New works installation year, 2015	O & M Manual prepared

APPENDIX 2

TREATMENT WORKS DISCHARGE CONSENT CONDITIONS
(ENVIRONMENT AGENCY)

**ASTER COMMUNITIES
TREATMENT WORKS DISCHARGE CONSENT CONDITIONS (ENVIRONMENT AGENCY)**

LOT	WORKS	TYPE OF PLANT	DISCHARGE CONSENT NUMBER	DISCHARGE CONSENT VOLUME (m ³ /day)	DISCHARGE CONSENT (E.A.)		COMPANY'S MONITORING CONDITIONS	
					BOD	SS	BOD	SS
2	Church View, North Wootton	Klargester Biodisc	Exempt from permitting					
2	Pilton Road, North Wootton	Klargester Biodisc	102954	6.4	40	60	30	
2	Fosse Cottages, Pylle	Klargester Biodisc	Exempt from permitting					
2	Keywords House, Wells	Klargester Biodisc	Exempt from permitting					
2	East Wolverton, Wolverton	Klargester Biodisc	103733	8	20	40	20	
2	Zion Hill, Radstock	Filter Bed with Tilt			Missing permit			
2	Ford Close, Ive, Devon	Condor SAF100 package plant						
2	Collacot Close Bradworthy, Devon	Pumping Station	Not Applicable					

APPENDIX 3

UTILITY SUPPLIES TO WASTEWATER TREATMENT WORKS

ASTER COMMUNITIES
UTILITY SUPPLIES TO WASTEWATER TREATMENT WORKS

LOT	WORKS	TYPE OF PLANT	WATER		ELECTRICITY			TELEMETRY	REMARKS
				ANNUAL COST (£)	SINGLE PHASE	THREE PHASE	ANNUAL COST (£)		
2	Church View, North Wootton	Klargester Biodisc	Y	30.00	Y	N	850.0	N	None
2	Pilton Road, North Wootton	Klargester Biodisc	Y	30.00	Y	N	850.0	N	None
2	Fosse Cottages, Pylle	Klargester Biodisc	Y	30.00	Y	N	850.0	N	None
2	Keywards House, Wells	Klargester Biodisc	Y	30.00	Y	N	850.0	N	None
2	East Wolverton, Woolverton	Klargester Biodisc	Y	30.00	Y	N	850.0	N	None
2	Zion Hill, Radstock	Filter Bed with Tilt	Y	30.00	N	N	NIL	N	None
2	Ford Close, Ive, Devon	Condor SAF100 package plant	Y	30.00	Y	N	850.00	Y	None
2	Collacot Close Bradworthy, Devon	Pumping Station	Y	30.00	N	Y	1600.00	Y	None

Notes: Y – Yes
 N – No

APPENDIX 3

PERIODIC INSPECTION & TESTING OF ELECTRICAL INSTALLATIONS
(THE CONTRACTOR TO ARRANGE)

LOT	WORKS	DATE OF NEXT INSPECTION & TESTING
2	Church View, North Wootton	July 2021
2	Pilton Road, North Wootton	July 2021
2	Fosse Cottages, Pylle	July 2021
2	Keywards House, Wells	July 2021
2	East Wolverton, Woolverton	July 2021
2	Zion Hill, Radstock	July 2021
2	Ford Close, Ive, Devon	July 2021
2	Collacot Close Bradworthy, Devon	July 2021

NOTE: Periodic Inspection and Testing of Electrical Installations will normally be carried out every three years subject to the recommendations of the testing inspector.

APPENDIX 4

EXAMPLES OF MAINTENANCE & WORKS DIARY **CHECK SHEETS & EMERGENCY CALL OUT REPORT**

ASTER COMMUNITIES
MAINTENANCE CHECK SHEET (TYPICAL ONLY)

WORKS SITE.....

No.	Item	Weekly	Monthly	Quarterly	Six Monthly	Annually
1	Inspect etc	Y	Y	Y	Y	Y
2	Inspect/Change Coposac		Y	Y	Y	Y
3	Check break tank, sample/flow meter chamber, read electricity meter, etc			Y	Y	Y
4	Clean, oil padlocks, clear leaves				Y	Y
5	Weedkill, check/clean soakaway					Y
	SAF Unit/Final Tank					
6	Check septic tank unlets	Y	Y	Y	Y	Y
7	Inspect/adjust air pattern		Y	Y	Y	Y
	Blower/Control Kiosk					
8	Inspect check cables, indicators, overloads pressure gauge, pressure relief	Y	Y	Y	Y	Y
9	Clean control kiosk, clean fan hood/inspect components			Y	Y	Y
10	Change air filters				Y	Y
11	Check earth continuity					Y
	Sludge Pump					
12	Remove pump, check impellor, check oil			Y	Y	Y
13	Change oil & 'O' rings, check insulation earth continuity, earth loop impedance					Y
	Bucket Lift Elevator					
14	Check operation	Y	Y	Y	Y	Y
15	Check gearbox lubricant, clean motor housing, check chain tension			Y	Y	Y
16	Inspect buckets, check earth continuity					Y
	Cost of weekly maintenance check	£				
	Cost of monthly maintenance check		£			
	Cost of quarterly maintenance check			£		
	Cost of 6 monthly maintenance check				£	
	Cost of annual maintenance check					£

ASTER COMMUNITIES

WORKS DIARY FOR.....

