

PROPOSED RESIDENTIAL DEVELOPMENT,  
LAND EAST OF 8 SPROATLEY ROAD,  
PRESTON, EAST YORKSHIRE HU12 8TT

WRITTEN SCHEME OF INVESTIGATION  
PART 1: CONTRACT CONDITIONS AND  
BILLS OF QUANTITIES FOR  
ARCHAEOLOGICAL WORKS

Ed Dennison Archaeological Services Ltd  
18 Springdale Way  
Beverley  
East Yorkshire  
HU17 8NU

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Ed Dennison Archaeological Services Ltd  
18 Springdale Way  
Beverley  
East Yorkshire  
HU17 8NU

On behalf of

Ward Homes Yorkshire Ltd  
Village Farm  
Main Street  
Seaton  
East Yorkshire HU11 5RA

**PROPOSED RESIDENTIAL DEVELOPMENT,  
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EAST YORKSHIRE HU12 8TT**

**PART 1: CONTRACT CONDITIONS AND  
BILLS OF QUANTITIES FOR ARCHAEOLOGICAL WORKS**

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# 1 CONTRACT CONDITIONS

## **The Parties**

- 1.1 In this contract documentation the term "Employer" shall mean Ward Homes Yorkshire Ltd, of Village Farm, Main Street, Seaton, East Yorkshire, HU11 5RA.
- 1.2 EDAS will be responsible for the running, supervision and monitoring of the contract, and Ed Dennison of EDAS will be acting as Supervising Officer. The relevant contact details are: Ed Dennison Archaeological Services Ltd, 18 Springdale Way, Beverley, East Yorkshire, HU17 8NU; tel: 01482 870723; e-mail: edarchserv@aol.com.
- 1.3 The term "Contractor" shall be applied to the party commissioned to complete the specified archaeological works. This term shall extend to any person, company or authority so undertaking and any employee, sub-contractor, representative or other party appointed or requested to carry out such works or part thereof by him.
- 1.4 The term "Supervising Officer" shall mean the professional employed or appointed by the Employer to supervise the specified works and this contract, namely Ed Dennison of EDAS.

## **Conditions of Contract**

### *General*

- 1.5 The Contractor will be held to have studied these conditions and the contract documentation carefully. He shall be fully conversant with the implications thereof and to have allowed for such compliance within his tendered rates.
- 1.6 This document has been prepared by Ed Dennison of EDAS on behalf of the Employer. The information contained herein is confidential and remains the property of the Employer. It should not be communicated in part or in toto in any third party, other than for the purposes of preparing this tender, without the prior written consent of the Employer.

### *Notice of Conditions*

- 1.7 The Contractor shall be responsible for notifying the full extent of this contract documentation to his sub-contractors, suppliers or any other parties as defined within paragraph 1.3 above.

### *Intention of the Parties*

- 1.8 The Contractor shall exercise all reasonable skill, care and diligence in the performance of the specified works. He shall abide by the conditions stated within this contract. The Contractor shall endeavour to conduct and complete the specified works in a competent and professional manner, ensuring that adequate resources are allocated by himself for the nature of such works.
- 1.9 The Supervising Officer shall ensure that the issuing of information necessary to the proper completion of the works, confirmation of written instructions, and the necessary processing of certificates and payments, will be carried out without undue delay.

## **Drawings/Documentation**

- 1.10 The Contractor is deemed to have studied the contract documentation including the drawings and specification of works, be familiar with the proposed site, and to have priced for carrying out the works as described. Under no circumstances will a claim be considered arising from a lack of familiarity with these documents or the site.
- 1.11 The Contractor shall refer immediately the Supervising Officer to any apparent discrepancy between the drawings and the specification prior to work commencing.

## **Quantities**

- 1.12 The Bill of Quantities (see below) has been prepared based upon the best information available. It has been measured in good faith for the basis of this contract. The Contractor shall price each item individually; lump sum prices placed against sections of the Bill of Quantities shall not be considered acceptable.
- 1.13 All rates shall be expressed in pounds (sterling) or part thereof to two decimal places. No authorised alterations shall be made to the text or pricing units. The individual rates are to be entirely inclusive of any percentage adjustment that the Contractor may require, especially upon sub-contractors work.

