

P1276
City Centre Highways and Infrastructure Works
(Active Travel Connections to Interchange Phase 1)

OPEN PROCUREMENT PROCEDURE

Volume 007 Contract Data:

Contract Data Part 1

Contract Data Part 2

Activity Schedule

Form of Tender

Form of Agreement

August 2025

Birmingham City Council

P1276

City Centre Highways and Infrastructure Works (Active Travel Connections to Interchange Phase 1)

Volume 007 Contract Data:

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Contract Data

Part One – Data provided by the Client

REDACTED

PART ONE – DATA PROVIDED BY THE CLIENT

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

1 General

The *conditions of contract* are the core clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2019, October 2020, and January 2023)

Main Option Option for resolving and avoiding disputes

Secondary Options

The *works* are

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name A Representative of Birmingham City Council (TBC)

Address for communications
Transport Projects
Transport and Connectivity
Place, Prosperity & Sustainability
Directorate
Birmingham City Council
Council House, Victoria Square
Birmingham,
B2 2HN.
PO Box 16616
Tel No: (TBC)

Address for electronic communications name2.TBC@birmingham.gov.uk

The Scope is in Volume 005 – Scope

The Site Information is in Volume 006 - Site Information

The *boundaries of the site* are The 'Works Boundary' as shown on Drawing B2309523-JAC-HGN-00-DR-CH-0005 P02, titled Site Boundary

The *language of the contract* is English

The *law of the contract* is the law of England and Wales, subject to the jurisdiction of the Courts of England and Wales

The *period for reply* is 2 weeks except that

The following matters will be included in the Early Warning Register

None

Early warning meetings are to be held at intervals no longer than 2 (two) weeks

2 The Contractor's main responsibilities

If Option C, D, E or F is used The Contractor prepares forecasts of the total Defined Cost for the whole of the works at intervals no longer than 4 (four) weeks

3 Time

The *starting date* is 1st September 2025

The *access dates* are

part of the Site

date

(1) Whole of the site 1st September 2025

The Contractor submits revised programmes at intervals no longer than 4 (four) weeks

If the *Client* has decided the *completion date* for the whole of the *works*

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

31st March 2029

Taking over the *works* before the Completion Date

The *Client* is/is not willing to take over the *works* before the Completion Date (Delete as applicable)

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

The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is

4 (four) weeks

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

4 (four) weeks

The period between Completion of the whole of the *works* and the *defects date* is

52 (Fifty-two) weeks

The *defect correction period* is

4 (four) weeks

except that

- The *defect correction period* for

Urgent Repairs

is 1(one) week

- The *defect correction period* for

Emergency Repairs

is 24 Hours

5 Payment

The *currency of the contract* is the

Pound Sterling (£)

The *assessment interval* is

Monthly

The *interest rate* is 8.0 % Per annum (not less than 2) above the

Average base rate in force from time to time at the

rate of the

Bank of England

bank

If Option C or D is used

The *Contractor's share percentage* and the *share ranges* are

less than

Contractor's share percentage

%

from

%

from

%

from

%

greater than

%

If Option C, D, E or F is used

The *exchange rates* are those published in

<https://markets.ft.com/data/currencies>

on

2 weeks prior to tender or latest application date

(date)

6 Compensation events

The place where weather is to be recorded is

Coleshill weather recording station

The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 9.00 hours GMT

and these measurements

The weather measurements are supplied by the Contractor obtaining the weather records from the Met Office within 2 weeks from request by the *Project Manager* at no cost to the Client

The *weather measurements* are supplied by

Met Office

The *weather data* are the records of past *weather measurements* for each calendar month

which were recorded at

Coleshill weather recording station

and which are available from

Met Office

Where no recorded data are available

Assumed values for the ten-year weather return *weather data* for each *weather measurement* for each calendar month are

N/A

If there are additional compensation events

These are additional compensation events

None

8 Liabilities and insurance

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

£10,000,000 (ten million pounds)