Date	Time in	Time out	Weather	Reason for visit/work carried out	Unusual or significant problem areas including odour comments. Items requiring attention (to be signed off in next column)	Date completed (items requiring attention)	Signed

Distribution (When this page is complete and outstanding items are signed off)

- 1. Company Head Office
- 2. Contractor’s Operational Staff
- 3. Works site

ASTER COMMUNITIES
EMERGENCY CALL OUT REPORT

Location				
Date				
Time of call out		Time arrive site		Time depart site
Weather				

Call out trigger (circle)	Telemetry	Public	Call Centre	Supervising Officer
Description of Fault				

Work carried out	
-------------------------	--

Sample taken? (circle)	Yes	No
Organisations/ Persons contacted		

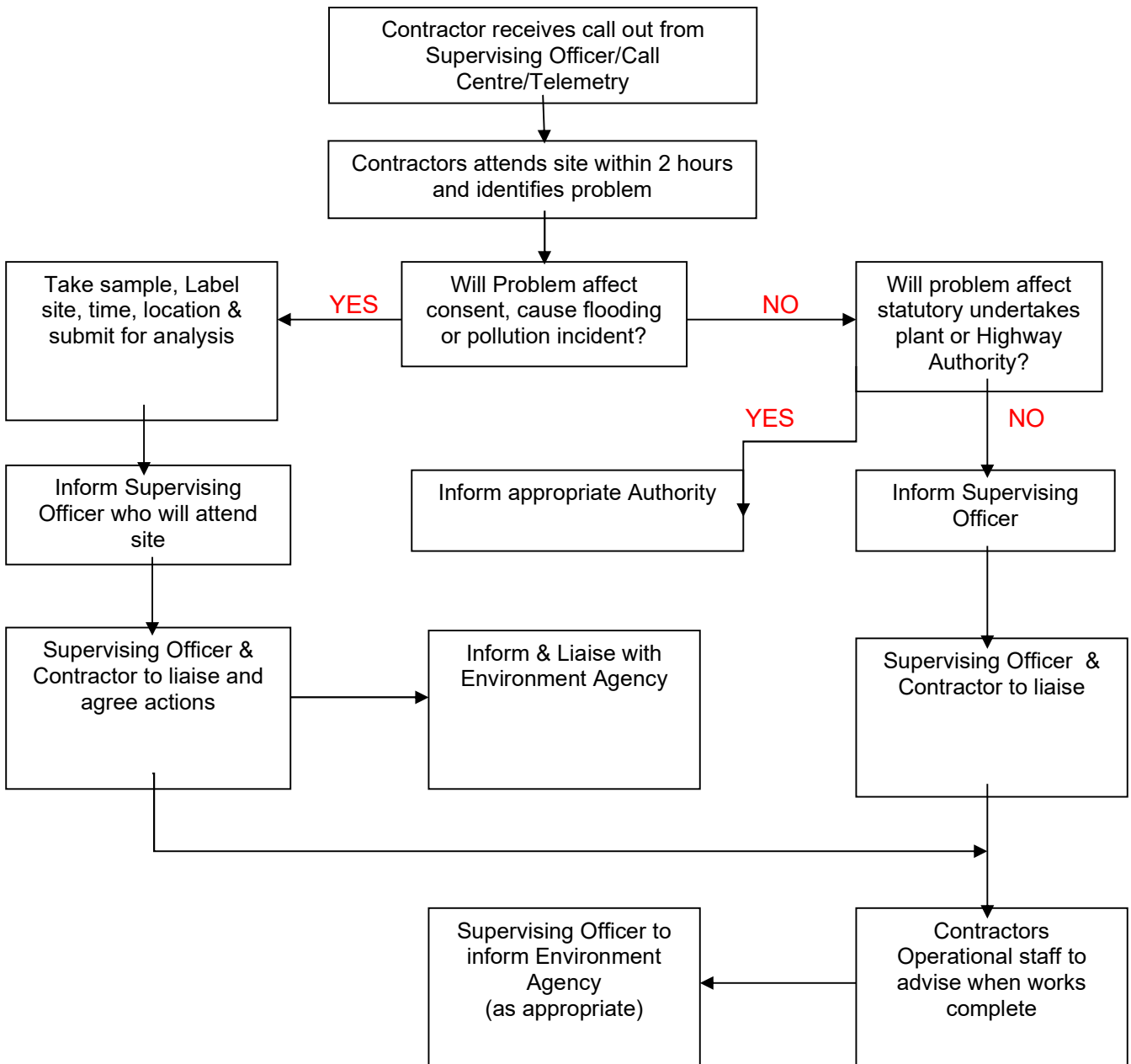
Follow-up required (circle)	Yes	No
Give brief description if yes		

APPENDIX 5

EMERGENCY PLAN

EMERGENCY PLAN

(To be developed by the contractor in consultation with the supervising officer)



In the event that an emergency problem arises out of hours, contact:

Company's 'Out of Hours' contact: Name/Tel No _____

Contractors 'Out of Hours' contact: Name/Tel No _____

SECTION 4

SCHEDULES

SCHEDULE 1

SEPTIC TANK EMPTYING FREQUENCIES

LOT 2 ONLY (SOMERSET and Devon)

LOCATION	TOTAL PROPERTIES	FREQUENCY	EMPTYINGS PER ANNUM	Cubic Metres PER VISIT	REMARKS
1-7 Congdons Orchard, Landrake, PL12 5FA	7	Three monthly	4	4.0	