## **Fieldwork Areas**

### *Access*

- 1.14 Initial contacts with landowners, occupiers and tenants, and discussions in principle for archaeological investigation, will be the responsibility of the Supervising Officer and/or the Employer. Detailed access arrangements, the preparation of appropriate way-leaves, compensation, and day-to-day liaison with the Employer, landowners, tenants and occupiers will also be the responsibility of the Supervising Officer.
- 1.15 The Contractor shall access the various fieldwork areas as outlined in the Specification of Works and agreed at a pre-contract meeting. He shall restrict his access movements to a single track unless otherwise instructed by the Supervising Officer. Care shall be taken to avoid unnecessary ingress to adjacent areas.
- 1.16 Movements within the various fieldwork areas shall be restricted to the defined site boundary.
- 1.17 The location of site cabins or other storage or accommodation (if required) will be discussed at the pre-contract meeting, and agreed prior to the commencement of works. Contractors should detail their specific requirements in their tender return.

### *Site Boundary*

- 1.18 The Contractor shall confine his works to within the site boundary, defined as being the area of the whole proposed development site as detailed in the Specification of Works (figure 2). Under no circumstances will the Contractor undertake operations outside the boundary unless requested to do so in writing by the Supervising Officer. The Contractor shall be deemed liable for any damage caused during unauthorised access, storage of materials or site activities outside the site boundary and defined access track(s).

- 1.19 The Contractor shall ensure that all his representatives as defined in paragraph 1.3 above are familiar with the site boundary.

*Setting Out*

- 1.20 All works contained within the site boundary shall be the responsibility of the Contractor. The Contractor will also be responsible for the setting out of the area of open excavation, the excavation trenches and the areas allocated for the storage of spoil, using information provided by the Employer and contained in the Specification of Works.

*Storage of Materials/Restoration*

- 1.21 The Contractor shall be responsible for the correct excavation and storage of spoil and other materials as detailed in the Specification of Works; all excavated material should be contained within the site boundary. Topsoil and subsoil should be separated for ease of reinstatement. Backfilling of excavations with stored materials shall be undertaken with all reasonable skill and care to achieve a restored area in keeping with the appropriate after use.

**Programme of Works**

*Commencement/Completion*

- 1.22 The trenching work (Trenches A to G) is required to be undertaken as soon as possible, probably January 2020.
- 1.23 The off-site works shall be commenced immediately on completion of the on-site works. A written interim report is required within four weeks of the completion of this element of the on-site work. A final report incorporating a post-excavation assessment of the whole site archive is required within 24 weeks of the completion of all the on-site works, although this latter timescale may depend on whether further investigations are required within the site.
- 1.24 The on-site and off-site sections of the contract shall be collectively known as “the works”.

*Work Programme*

- 1.25 The Contractor shall submit an idealised work programme with his tender, using the information supplied in these Contract Conditions and the Specification of Works. The idealised work programme will be discussed at the pre-contract meeting.
- 1.26 The Contractor shall demonstrate, by means of progress reports and/or charts, his adherence to the agreed work programme. Any variations to the Contractors programme shall be confirmed by the Supervising Officer in writing and subject to agreement with the Contractor.

*Extension of Contract Period*

- 1.27 Should it become apparent that, for reasons beyond the reasonable control of the Contractor, the works will not be completed by the dates or timescales inserted in paragraphs 1.22 and 1.23 above, then the Contractor shall notify the Supervising

Officer in writing immediately. The Contractor should state clearly the reasons for delay to the contract period and estimate an extension of time required to obtain completion. The Supervising Officer shall consider such a notification and extend, in writing, a reasonable time period for completion if deemed necessary.

#### *Completion Date*

- 1.28 The Supervising Officer shall certify the date when, in his opinion, the works or relevant work stages have reached completion.

#### **Control of Works**

##### *Assignment*

- 1.29 Neither the Employer, Supervising Officer, nor the Contractor shall, without written consent, assign this contract.

##### *Sub-Contracting*

- 1.30 The Contractor shall not sub-contract or underlet this contract nor any part thereof without the written consent of the Supervising Officer. Such consent shall not be unreasonably withheld.

##### *Contractors Representative*

- 1.31 The Contractor shall, at all reasonable times, ensure that a competent and suitably qualified Site Director or Site Supervisor be charged with responsibility for the site. Instructions or variations given to this representative by the Employer and/or the Supervising Officer shall be deemed to have been issued to the Contractor.

##### *Progress Meetings and Monitoring*

- 1.32 The Supervising Officer shall monitor progress of the works by regular visits to the site. The frequency of such visits shall be at the discretion of the Supervising Officer, and they may occur without notice. Occasional site meetings may also be arranged as required. The Contractor shall ensure attendance at progress meetings of himself and any relevant sub-contractors. The Contractor should also ensure that the Supervising Officer is kept fully informed as to progress on site, through the issuing of written statements or verbal communications on a weekly basis.