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

£10,000,000 (ten million pounds)

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

£10,000,000 (ten million pounds)

Resolving and avoiding disputes

	The <i>tribunal</i> is	Arbitration
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	ICE Arbitration Procedure – 30 April 2012
	The place where arbitration is to be held is	Birmingham
	<p>The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is</p> <p>If choice is not agreed between parties within 2 weeks, the Institution of Civil Engineers appoints an Arbitrator.</p>	
If Option W1 or W2 is used	The <i>Senior Representatives</i> of the <i>Client</i> are	
	Name (1)	Head Of Transportation Projects (Contracts and Resources)
	Address for communications	Transport Projects, Transport & Connectivity, Place, Prosperity & Sustainability Directorate, Birmingham City Council, Council House, Victoria Square PO Box16616, Birmingham B2 2HN
	Address for electronic communications	
	Name (2)	Assistant Director of Major Transport Projects
	Address for communications	Transport Projects, Transport & Connectivity, Place, Prosperity & Sustainability Directorate, Birmingham City Council, Council House, Victoria Square PO Box16616, Birmingham B2 2HN
	Address for electronic communications	
	The <i>Adjudicator</i> is	
Name	Name to be confirmed	
Address for communications	The Institution of Civil Engineers 1 Great George Street, Westminster, London SW1P 3AA	
Address for electronic communications	TBC	
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	

X5: Sectional Completion

If Option X5 is used

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

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	Restoration of the Victoria Square Steps	1 st June 2026
(2)	Construction of the Works – Phase 1 New Street, Temple Street, Lower Bennetts Hill & Cannon Street HVM	31 st March 2027
(3)	Construction of the Works – Phase 2 Ethel Street, Lower Temple Street, Chamberlain Square & Eden Passage	31 st March 2029
(4)	Final Commissioning of Mechanical HVM inc. 5 year service level agreement	31 st March 2029

X7: Delay damages

If Option X7 is used with
Option X5

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

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	Restoration of the Victoria Square Steps	
(2)	Construction of the Works – Phase 1 New Street, Temple Street, Lower Bennetts Hill & Cannon Street HVM	
(3)	Construction of the Works – Phase 2 Ethel Street, Lower Temple Street, Chamberlain Square & Eden Passage	
(4)	Final Commissioning of Mechanical HVM inc. 5 year service level agreement	
The delay damages for the remainder of the <i>works</i> is		

X8: Undertakings to the Client or Others

If Option X8 is used

The *undertakings to Others* are

provided to

None

The *Subcontractor undertaking to Others* are

works

provided to

None

The *Subcontractor undertaking to the Client* are

works

Hostile vehicle Mitigation works

X15: The Contractor's Design

If Option X15 is used

The *period for retention* following Completion of the works or earlier

Termination is

twelve years

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

£10,000,000.00
(ten million pounds)

The period following Completion of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

twelve years

X16: Retention (not used with Option F)

If Option X16 is used

The *retention free amount* is

£0.00

The *retention percentage* is

3 (Three)

%

Retention bond

The *Contractor* ~~may~~ **may not** give the *Client* a retention bond (Delete as applicable)

X18: Limitation of liability

If Option X18 is used

The *Contractor's* liability to the *Client* for indirect or

consequential loss is limited to

£10,000,000 (ten million pounds) in aggregate for each 12-month period.

For any one event, the *Contractor's* liability to the *Client* for

loss of or damage to the *Client's* property is limited to

£10,000,000 (ten million pounds)

The *Contractor's* liability for Defects due to its design which

are not listed on the Directs Certificate is limited to

£10,000,000 (ten million pounds) in aggregate for each 12-month period.