SCHEDULE 2 - TREATMENT WORKS TANK EMPTYING FREQUENCIES

LOT 2 (SOMERSET & DEVON) – TREATMENT WORKS TANK EMPTYING FREQUENCIES

WORKS	PRIMARY TANK CAPACITY (Cubic metre)	PRIMARY TANK
3 Church View, North Wootton, Shepton Mallett, BA4 4AD	4.955	Quarterly
Pilton Road, North Wootton, Shepton Mallett, BA4 4ET	8.173	Quarterly
Fosse Cottages, Pylle, Shepton Mallett	5.160	Quarterly
Keywards House, Wells, BA5 1QH	13.033	Quarterly
East Woolverton, Woolverton, BA2 7QR	7.748	Quarterly
Zion Hill, Clapton, Radstock, BA3 4DZ	5.372	Quarterly
Ford Close, Ive, Devon	14.0	Quarterly
Collacot Close Bradworthy, Devon	N/A	N/A

SECTION 5

BILLS OF QUANTITIES

Preamble to Bills of Quantities

1. General
 - a) In these Bills of Quantities the headings and items descriptions identify the work ascertained by reference to Manufacturers Operating & Maintenance Manuals, the Specification, Conditions of Contract and record drawings read in conjunction with these preambles.
 - b) The rates and prices entered in the Bills of Quantities shall be deemed to be the full inclusive value of the work covered by the several items including the following:-
 - (i) Labour and all costs therewith.
 - (ii) Transport, tankers, plant and all costs in connection therewith.
 - (iii) The supply of materials, goods, storage and all costs in connection therewith including waste and delivery to site.
 - (iv) Fixing, erecting and installing or placing of materials and goods in position.
 - (v) All temporary works.
 - (vi) All general obligations, liabilities and risks involved in the contract set forth.
 - (vii) Establishment charges, overheads and profit.
2. Items against which no price or rate is entered shall be deemed to be covered by other rates and prices in the Bills of Quantities.
3. The quantities and frequencies given herein are not to be taken as a definitive representation of the amount of work to be executed or of the full extent of the Contract. They are supplied to assist Tenderers in arriving at the amount of their Tender and in order that Tenders may be prepared on the same basis. The Contractor will be paid at the rates and prices quoted by him in the Bills upon the actual quantity of work carried out, based upon net quantity, whether or not such work is greater or less than that contained in the Bills of Quantities.
4. Provisional Sums have been included in the Bills of Quantities to be used as directed by the Supervising Officer. The Contractor should note that these sums will be deducted in whole or in part if not required within the Contract.
5. Items of a similar nature and frequency have been grouped together for pricing purposes.

BILL NO. 1 - PRELIMINARIES

No.	Item Description	Unit	Quant.	Rate	£	P
	<p><u>BILL NO. 1 PRELIMINARIES</u> <u>CONTRACTURAL REQUIREMENTS</u></p>					
1.	Insurances.	Sum				
2.						
3	Set up costs (Pro rata annual cost to be entered)	Sum				
				Carried Forward To Summary		

No.	Item Description	Unit	Quant.	Rate	£	P
	<u>Other Provisional Sums</u>					
1.	Allow the provisional sum of twelve thousand pounds for minor capital works and Health and Safety Works including the purchase of spare parts, pumps etc including re-assembly for planned and emergency works to be expended as directed by the Supervising Officer.	Sum			4200	00
2.	Allow the provisional sum of three thousand four hundred pounds for carrying out periodic inspection and testing of electrical installations to be expended as directed by the Supervising Officer.	Sum			1100	00
3.	Allow the provisional sum of one thousand five hundred pounds for carrying out tree surgery to be expended as directed by the Supervising Officer.	Sum			600	00
4.	Allow the provisional sum of two thousand pounds for high pressure jetting of sub-surface irrigation drains to be expended at rates for non scheduled work (Dayworks) as authorised by the Supervising Officer.	Sum			1100	00
5.	Allow for provisional sum of twelve thousand pounds for non scheduled and emergency 'out of hours' work to be expended at Rates for non scheduled works (Dayworks) as authorised by the Supervising Officer.	Sum			4200	00
6.	Allow the provisional sum of ten thousand pounds for additional septic tank and wastewater treatment works tank emptyings to be expended at Rates for Non-Scheduled Works (Dayworks) as authorised by the Supervising Officer.	Sum			2100	00
7.	Allow the provisional sum of eighteen thousand pounds for disposal of waste by Southern Water	Sum			3200	00
				Carried Forward To Summary	16500	00

BILL NO. 1

PRELIMINARIES

SUMMARY

	£	p
Page No. 1/1 Provisional Sums		
Page No. 1/2 Provisional Sums	16500	00
TOTAL CARRIED TO GRAND SUMMARY		

BILL NO. 2

SEPTIC TANK EMPTYINGS, TRANSPORTATION & DISPOSAL
OF WASTEWATER LIQUOR & SLUDGE
FROM SEPTIC TANKS

IMPORTANT NOTES

1. The Contractor will be responsible for paying all charges relating to the disposal of wastewater liquor and sludge from septic tanks.
2. The Contractor will include with his monthly invoice a copy of the Utility Water Company detailing all disposals. The amount of this invoice will be reclaimed from the company with additional costs to cover administration as detailed in the summary of section 6.
3. The quantities for disposal have been based on historical data and are not to be taken as a definitive representation of the actual quantities.
4. Prices submitted are to cover cost of emptying septic tanks and transporting to disposal site