##### *Site Records*

- 1.33 The Contractor shall keep detailed records of all activities undertaken on site in relation to this contract. Such records shall be made available for inspection by the Supervising Officer at all reasonable times.
- 1.34 The Contractor shall also ensure that proper records are maintained of all finds, and that arrangements are made for the correct storage of such finds as detailed in the Specification.

##### *Rates of Progress*

- 1.35 The Contractor must proceed with all reasonable expedition to ensure completion of the works within the specified period. The Employer reserves the right to take

possession of the site in part or whole and/or take control of the works wholly or in part from the Contractor if, in his opinion, a reasonable rate of progress is not being maintained. Such action may also be taken if, in the opinion of the Employer and/or the Supervising Officer, the Contractor fails to provide sufficient and competent staff or resources.

- 1.36 The Employer may then instruct another Contractor to complete the works in a proper manner. All reasonable costs and charges incurred by the Employer shall be ascertained and charged to the original Contractor.

*Workmanship*

- 1.37 The contract shall be carried out in a competent and professional manner. If, in the opinion of the Supervising Officer, any part of the works fail to meet the Specification, he shall reject such items and order that they be redone. The Contractor shall bear all costs of such rejection, including the making good or disposal of rejected work or materials.

*Instructions and Variations*

- 1.38 The Employer may, without invalidating the contract, issue written instructions through the Supervising Officer which the Contractor shall carry out without delay. If instructions are given orally, they shall be supplemented in writing (email) within 48 hours.
- 1.39 If within seven days of receiving an instruction the Contractor fails to comply, the Employer reserves the right to take appropriate action as outlined in paragraphs 1.79 and 1.80 below.
- 1.40 The Employer, through the Supervising Officer, may also order an omission, addition or change to the works, without invalidating the contract. Such a variation shall be valued by the Supervising Officer in a fair and reasonable manner using relevant prices obtained from the Bill of Quantities or from agreed rates with the Contractor.

*Contingencies*

- 1.41 Any contingency sums, or parts thereof, shall only be expended upon written instruction from the Employer.

*Dayworks*

- 1.42 Daywork shall only be allowed where the nature of the work does not lend itself to more accurate measurement and valuation. Dayworks shall only commence upon prior and written approval of the Employer or his Supervising Officer. Where daywork rates are allowed, then daywork sheets specifying personnel employed, time, materials and use of plant shall be recorded, countersigned by the Supervising Officer, and delivered to the Employer. Delivery shall take place no later than seven days from the date of work taking place.



## **Services**

### *General*

- 1.43 The Contractor shall be expected to acquaint himself with the location of all services on site. As far as is known, no services cross the proposed development site, and there are no overhead wires. Plans and drawings showing the location of any known services will be issued to the successful Contractor at the pre-contract meeting, but these should be used for guidance purposes only. It is the Contractor's responsibility to ascertain the exact position of services and take precautionary measures to avoid their disturbance.

### *Drains*

- 1.44 The Contractor shall avoid blocking manholes, gullies and drainage systems by soil or other materials during the works. Should a blockage arise, the cost of repairs shall be borne solely by the Contractor.

### *Water*

- 1.45 The Contractor shall assume responsibility for the provision of water on site to meet his own requirements.
- 1.46 If required, he shall provide a temporary supply, with connections approved by the relevant water authority to be located within the site boundary unless otherwise directed. The Contractor shall remove the temporary supply at the end of works and make good the site. The Contractor shall pay all charges levied by the relevant water authority for the installation and use of such a facility.
- 1.47 The use and positioning of a water supply shall be such that it avoids flooding to both the site excavations and local roads, footpaths, property, etc. Any such damage shall remain the responsibility of the Contractor.

### *Lighting and Power*

- 1.48 The Contractor shall provide all artificial lighting and power supply as may be required for the execution of the works. He shall pay all charges in relation to connection, use and removal of such facilities. In all instances the provision of lighting and power shall be to the satisfaction of the relevant electricity board.

## **Prices/Payment**

### *General*

- 1.49 The Contractor shall be deemed to have included in his rates and prices for all necessary labour, materials and plant, allowing carriage to and from the site (including unloading, storage and handling), temporary works, general obligations, liabilities and risk, fitting and fixing in position, bonus payments, establishment charges, overheads, and profit, unless otherwise stated.