The *Contractor's* total liability to the *Client* for all matters

Arising under or in connection with the contract, other than

Excluded matters, is limited to

£10,000,000 (ten million pounds)

The end of *liability date* is

12 (twelve)

years after the Completion of the whole of the *works*

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is

21

days after the date on which payment becomes due

If Option Y(UK)3 is used

term

beneficiary

None

None

REDACTED

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are clauses Z1 to Z8, Z100 to Z101 and Z200 to Z204

	ADDITIONAL CONDITIONS OF CONTRACT	
Z1	Clause 11.2	Insert the following new definitions in new clauses 11.2(36) to 11.2(42)
	11.2	<p>(36) The Anti-Corruption Policy is identified in the Scope or if none is identified a policy that is implemented by the <i>Contractor</i> setting out the procedures the <i>Contractor</i> puts in place to comply with section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of that Act.</p> <p>(37) The <i>Authorised Persons</i> are any of the <i>Contractor's</i> officers, employees, agents, Subcontractors and any other persons who perform services or works for or on behalf of the <i>Contractor</i> in connection with this contract.</p> <p>(38) The CDM Regulations are the Construction (Design and Management) Regulations 2015 and the related Approved Codes of Practice together with any requirements issued from time to time by the Health and Safety Executive.</p> <p>(39) Intellectual Property is all copyright and all neighbouring and database rights and moral rights, registered designs, registered and unregistered design rights, or any similar rights or property in any part of the world whether registered or unregistered together with the right to apply for the registration of such rights in any part of the world and the rights to current applications for registration of any such intellectual property.</p> <p>(40) The Statutory Requirements are any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the works or performance of any obligations under this contract and any regulation or byelaw of any local authority or statutory undertaker which has any jurisdiction with regard to the works or with whose systems the works are, or are to be, connected, including any statutory provisions.</p> <p>(41) A Business Day is any day which is not a Saturday, a Sunday, Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday."</p> <p>(42) Statutory Undertaker means any local authority or statutory undertaker or equivalent or relevant public body or any private utility service provider who executes work in pursuance of its statutory obligations and/ or as required in relation to the supply of a utility services including and persons employed, engaged or authorised by it upon or in connection with that work</p>
Z2	Clause 17.1	Delete and substitute:
	17.1	If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence

		<p>Volume 001 – Instructions for Tenderers</p> <p>Volume 002 – ITT Questionnaire Tender Response</p> <p>Volume 003 – Contents page</p> <p>Volume 004 – Employment & Skills Table</p> <p>Volume 005 – Scope</p> <p>Volume 006 – Site Information</p> <p>Volume 007 – Contract Data</p> <p>Volume 008 – Pre-construction Information</p> <p>Tender Amendments</p> <p>The <i>Project Manager</i> or the Contractor notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of the contract. The <i>Project Manager</i> states how the ambiguity or inconsistency should be resolved.</p> <p>Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/ or instruction is not a compensation event if it had been raised as a tender query during the tender period or during post tender clarifications.</p>
Z3	Clause 20.5	Insert a new clause:
	20.5	For the avoidance of doubt, the <i>Contractor</i> is responsible for the management and co-ordination and agreeing the programme of any Statutory Undertakers who are required to carry out work in relation to the <i>works</i> who will be appointed by the <i>Client</i> . In particular (but without implying any limitation) the <i>Contractor</i> will use all reasonable endeavors to mitigate any delays caused by the carrying out by a Statutory Undertaker of work in pursuance of its statutory obligations and/ or as required in order to divert existing services as a result of the works or provide a new service, or any failure to carry out such work. Failure in performance of the Statutory Undertaker to meet dates agreed with the <i>Contractor</i> or repeat visits to undertake works shall constitute a compensation event.
Z4	Clause 44.5	Insert a new clause
	44.5	Notwithstanding the provisions of clause 44.1, before Completion the <i>Contractor</i> corrects immediately it is found and with all due diligence a Defect which adversely impacts upon or puts at risk the safe operation of the works. If the <i>Contractor</i> does not correct such Defect immediately and with all due diligence the <i>Project Manager</i> assesses the cost of having the Defect corrected by other people and the <i>Contractor</i> pays this amount.
Z5	Clause 84.1	Delete and substitute:
	84.1	Before the <i>starting date</i> and on each renewal of each insurance policy until the <i>defects date</i> , the <i>Contractor</i> submits to the <i>Project Manager</i> for acceptance certificates which state that the insurance required by this contract is in force. The certificates are signed by the <i>Contractor's</i> insurer or insurance broker. The <i>Contractor</i> also submits insurance policies to the <i>Project Manager</i> for acceptance as the <i>Project Manager</i> instructs. A reason for not accepting the certificates or policies is that they do not comply with this contract. In that case, the <i>Client</i> may require the <i>Contractor</i> to effect and the <i>Contractor</i> effects such further insurance as the <i>Client</i> may reasonably require.
Z6	Option X4	Delete clause X4.1 and insert a new clauses X4.1 as follows:
	X4.1	If the <i>Contractor</i> is a subsidiary of another company, the <i>Contractor</i> gives to the <i>Client</i> a guarantee of the <i>Contractors</i> performance from the ultimate holding company of the Contractor in the form set out in the Scope Appendix 005.21. If the guarantee was not given by the Contract Date, it is given to the <i>Client</i> within four weeks of the Contract Date.
Z7	Option X16	Retention