No.	Item Description	Unit	Quant.	Rate	£	P
1.	<p><u>BILL No. 2</u></p> <p><u>EMPTYING, TRANSPORTATION & DISPOSAL OF WASTEWATER LIQUOR & SLUDGE FROM SEPTIC TANKS</u></p> <p>Emptying's of septic tank at 1-7 Congdons Orchard, Landrake, as per Schedule 1 and transport to Water Company reception site.</p>	m ³	16			
				Carried Forward To Grand Summary		

BILL NO. 3

No.	Item Description	Unit	Quant.	Rate	£	P
	<u>BILL No. 3</u>					
	<u>EMPTYING, TRANSPORTATION & DISPOSAL OF WASTEWATER LIQUOR & SLUDGE FROM WASTEWATER TREATMENT WORKS</u>					
1.	Emptyings of primary tank at 3 Church View, North Wootton as per Schedule 2 and transport to Water Company reception site.	m ³	19.82			
2.	Emptyings of primary tank at Pilton Road, North Woollton as per Schedule 2 and transport to Water Company reception site.	m ³	32.69			
3.	Emptyings of primary tank at Fosse Cottages, Pylle as per Schedule 2 & transport to Water Company reception site.	m ³	20.64			
4.	Emptyings of primary tank at Keywards House, Wells as per Schedule 2 and transport to Water Company reception site.	m ³	52.13			
5.	Emptyings of primary tank at East Woolverton, Woolverton as per Schedule 2 and transport to Water Company reception site.	m ³	31			
6.	Emptyings of primary tank at Zion Hill, Clapton as per Schedule 2 & transport to Water Company reception site.	m ³	21.49			
7.	Emptyings of primary tank at Ford Close, Devon as per Schedule 2 & transport to Water Company reception site.	m ³	56			
				Carried Forward To Grand Summary		

**BILL NO. 4 - OPERATION & SCHEDULED MAINTENANCE OF
WASTEWATER TREATMENT WORKS**

No.	Lot 2 - Item Description	Unit	Quant.	Rate	£	P
Church View, North Wootton						
1.	<p>(i) Inspect treatment works, including unlock, enter and set telemetry "Engineer on Site" switch. Check security of gates and fences. Check for rodent infestation. Check warning signs, condition of manhole/access covers and frames, ladders, step irons, hand railing, steps and working platforms.</p> <p>(ii) Isolate electricity supply and remove covers from Biodisc unit and check appearance of biomass packs as specified. Visually check the general condition of the plant ensuring that pack retaining fixings are secure. Replace covers and reinstate power supply.</p> <p>(iii) Lift access covers and clean high level alarm float and loss of rotation sensor.</p> <p>(iv) Tidy site.</p> <p>(v) Visual check on effluent.</p>	Mth	12			
2.	<p>(i) Check operation of break tank valve, ball valve and drain down.</p> <p>(ii) Inspect and clean sample/flow meter chamber by jet washing.</p> <p>(iii) Clean, check operation and oil all padlocks.</p> <p>(iv) Cut the grass and weeds to keep them short and prevent seeding four times per annum (April, June, August and September). Remove cuttings to authorised tip. Strim around fence lines, gates and structures.</p> <p>(v) Read and record the electricity and water meters quarterly (end of March, June, September and December).</p>	Qtr	4			
3.	<p>(i) Check soakaway operation. Empty any accumulated effluent/sludge and clean by jet washing.</p>	Year	1			
				Carried Forward To Summary		

No.	Lot 2 - Item Description	Unit	Quant.	Rate	£	P
	(ii) After leaf fall in autumn collect all leaves and dispose to authorised tip. Check overhang of trees and report any encroachment over the plant and ancillary structures.					
4	(iii) Weed kill paved areas using an approved weed killer suitable for use adjacent to water courses and above aquifers.	6 Mths	2			
	Klargester Biodisc Plant					
5.	Carry out service of Biodisc unit as per Klargester Environmental Engineering's inspection schedule. Note: See specification Clause 24	Mth	12			
	Control Kiosk (All equipment must be isolated before any maintenance work is carried out)					
6.	Check cabling, plug-in devices and other fittings and switches. Check heater and thermostat setting. Check operation of instruments, indicators, lamps and security of earthing straps all as specified.	Qtr	4			
7.	Carry out thorough clean of the control kiosk, remove cobwebs and dirt and brush down exterior.	6 Mths	2			
8.	Check security of fuses, contractors, relays, timers, display instruments and indicator lamps. Check for overheating, burning and freedom of operation all as specified.	Year	1			
	Check all bolted main cable joints for security/overheating. Remove deposits of dust or dirt from inside the control cabinet.					
				Carried Forward To Summary		