### *Pricing of Preliminaries*

- 1.50 The Contractor shall be deemed to have included an element within his rates for compliance with these preliminaries and conditions of contract.

### *Contract Sum*

- 1.51 The contract sum shall in all cases be regarded as a fixed price value for the services specified in this contract.

### *Provisional Sums*

- 1.52 Provisional sums shall be expended only upon written instruction from the Employer or the Supervising Officer. The elements of work relating to such expenditure shall be agreed in advance of such an instruction.

### *Prime Cost Sums*

- 1.53 Where a prime cost sum is included in the Bill of Quantities for materials, goods or specialist services by a third party, it shall not include a cash discount to the Contractor. The tendered rates shall be deemed to be inclusive of profit and attendance for such items.

### *Progress Payments*

- 1.54 Progress or staged payments may be made at the request of the Contractor; any specific requirements should be discussed and agreed at the pre-contract meeting. Any such payments shall take into account the value of the work undertaken, including agreed variations and the value of any materials brought to site for the necessary execution of the works. The Employer may request details of work executed including invoices for deliveries and materials, dayworks, sheets, etc to be used in the preparation of certification.
- 1.55 Progress payments can be made if required. Invoices should be submitted to the Supervising Officer (made out to the Client) by 27th of any month, to allow certification and submission to the client. Provided this deadline is made, a payment period of 30 days will apply.

### *Certification*

- 1.56 Upon successful completion of the on-site and off-site works, the Supervising Officer shall issue a partial completion certificate within five days.
- 1.57 Partial completion certificates shall take account of all work executed including agreed valuations and the value of material brought to site for the necessary completion of the works less the value of any progress payments.
- 1.58 A completion certificate shall be issued within 14 days of the successful completion of the project. Such a certificate shall take account of the entire contract works including agreed variations less progress payments and partial completion certificates. Provided appropriate invoices are submitted by 27th of any month, the payment period from the date of completion certification shall be 30 days.

### *Value Added Tax, Levies and Charges*

- 1.59 The Contractor shall be responsible for the correct application of all levies, taxes and charges to his tender price, the contract sum, and any progress payments.
- 1.60 For the purposes of certification, the Contractor shall inform the Employer of the relative values of goods and services for which the certificate is being issued, and

their respective rates of VAT (including zero). VAT shall mean Value Added Tax as defined under the 1972 Finance Act. Tax receipts shall be issued by the Contractor upon receipt of certified payment, within 14 days, detailing VAT charged and the Contractors VAT number if applicable.

## **Safety and Related Matters**

### *General*

- 1.61 Contractors should note that Health and Safety concerns will take precedence over all archaeological matters.
- 1.62 The successful Contractor shall provide a completed Risk Assessment in advance of the commencement of any works on site.

### *Liabilities, Indemnities and Insurance*

- 1.63 Notwithstanding any supervision given or approval expressed by the Employer or his Supervising Officer, the Contractor shall release and indemnify the Employer and his Supervising Officer from and against all liability for personal injury (fatal or otherwise), loss or damage to property and any other loss, damage, costs and expenses arising as a consequence during the execution of the works or during supply, delivery, handling and storage of goods and materials. Such release and indemnity shall extend to injury, death, loss, damage, costs and expenses however caused, except as a direct result of negligence on the part of the Employer or his Supervising Officer.
- 1.64 Prior to commencement of the works, the Contractor shall take out a policy or policies to cover all such risks mentioned above including Public Liability Insurance and Employers Liability Insurance. Such insurance cover shall be sufficient to provide cover to the minimum value of £5 million in respect of any one accident or series of accidents arising from any one incident unlimited during the period of insurance. Evidence of insurance shall be produced by the Contractor with his tender.

### *Loss by Theft, Larceny etc.*

- 1.65 The Contractor shall be held responsible for the loss of materials and plant supplied to him or delivered to him by the Employer or sub-contractors in regard to accident, fire, theft or larceny during the execution of the works.

### *Damage to the Works*

- 1.66 The Contractor shall take every necessary and proper precaution to protect the works from undue damage by water, flood, hail, springs, frost, snow, hot sun, winds, gales, third parties and all other possible sources of injury. The making good of such damage shall remain the responsibility of the Contractor. Unless specifically authorised by the Employer, it will not be necessary to cover the works with polytunnels or similar temporary structures.

### *Safety Precautions*

- 1.67 The Contractor shall take all safety precautions to prevent injury to any persons or livestock by effectively fencing the excavations with orange plastic mesh, avoiding

the accumulation of litter and rubbish, and providing any lighting as may be necessary.