		Insert a new clause X16.4 after existing clause X16.3
	X16.4	The <i>Client</i> has the full beneficial interest in the amount retained, without any fiduciary obligation; and the relationship of the <i>Client</i> and the <i>Contractor</i> with regard to the amount retained is solely that of debtor and unsecured creditor, subject to the terms of this contract.
Z8	Clause 54.9	Insert a new clause 54.9
	54.9	The Project Manager may make an assessment of the Contractors share at the assessment date following the assessment date at which it was determined that the Price for Work Done to Date exceeds the then total of the Prices. This share is included in the amount due.

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Z100		Insert a new clause 100 as follows:														
	100	Local Authority Requirements														
	100.101	<p>Definitions</p> <p>The words and phrases which are used in clause Z100 and which are set out in the left hand column of the following Definitions Table (unless the context otherwise requires) will have the meanings which are given to them opposite in the right hand column of the Definitions Table:</p> <p>Definitions Table</p> <table><tr><th>WORD/PHRASE</th><th>DEFINITION</th></tr><tr><td>Best Value Duty</td><td>means the <i>Client's</i> duty under Section 3 of the Local Government Act 1999 to obtain 'Best Value' by ensuring continuous improvement in the way in which its functions are exercised, having regard to economy, efficiency and effectiveness optimum combination of whole life costs and benefits to meet the customer's requirements</td></tr><tr><td>Confidential Information</td><td>means any information received from the disclosing Party for the purposes of providing or receiving Works or otherwise relating in any way to the business, operations and activities of the disclosing Party that if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, whether disclosed in tangible form or otherwise, is manifestly confidential. Confidential Information includes the Contract, this Deed and any communications forming part of or pertaining to the relationship between the Parties</td></tr><tr><td>Data Protection Legislation</td><td>means the Data Protection Act 1998, the EU Data Protection Directive 95/46, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy including where applicable the guidance and codes of practice issued by the Information Commissioner</td></tr><tr><td>EIR</td><td>means the Environmental Information Regulations 2004</td></tr><tr><td>FOIA</td><td>means the Freedom of Information Act 2000</td></tr><tr><td>Party</td><td>means the <i>Client</i> or the <i>Contractor</i></td></tr></table>	WORD/PHRASE	DEFINITION	Best Value Duty	means the <i>Client's</i> duty under Section 3 of the Local Government Act 1999 to obtain 'Best Value' by ensuring continuous improvement in the way in which its functions are exercised, having regard to economy, efficiency and effectiveness optimum combination of whole life costs and benefits to meet the customer's requirements	Confidential Information	means any information received from the disclosing Party for the purposes of providing or receiving Works or otherwise relating in any way to the business, operations and activities of the disclosing Party that if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, whether disclosed in tangible form or otherwise, is manifestly confidential. Confidential Information includes the Contract, this Deed and any communications forming part of or pertaining to the relationship between the Parties	Data Protection Legislation	means the Data Protection Act 1998, the EU Data Protection Directive 95/46, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy including where applicable the guidance and codes of practice issued by the Information Commissioner	EIR	means the Environmental Information Regulations 2004	FOIA	means the Freedom of Information Act 2000	Party	means the <i>Client</i> or the <i>Contractor</i>
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	100.102	<p>Data Protection</p> <p>100.102.1 The <i>Contractor's</i> attention is drawn to the Data Protection Legislation.</p> <p>100.102.2 The Parties agree that with respect to the Parties' rights and obligations under Contract and this Deed and for the purposes of the Data Protection Legislation that the <i>Client</i> is the Data Controller and that the <i>Contractor</i> is the Data Processor.</p> <p>100.102.3 The <i>Contractor</i> will:</p> <p> 100.102.3.1 process the Personal Data (as defined in the Data Protection Legislation) only in accordance with the <i>Client's</i> policies including but not limited to data protection, information security and retention of personal data and instructions from the <i>Client</i> (which may be specific instructions or instructions of a general nature as set out in this Deed or</p>														