No.	Lot 2 - Item Description	Unit	Quant.	Rate	£	P
1.	<p>Pilton Road, North Wootton</p> <p>(i) Inspect treatment works, including unlock, enter and set telemetry "Engineer on Site" switch. Check security of gates and fences. Check for rodent infestation. Check warning signs, condition of manhole/access covers and frames, ladders, step irons, hand railing, steps and working platforms.</p> <p>(ii) Isolate electricity supply and remove covers from Biodisc unit and check appearance of biomass packs as specified. Visually check the general condition of the plant ensuring that pack retaining fixings are secure. Replace covers and reinstate power supply.</p> <p>(iii) Lift access covers and clean high level alarm float and loss of rotation sensor.</p> <p>(iv) Tidy site.</p> <p>(v) Visual check on effluent.</p>	Mth	12			
2.	<p>(i) Check operation of break tank valve, ball valve and drain down.</p> <p>(ii) Inspect and clean sample/flow meter chamber by jet washing.</p> <p>(iii) Clean, check operation and oil all padlocks.</p> <p>(iv) Cut the grass and weeds to keep them short and prevent seeding four times per annum (April, June, August and September). Remove cuttings to authorised tip. Strim around fence lines, gates and structures.</p> <p>(v) Read and record the electricity and water meters quarterly (end of March, June, September and December).</p>	Qtr	4			
3.	<p>(i) Check soakaway operation. Empty any accumulated effluent/sludge and clean by jet washing.</p>	Year	1			
	Carried Forward To Summary					

No.	Lot 2 - Item Description	Unit	Quant.	Rate	£	P
	<p>(ii) After leaf fall in autumn collect all leaves and dispose to authorised tip. Check overhang of trees and report any encroachment over the plant and ancillary structures.</p> <p>(iii) Weed kill paved areas using an approved weed killer suitable for use adjacent to water courses and above aquifers.</p> <p>Klargester Biodisc Plant</p> <p>4. Carry out service of Biodisc unit as per Klargester Environmental Engineering's inspection schedule. Note: See specification Clause 24</p> <p>Control Kiosk (All equipment must be isolated before any maintenance work is carried out)</p> <p>5. Check cabling, plug-in devices and other fittings and switches. Check heater and thermostat setting. Check operation of instruments, indicators, lamps and security of earthing straps all as specified.</p> <p>6. Carry out thorough clean of the control kiosk, remove cobwebs and dirt and brush down exterior.</p> <p>7. Check security of fuses, contractors, relays, timers, display instruments and indicator lamps. Check for overheating, burning and freedom of operation all as specified.</p> <p>8. Check all bolted main cable joints for security/overheating. Remove deposits of dust or dirt from inside the control cabinet.</p>	<p>6 Mths</p> <p>Mth</p> <p>Qtr</p> <p>6 Mths</p> <p>Year</p>	<p>2</p> <p>12</p> <p>4</p> <p>2</p> <p>1</p>			
				Carried Forward To Summary		

No.	Lot 2 – Item Description	Unit	Quant.	Rate	£	P
1.	<p style="text-align: center;">Fosse Cottages, Pylle</p> <p>(i) Inspect treatment works, including unlock, enter and set telemetry “Engineer on Site” switch. Check security of gates and fences. Check for rodent infestation. Check warning signs, condition of manhole/access covers and frames, ladders, step irons, hand railing, steps and working platforms.</p> <p>(ii) Isolate electricity supply and remove covers from Biodisc unit and check appearance of biomass packs as specified. Visually check the general condition of the plant ensuring that pack retaining fixings are secure. Replace covers and reinstate power supply.</p> <p>(iii) Lift access covers and clean high level alarm float and loss of rotation sensor.</p> <p>(iv) Tidy site.</p> <p>(v) Visual check on effluent.</p>	Mth	12			
2.	<p>(i) Check operation of break tank valve, ball valve and drain down.</p> <p>(ii) Inspect and clean sample/flow meter chamber by jet washing.</p> <p>(iii) Clean, check operation and oil all padlocks.</p> <p>(iv) Cut the grass and weeds to keep them short and prevent seeding four times per annum (April, June, August and September). Remove cuttings to authorised tip. Strim around fence lines, gates and structures.</p> <p>(v) Read and record the electricity and water meters quarterly (end of March, June, September and December).</p>	Qtr	4			
				Carried Forward To Summary		

No.	Lot 2 – Item Description	Unit	Quant.	Rate	£	P
3.	(i) Check soakaway operation. Empty any accumulated effluent/sludge and clean by jet washing. (ii) After leaf fall in autumn collect all leaves and dispose to authorised tip. Check overhang of trees and report any encroachment over the plant and ancillary structures. (iii) Weed kill paved areas using an approved weed killer suitable for use adjacent to water courses and above aquifers. Klargester Biodisc Plant	Year	1			
4.	Carry out service of Biodisc unit as per Klargester Environmental Engineering's inspection schedule. Note: See specification Clause 24 Control Kiosk (All equipment must be isolated before any maintenance work is carried out)	6 Mths	2			
6.	Check cabling, plug-in devices and other fittings and switches. Check heater and thermostat setting. Check operation of instruments, indicators, lamps and security of earthing straps all as specified. Carry out thorough clean of the control kiosk, remove cobwebs and dirt and brush down exterior.	Mth	12			
		Qtr	4			
7.	Check security of fuses, contractors, relays, timers, display instruments and indicator lamps. Check for overheating, burning and freedom of operation all as specified.	6 Mths	2			
8.	Check all bolted main cable joints for security/overheating. Remove deposits of dust or dirt from inside the control cabinet	Year	1			
				Carried Forward To Summary		