- 1.68 The Contractor shall keep the roads, bridle ways, footpaths and pavings adjacent to the site or used by traffic to the site clean, unobstructed and in a safe manner. In particular the Contractor shall prevent mud or rubbish of any kind being carried onto adjacent roads, footpaths and pavings. Should such a situation arise the Contractor will be held responsible for the cleaning of such areas to the satisfaction of the Supervising Officer. Where practical all vehicles leaving the site shall be adequately cleaned, sufficient to prevent mud or rubbish being dropped or deposited from them.
- 1.69 The Contractor shall comply with all Health and Safety Legislation and should submit a copy of his Health and Safety Policy with his tender.
- 1.70 The Contractor's attention is drawn to recent legislation which is particularly relevant to this contract:
- Management of Health and Safety Regulations 1992 (this includes the production of Risk Assessments and these are relevant to any deep excavations);
  - Control of Substances Hazardous to Health Regulations 1986;
  - Personal Protective Equipment at Work Regulations 1992;
  - Manual Handling Operations Regulations 1992;
  - Environmental Protection (Duty of Care) Regulations 1991.

*Protection of Work and Equipment*

- 1.71 During the contract period, the Contractor shall ensure that all work and equipment are efficiently protected from the general public, the Employer and his agents, and any other persons. The Contractor shall be responsible for any damage or accident claims arising from non compliance of this clause.
- 1.72 The Contractor shall provide and maintain all requisite barriers, warning signs, lights, temporary fencing and watchmen as may be necessary and as itemised in the Specification throughout the period of the works.
- 1.73 Special care should be taken as the fieldwork areas are adjacent or close to a public footpath, bridle way and major highway.

*Welfare of Contractor's Staff and Sub-consultants*

- 1.74 The Contractor shall ensure that all safety and welfare measures required under or by virtue of the provisions of any enhancement or regulation or the working rules of any industry are strictly adhered to. This includes any current COVID-19 regulations.
- 1.75 Particular attention should be paid to the Health and Safety at Work Act 1974 and any subsequent amendments. The site shall be organised and all operations carried out in a manner consistent with the safety of workers, visitors and the general public. The Contractor should allow for the inclusion within his tender rates of necessary measures to achieve this aim.
- 1.76 Before executing any part of the works the Contractor should satisfy himself as to the practicability of the specified works with regard to safety.

- 1.77 The Contractor shall be expected to provide and maintain all necessary facilities for his own employees or sub-contractors.

*Pollution*

- 1.78 The Contractor shall take note of the Control of Pollution Act 1974 and the Environmental Protection Act 1990, and take all reasonable precautions to prevent any pollution arising from the excavation of the works. The Contractor will be held responsible for any such pollution and the costs of rendering harmless or removing any offensive discharge or deposit caused by the Contractor or his sub-contractor will be borne by the Contractor.

**Determination**

*Determination by the Employer*

- 1.79 The Employer may determine this contract forthwith, giving written notice by means of registered post or recorded delivery, should the Contractor:
- without reasonable cause fail to proceed diligently with the works or wholly suspend the works prior to completion;
  - become bankrupt, have a winding up order made or resolution for voluntary winding up passed, or a receiver or manager of his business or undertaking entered into for possession on behalf of a creditor for any part of his business.
- 1.80 In the event of determination, the Contractor shall immediately give up possession of the site and the Employer shall not be bound to make any further payment to the Contractor until completion of the works. Such monies due shall only be certified after an accurate assessment by the Employer of work completed by the Contractor upon the day of determination. In all cases monies due shall be subject to deductions in relation to the Employers costs and expenses for instructing an alternative Contractor to carry out and complete the specified works.

*Determination by the Contractor*

- 1.81 The Contractor may determine this contract forthwith, giving written notice by means of registered post or recorded delivery, should the Employer:
- interfere or obstruct the carrying out of the works, or fail to make the site available in accordance with the schedule outlined in paragraph 1.22 of this contract;
  - suspend the carrying out of the works for a period greater than six months;
  - fail to make progress payments in accordance with paragraphs 1.54 and 1.55 of this contract;
  - become bankrupt, have a winding up order made, or resolution for voluntary winding up passed or a receiver or manager entered into for possession on behalf of a creditor for any part of his business.
- 1.82 In the event of the Contractor determining the contract, the Employer shall pay to the Contractor a sum which shall be fair and reasonable for the value of work executed, materials on site and premature removal from site of the Contractors equipment. Such a sum shall be less any previous payments made to the Contractor.