		as otherwise notified by the <i>Client</i> to the <i>Contractor</i> during the Contract term);
100.102.3.2		process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Works or as is required by law or any regulatory body.
100.102.3.3		implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure as required under the Seventh Data Protection Principle in Part 1 of Schedule 1 of the Data Protection Act 1998. These measures will be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
100.102.3.4		take reasonable steps to ensure the reliability of any of the <i>Contractor's</i> staff who have access to the Personal Data, including carrying out adequate security checks on those staff.
100.102.3.5		ensure that all staff who are required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations which are set out in this section.
100.102.3.6		ensure that none of the staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the <i>Client</i> .
100.102.3.7		not transfer the Personal Data to any sub-contractors or affiliates involved in the provision of the Works.
100.102.3.8		notify the <i>Client</i> (within five (5) Business Days) if it receives:
	(i)	a request from an individual to have access to that person's Personal Data; or
	(ii)	a complaint or request relating to the <i>Client's</i> obligations under the Data Protection Legislation
100.102.3.9		provide the <i>Client</i> with full cooperation and assistance in relation to any complaint or request made, including by:
	(i)	providing the <i>Client</i> with full details of the complaint or request.
	(ii)	complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the <i>Client's</i> instructions.
	(iii)	providing the <i>Client</i> with any Personal Data it holds in relation to a individual (within the timescales required by the <i>Client</i>); and
	(iv)	providing the <i>Client</i> with any information requested by the <i>Client</i>
100.102.3.10		permit the <i>Client</i> or its officers (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the <i>Contractor's</i> data processing activities (and/or those of its agents, subsidiaries and sub-Contractors) and comply with all reasonable requests or directions by the <i>Client</i> to enable the <i>Client</i> to verify and/or procure that the