No.	Lot 2 – Item Description	Unit	Quant.	Rate	£	P
1.	<p style="text-align: center;">Keywords House, Wells</p> <p>(i) Inspect treatment works, including unlock, enter and set telemetry “Engineer on Site” switch. Check security of gates and fences. Check for rodent infestation. Check warning signs, condition of manhole/access covers and frames, ladders, step irons, hand railing, steps and working platforms.</p> <p>(ii) Isolate electricity supply and remove covers from Biodisc unit and check appearance of biomass packs as specified. Visually check the general condition of the plant ensuring that pack retaining fixings are secure. Replace covers and reinstate power supply.</p> <p>(iii) Lift access covers and clean high level alarm float and loss of rotation sensor.</p> <p>(iv) Tidy site.</p> <p>(v) Visual check on effluent.</p>	Mth	12			
2.	<p>(i) Check operation of break tank valve, ball valve and drain down.</p> <p>(ii) Inspect and clean sample/flow meter chamber by jet washing.</p> <p>(iii) Clean, check operation and oil all padlocks.</p> <p>(iv) Cut the grass and weeds to keep them short and prevent seeding four times per annum (April, June, August and September). Remove cuttings to authorised tip. Strim around fence lines, gates and structures.</p> <p>(v) Read and record the electricity and water meters quarterly (end of March, June, September and December).</p>	Qtr	4			
3.	<p>(i) Check soakaway operation. Empty any accumulated effluent/sludge and clean by jet washing.</p>	Year	1			
	Carried Forward To Summary					

No.	Lot 2 – Item Description	Unit	Quant.	Rate	£	P
	<p>(ii) After leaf fall in autumn collect all leaves and dispose to authorised tip. Check overhang of trees and report any encroachment over the plant and ancillary structures.</p> <p>(iii) Weed kill paved areas using an approved weed killer suitable for use adjacent to water courses and above aquifers.</p> <p>Klargester Biodisc Plant</p>					
4.	<p>Carry out service of Biodisc unit as per Klargester Environmental Engineering's inspection schedule. Note: See specification Clause 24</p> <p>Control Kiosk (All equipment must be isolated before any maintenance work is carried out)</p>	6 Mths	2			
5.	<p>Check cabling, plug-in devices and other fittings and switches. Check heater and thermostat setting. Check operation of instruments, indicators, lamps and security of earthing straps all as specified.</p>	Mth	12			
6.	<p>Carry out thorough clean of the control kiosk, remove cobwebs and dirt and brush down exterior.</p>	Qtr	4			
7.	<p>Check security of fuses, contractors, relays, timers, display instruments and indicator lamps. Check for overheating, burning and freedom of operation all as specified.</p>	6 Mths	2			
8.	<p>Check all bolted main cable joints for security/overheating. Remove deposits of dust or dirt from inside the control cabinet.</p>	Year	1			
				Carried Forward To Summary		

No.	Lot 2 – Item Description	Unit	Quant.	Rate	£	P
1.	<p align="center">East Wolverton, Wolverton</p> <p>(i) Inspect treatment works, including unlock, enter and set telemetry “Engineer on Site” switch. Check security of gates and fences. Check for rodent infestation. Check warning signs, condition of manhole/access covers and frames, ladders, step irons, hand railing, steps and working platforms.</p> <p>(ii) Isolate electricity supply and remove covers from Biodisc unit and check appearance of biomass packs as specified. Visually check the general condition of the plant ensuring that pack retaining fixings are secure. Replace covers and reinstate power supply.</p> <p>(iii) Lift access covers and clean high level alarm float and loss of rotation sensor.</p> <p>(iv) Tidy site.</p> <p>(v) Visual check on effluent.</p>	Mth	12			
2.	<p>(i) Check operation of break tank valve, ball valve and drain down.</p> <p>(ii) Inspect and clean sample/flow meter chamber by jet washing.</p> <p>(iii) Clean, check operation and oil all padlocks.</p> <p>(iv) Cut the grass and weeds to keep them short and prevent seeding four times per annum (April, June, August and September). Remove cuttings to authorised tip. Strim around fence lines, gates and structures.</p> <p>(v) Read and record the electricity and water meters quarterly (end of March, June, September and December).</p>	Qtr	4			
3.	<p>(i) Check soakaway operation. Empty any accumulated effluent/sludge and clean by jet washing</p>	Year	1			
				Carried Forward To Summary		

No.	Lot 2 – Item Description	Unit	Quant.	Rate	£	P
	<p>(ii) After leaf fall in autumn collect all leaves and dispose to authorised tip. Check overhang of trees and report any encroachment over the plant and ancillary structures.</p> <p>(iii) Weed kill paved areas using an approved weed killer suitable for use adjacent to water courses and above aquifers.</p> <p>Klargester Biodisc Plant</p>					
4.	<p>Carry out service of Biodisc unit as per Klargester Environmental Engineering's inspection schedule. Note: See specification Clause 24</p> <p>Control Kiosk (All equipment must be isolated before any maintenance work is carried out)</p>	6 Mths	2			
5.	Check cabling, plug-in devices and other fittings and switches. Check heater and thermostat setting. Check operation of instruments, indicators, lamps and security of earthing straps all as specified.	Mth	12			
6.	Carry out thorough clean of the control kiosk, remove cobwebs and dirt and brush down exterior.	Qtr	4			
7.	Check security of fuses, contractors, relays, timers, display instruments and indicator lamps. Check for overheating, burning and freedom of operation all as specified.	6 Mths	2			
8.	Check all bolted main cable joints for security/overheating. Remove deposits of dust or dirt from inside the control cabinet.	Year	1			
				Carried Forward To Summary		