## **Discoveries**

### *Human Remains*

- 1.83 Any human remains discovered during the execution of the works shall be adequately recorded and left *in situ*, and not be unnecessarily disturbed unless otherwise directed in writing by the Supervising Officer. If removal is a necessity, this should be done in accordance with the appropriate archaeological standards and guidance, and with due regard to the conditions of a Home Office burial license.

### *Gold and Silver*

- 1.84 All finds of gold and silver shall be duly reported to the H M Coroner according to the procedures relating to 1996 Treasure Act (and any subsequent amendments), after discussion with the Supervising Officer.

### *Other Finds*

- 1.85 All other finds including coinage, pottery etc shall be placed in appropriate and correct storage as directed by the Supervising Officer, after appropriate authorisation from the Landowner.

### *Copyright*

- 1.86 At the end of the project, the Contractor will assign copyright of all project documentation and reports as defined in the Copyright, Designs and Patents Act 1988 (chapter IV, section 79) to the Employer upon written request. However, the Contractor or his sub-contractors shall retain the right to be identified as the author.
- 1.87 The Employer will also retain absolute control over the use and dissemination of any of the project documentation or reports, although the Contractor may apply in writing for permission to use or disseminate any of the material himself. Such permission will not be unreasonably withheld.

## 2 BILLS OF QUANTITIES

	ITEM	QTY	UNIT	RATE	£	P
	<b>ARCHAEOLOGICAL TRIAL TRENCHING, SPROATLEY ROAD, PRESTON, EAST YORKSHIRE</b>					
A	Contingency Sum		Item		2,000	00
B	Allow for all preliminary items and site establishment costs, bring to site, maintain on site and remove from site all equipment required for the execution of the trenching works		Item			
C	Undertake evaluation trial trenching (Trenches A to G): 7 trenches - 3 x 20m x 2m; 3 x 30m x 2m; 1 x 40m x 2m	320	sqm			
D	Undertake backfilling of trial trenches	320	sqm			
E	Allow for written, drawn and photographic records of trial trenching, as specified		item			
F	Allow for processing, labelling, bagging, boxing and storage of all bulk and small finds from trial trenching, as specified		Item			
G	Allow for production of an environmental sampling strategy, and collection, analysis, storage and processing, for trial trenching, as specified		Item			
H	Allow for finds processing, conservation, analysis and storage, for trial trenching, as specified (Provisional)		Item			
I	Allow for radiocarbon and archaeomagnetic dating, for trial trenching, as specified (Provisional)		Item			
J	Allow for the production of interim report, as specified		Item			
K	Allow for the production of final report and post excavation assessment, as specified		Item			
L	Allow for the preparation and storage of trial trenching archive, as specified (Provisional)		Item			
M	Allow for any other specified process not detailed above (details required) (Provisional)		Item			
	Carried forward to Form of Tender £					

### 3 SCHEDULE OF DAYWORK RATES

Please enter all grades of staff who are likely to be employed on this contract with their daily rates for additional work as yet unforeseen. Rates will be deemed to include for all overheads and profit.

GRADE OF STAFF	DAILY RATE



**4 FORM OF TENDER**

**ARCHAEOLOGICAL TRIAL TRENCHING, SPROATLEY ROAD, PRESTON, EAST YORKSHIRE**

FORM OF TENDER  
(FIXED PRICE TENDER)

.....the undersigned hereby undertake to execute the whole or any part of the work required on the above mentioned site according to the Specification, Bill of Quantities and Drawings.

Our tender is based upon the total requirements described in the Bill of Quantities and as shown on the Drawings, and we agree that any variation in the works specified and/or shown on the Drawings, whether more or less, shall be adjusted by additions to or deductions from the Tender Amount as the case may be.

.....undertake to execute the whole of the above work for the sum of

.....

.....further undertake and agree, in the event of Tender being accepted, to complete the work or any part thereof, and in such order as the Supervising Officer may require, to proceed with the work immediately upon receiving the Supervising Officer's instructions and to progress the work and complete the same to his entire satisfaction.

.....agree that this Tender shall not be withdrawn or modified for three calendar months from the last date for receipt of tenders but shall remain open for acceptance and binding upon (us) during that period.

AS WITNESS ..... HAND THIS ..... DAY OF ..... 2020

SIGNATURE .....

ON BEHALF OF .....

ADDRESS .....

.....

The Supervising Officer / Client does not bind himself to accept the lowest or any tender.