		<p><i>Contractor</i> is in full compliance with its obligations under this Deed.</p> <p>100.102.3.11 provide a written description of the technical and organisational methods employed by the <i>Contractor</i> for processing Personal Data (within the timescales required by the <i>Client</i>); and</p> <p>100.102.3.12 not process Personal Data outside the European Economic Area as referred to in the Data Protection Legislation without the prior written consent of the <i>Client</i> and, where the <i>Client</i> consents to a transfer, to comply with:</p> <p>(i) the obligations of a Data Controller under the Eighth Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and</p> <p>(ii) any reasonable instructions notified to it by the <i>Client</i>.</p> <p>100.102.4 The <i>Contractor</i> will allow the <i>Client</i> to monitor the <i>Contractor's</i> compliance with its obligations in this clause in relation to Personal Data from time to time in such manner and to such extent as the <i>Client</i> deems appropriate.</p> <p>100.102.5 The <i>Contractor</i> will comply at all times with the Data Protection Act 1998 and will not perform its obligations under this Deed in such a way as to cause the <i>Client</i> to suffer any loss or damage</p>
	100.103	Confidential Information
		<p>100.103.1 Neither Party will disclose Confidential Information of the other Party to any third party without the prior written consent of the disclosing Party.</p> <p>100.103.2 Each Party agrees that any Confidential Information received from the other Party will only be used for the purposes of providing or receiving Works under the Contract.</p> <p>100.103.3 The restrictions in clauses 100.103.1 and 100.103.2 will not apply to any information that is:</p> <p>100.103.3.1 or becomes generally available to the public other than as a result of a breach of an obligation under clause 100.103.1.</p> <p>100.103.3.2 acquired from a third party who owes no obligation of confidence in respect of the information; or</p> <p>100.103.3.3 or has been independently developed by the recipient or was known to it prior to receipt.</p> <p>100.103.4 Notwithstanding clause 100.103.1 and subject to clause 100.103.5, each Party will be entitled to disclose Confidential Information of the other to:</p> <p>100.103.4.1 their legal advisers (for the purposes of any actual or threatened dispute between the Parties);</p> <p>100.103.4.2 a third party to the extent that this is required, by any court of competent jurisdiction, or by a governmental or regulatory authority.</p> <p>100.103.4.3 a professional body of which the Party wishing to make the disclosure, or its staff are members, and which is relevant to the Works.</p> <p>100.103.5 Where there is a legal right, duty or requirement to disclose, the disclosing Party will (without breaching any legal or regulatory requirement) where reasonably practicable, give written notice to the other Party as soon as practicable in order to advise them of the Confidential Information that is to be disclosed under clause</p>

		100.103.4.
		<p>100.103.6 Notwithstanding clause 100.103.1 above, either Party may disclose Confidential Information to its staff on a need-to-know basis for use for the purpose of providing or receiving the Works, subject to such Party:</p> <p>100.103.6.1 ensuring that such persons are advised of the confidential nature of the information and are bound by appropriate obligations of confidentiality before such disclosure is made.</p>
	100.104	Freedom of Information
		<p>100.104.1 The <i>Contractor</i> acknowledges that the <i>Client</i> is subject to the FOIA and the EIR.</p> <p>100.104.2 The <i>Contractor</i> notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of the Public Authorities' Functions and on the Management of Records (which are issued under Section 45 and 46 of FOIA respectively) as may be amended, updated, or replaced from time to time and the EIR.</p> <p>100.104.3 The <i>Contractor</i> will act in accordance with the FOIA and the said Codes of Practice (and any other applicable codes of practice notified to the <i>Contractor</i> from time to time) and the EIR to the extent that they apply to the <i>Contractor's</i> performance under the Contract from time to time.</p> <p>100.104.4 The Parties agree and confirm that the decision on whether any exemption applies to a request for disclosure of recorded information in relation to the Contract is a decision solely for the <i>Client</i>.</p> <p>100.104.5 Where the <i>Client</i> is managing a data request, the <i>Contractor</i> will co-operate with the <i>Client</i> and will respond within five (5) Business Days of any request by it for assistance in determining how to respond to a request for disclosure.</p>
	100.105	Human Rights
		<p>Z100.105.1 The <i>Contractor</i> will at all times during the performance of its obligations under the Contract ensure that it does not infringe or restrict or inhibit in any way the Human Rights of any person.</p> <p>Z100.105.2 The <i>Contractor</i> will indemnify and keep indemnified the <i>Client</i> against any claims brought under the Human Rights Act 1998 as a result of the <i>Contractor's</i> actions or omissions, or their consequences under the Contract</p>
	100.106	The Equality Act 2010
		<p>100.106.1 The <i>Contractor</i> will adopt a policy to comply with its statutory obligations under the Equality Act 2010 and with all regulations and Codes of Practice, made under the Equality Act 2010.</p>
	100.107	Civil Contingencies
		<p>100.107.1 The Civil Contingencies Act 2004 requires the <i>Client</i> to maintain plans to ensure that it can continue to perform all of its ordinary functions in the event of an emergency. Organisations which provide services which underpin the <i>Client's</i> works provision must therefore be able to continue to provide the services in the event of an emergency.</p> <p>100.107.2 The <i>Contractor</i> will therefore prepare and implement a robust and viable business continuity plan that ensures the continuation of the provision of the Works throughout the Contract term in accordance with the requirements of the Civil Contingencies Act 2004.</p>