No.	Lot 2 – Item Description	Unit	Quant.	Rate	£	P
1.	<p style="text-align: center;">Zion Hill,</p> <p>(i) Inspect treatment works, including unlock, check security of gates and fences. Check for rodent infestation. Check warning signs, condition of manhole covers and frames, ladders, step irons, handrailing and working platforms.</p> <p>(ii) Lift access covers, inspect and clean distributor arms to ensure filter arms are free of debris and effluent is being evenly distributed. Check for surface ponding and report. Replace covers</p> <p>(iii) Lift access covers and clean channels, weirs, scum boards and dip pipes of inlet chamber, settlement tank and humus tank by jet washing. Replace covers.</p> <p>(iv) Tidy site.</p> <p>(v) Visual check on effluent.</p>	Mth	12			
2.	(i) Check filter arms for 'soundness'. Check and rectify any faults with connections to the main distributor body, tension rods and adjusters. Grease/oil moving parts in accordance with Manufacturer's recommendations.	Qty	4			
3.	<p>(i) Ensure filter vents are clear of obstructions.</p> <p>(ii) Clean all manholes and collection pits within the site by jet washing including channels; walls, benchings and frame rebates. Clean covers and clean lifting eyes of debris and refit.</p> <p>(iii) Clean and check operation and oil padlocks on site.</p>	Qty	4			
4.	<p>(i) Check filter distribution system generally for wear and tear and report on findings.</p> <p>(ii) Check filter distribution system is level and adjust if necessary in accordance with O & M Manual</p>	Qty	4			
				Carried Forward To Summary		

No.	Lot 2 – Item Description	Unit	Quant.	Rate	£	P
5.	<p>(iii) After leaf fall in autumn collect all leaves and dispose to authorised tip. Check overhang of trees and report any encroachment over the treatment units.</p> <p>(iv) Weed kill gravelled areas using an approved weed killer suitable for use adjacent to water-courses and above aquifers.</p>	Year	1			
6.	<p>Check quality of final effluent. If cloudy or contains suspended particles rectify as specified.</p> <p><i>* Items starred thus are more specified in the Operating & Maintenance manuals issued by PJ Engineering Ltd and Conder Products Ltd. The manual should also be consulted for spare parts reference numbers and for fault finding.</i></p>	Week	52			
				Carried Forward To Summary		

No.	Lot 2 – Item Description	Unit	Quant.	Rate	£	P
	Ford Close					
1.	(i) Inspect treatment works, including unlock, enter and set telemetry “Engineer on Site” switch. Check security of gates and fences. Check for rodent infestation. Check warning signs, condition of manhole/access covers and frames, ladders, step irons, handrailing, steps and working platforms. (ii) Lift access cover and clean high level alarm float of rags and other debris. Replace cover. (iii) Tidy site. (iv) Visual check on effluent.	Wk	52			
2.	Inspect installation and change bag when blinded or one third full and dispose to authorised tip. Clean frame and fit new bag.	Month	12			
3.	(i) Check operation of break tank valve, ball valve and drain down. (ii) Inspect and clean sample/flow meter chamber by jet washing. Remove accumulated debris behind ‘V’ notch weir. (iii) Clean all manholes and collection pits within the site by jet washing, including channels, walls, benchings and frame rebates. Clean covers and clear lifting eyes and re-fit. (iv) Clean, check operation and oil all padlocks on site. (v) Read and record the electricity and water meters quarterly (end of March, June, September and December).	Qtr	4			
4.	Clean leaves & other accumulated debris from the site, sweep paved areas and dispose of all arisings to authorised tip.	Six Months	2			
	<u>SAF Unit and Final Tank</u>					
5.	Ensure septic tank inlets are clear of blockages/solids build-up by jet washing. De-sludge SAF cells (3 No.) and Final Tank as specified. Re-check inlets during and following de-sludging to ensure free flow into septic tanks is maintained.	Otr	4			
6.	Inspect/adjust air pattern as specified.	Wk	52			
	Carried Forward To Summary					

No.	Lot 2 – Item Description	Unit	Quant.	Rate	£	P
.	<u>Blower/Control Kiosk</u> (All equipment must be isolated before any maintenance work is carried out)					
7.*	(i) Inspect cables and fittings. Check heater and thermostat setting. Check operation of indicators, lamps, light and security of earthing straps.	Month	12			
	(ii) Check/reset overloads as specified.	Month	12			
	(iii) Check reading on pressure gauge as specified.	Week	52			
	(iv) Check pressure relief for escaping air as specified.	Week	52			
8.*	(i) Clean inside fan hood and blower surfaces to prevent over heating and inspect blower components (impeller, motor casing etc).	Qtr	4			
	(ii) Carry out thorough clean of the control kiosk, remove cobwebs and dirt and wipe down exterior.					
9.*	Change blower air filters (2 No.) as specified.	Six Months	2			
10*	Check for earth continuity.	Year	1			
	<ul style="list-style-type: none"> O& M Manuals to be consulted for confirmation of details 					
				Carried Forward To Summary		

BILL NO. 4 LOT 2 TOTAL

OPERATION & SCHEDULED MAINTENANCE OF WASTEWATER TREATMENT WORKS

LOT 2 (SOMERSET & DEVON) SUMMARY

3 Church View, North Wootton	£	p		
Page No. 4/56				
Page No. 4/57				
SUB TOTAL			£	p

Pilton Hill, North Wootton	£	p		
Page No. 4/58				
Page No. 4/59				
SUB TOTAL			£	p

Fosse Cottages, Pylle	£	p		
Page No. 4/60				
Page No. 4/61				
SUB TOTAL			£	p

Keywords House, Wells	£	p		
Page No. 4/62				
Page No. 4/63				
SUB TOTAL			£	p

East Woolverton, Woolverton	£	p		
Page No. 4/64				
Page No. 4/65				
SUB TOTAL			£	p

Zion Hill, Radstock	£	p		
Page No. 4/66				
Page No. 4/67				
SUB TOTAL			£	p

Ford Close, Ive Devon	£	p		
Page No. 4/68				
Page No. 4/69				
SUB TOTAL			£	p

<u>TOTAL LOT 2 (SOMERSET & DEVON)</u>			£	p
--	--	--	----------	----------

TOTAL CARRIED TO GRAND SUMMARY			£	p
---------------------------------------	--	--	----------	----------

BILL NO. 5 - MISCELLANEOUS

No.	Item Description	Unit	Quant.	Rate	£	P
	<u>BILL No. 5 MISCELLANEOUS</u>					
1.	Sampling and testing of final effluent as Specification Clause 23.	Mth	31			
2	<u>Management of Southern Water discharge account</u> Annual cost to administer Southern Water monthly discharge account	Item	1			
	Carried Forward To Summary					

BILL No. 5

MISCELLANEOUS

SUMMARY

	£	p
Page No. 5/1		
TOTAL CARRIED TO GRAND SUMMARY		

5/1

Conditions of Contract Clause 45, Specification Clause 15 and Appendix 3
Works Offered for Adoption Under Section 102, Water Industry Act 1991

Up to 2 Wastewater Treatment Works may be offered for adoption under Section 102 of the Water Industry Act 1991 during the Contract Period. There is no guarantee that any or all of these works will be adopted or in what order or when.

The following schedule allows for the Contractor to enter an annual sum (either an increase or a decrease or 'no change') against each of the works to compensate for a reduction in the amount of scheduled maintenance and tank emptying. Any increased or decreased annual sum entered by the Contractor will be added to or deducted from the Contractor's monthly invoice in 12 equal instalments.

Works	Increase/Decrease/N.C.
N/A	N/A

	<u>GRAND TENDER SUMMARY</u>	PRICE
1.0	BILL No. 1 – PRELIMINARIES	
2.0	BILL No. 2 – SEPTIC TANK EMPTYINGS, TRANSPORTATION & DISPOSAL OF WASTEWATER LIQUOR & SLUDGE FROM SEPTIC TANKS	
3.0	BILL No. 3 - EMPTYINGS, TRANSPORTATION & DISPOSAL OF WASTEWATER LIQUOR & SLUDGE FROM WASTEWATER TREATMENT WORKS	
4.0	BILL No. 4 - OPERATION & SCHEDULED MAINTENANCE OF WASTEWATER TREATMENT WORKS	
5.0	BILL No. 5 – MISCELLANEOUS	
	SUB TOTAL	
	+ VAT @ 20 %	£ Nil
	<u>TOTAL TENDER</u>	

Name of Contractor

Address of Contractor

.....

.....

Signed on behalf of Contractor

Please print name

SECTION 6

RATES FOR NON-SCHEDULED WORK

RATES FOR NON-SCHEDULED WORK

(Dayworks)

NOTES:

1. Price must include all subsistence, travelling and other costs including bonus allowance, lost time, National Insurance, Contractor's Insurance, holiday entitlement, sick pay schemes, small tools, protective clothing, training and other overhead charges.
2. Rates for plant vehicles and equipment will include all fuel, oil, servicing, maintenance and spares, licences, insurance etc, delivery to and from sites, establishment charges and profit.
3. Net cost is the net invoice price to the Contractor.
4. Cost of plant hire is at the most favourable rate reasonably obtainable for the period for which the plant is required.
5. Where the Contractor proposes to use his own plant, the rate to be charged to the Company shall not exceed the rate in (4) above.
6. Out of hours working – see Specification Clause 7.
7. Rates for materials. Refer to Conditions of Contract Clause 47.
8. These rates do not apply to scheduled maintenance nor where materials or services are supplied under a specific quotation requested by the Supervising Officer.
9. No Tender will be considered unless every entry in the schedule has been fully priced.

1.	Skilled operator	£	per hour
2.	Labourer unskilled	£	per hour
3.	Electrician	£	per hour
4.	Pump fitter	£	per hour
5.	Tanker driver	£	per hour
6.	Plus rate for out of hours working	£	per hour
	(i) Weekday and Saturdays		%
	(ii) Sundays and Bank Holidays		%
7.	Drainage van (transit or similar)	£	per hour
8.	Tanker - capacity 4,500 litres (1,000 gallons)	£	per hour
	- capacity 9,000 litres (2,000 gallons)	£	per hour
	- capacity 13,500 litres (3,000 gallons)	£	per hour
	- capacity 18,000 litres (4,000 gallons)	£	per hour
	- capacity 22,500 litres (5,000 gallons)	£	per hour
9.	Tanker and jetter for sewers	£	per hour
10.	Tanker and jetter for treatment works	£	per hour
11.	Lorry	£	per hour
12.	Rate for other plant (including transport, handling, profit etc)	Net hire cost +	%
13.	Rate for materials (minor capital works) (including delivery, handling, profit etc)		
	(i) Invoice value up to 500	Net cost +	%
	(ii) Invoice value over £500	Net cost +	%

SECTION 7
SITE LOCATION PLANS

Wastewater Treatment Works and Pipe Networks