	100.108	The <i>Client's</i> Best Value Duty
		<p>100.108.1 The <i>Contractor</i> will, at no cost to the <i>Client</i>:</p> <p>100.108.1.1 provide all reasonably necessary assistance and otherwise work collaboratively with the <i>Client</i>, in order to facilitate the compliance by the <i>Client</i> throughout the Contract term, with its Best Value Duty; and</p> <p>100.108.1.2 support any initiatives or improvements to the Works which are requested by the <i>Client</i> (acting reasonably) to promote compliance with its Best Value Duty.</p>
Z101		Insert a new clause 101 as follows:
	101	CITB Initiative
		<p>101.1 The <i>Contractor</i> and its sub-contractors will actively 'support' the <i>Client's</i> initiatives in partnership with the Construction Industry Training Board. Such support will include, but will not be limited to, the <i>Contractor</i>:</p> <ul style="list-style-type: none"> • employing apprentices under the Shared Apprentices Scheme; and • deliver the KPIs linked to the Birmingham wide National Skills Academy for Construction"
Z200		Insert a new clause 200 as follows:
Z200	200	Birmingham Business Charter for Social Responsibility
	200.01	<p>Agreement</p> <p>200.01.01 The Contractor signs the Client's Business Charter for Social Responsibility ("the Charter) as set out in https://www.birmingham.gov.uk/info/50209/birmingham_business_charter_for_social_responsibility</p> <p>The Contractor meets the standards required by the Charter throughout the duration of the Contract.</p>
	200.02	<p>Action Plan</p> <p>200.02.01 In fulfilling its obligations under the Charter, the <i>Contractor</i> will develop and implement, an action plan, approved by the <i>Client</i>. The <i>Contractor's</i> action plan will include sufficient detail as to how the principles of the Charter will be implemented during the duration of this Agreement</p>
	200.3	<p>Statement</p> <p>200.3.01 The <i>Contractor</i> will provide to the <i>Client</i> at completion of the whole of the works a statement confirming how the principles of the Charter has been implemented</p>
Z201		Insert new clause 201 as follows:
	201	Targeted Recruitment & Training ("TR&T") and Supply Chain Opportunities
	201.01	<p>201.01.01 In this clause Z201, the following terms have the following meanings:</p> <p>"DPA" is the Data Protection Act 1998.</p> <p>"Personal Data" has the meaning given in the DPA.</p> <p>TR&T and Supply Chain Opportunities Method Statement" is the document prepared by the <i>Contractor</i> showing how they will comply with his recruitment, training and supply chain obligations under this contract.</p>

			“TR&T Performance Statement” is the document prepared by the <i>Contractor</i> providing periodic information on how he is complying with his recruitment, training and supply chain obligations under this contract, as stated in the Works Information.
	201.02	201.02.01	The number of person weeks to be provided by the <i>Contractor</i> or their Subcontractors in respect of TR&T is stated in the Scope
	201.03	201.03.01	The Contractor will submit a TR&T and Supply Chain Opportunities Method Statement as stated in the Scope.
	201.04	201.04.01	The Contractor provides transport where a new entrant trainee is employed to work on sites further than 5 (five) miles from the Site to those sites
	201.05	201.05.01	The Contractor uses best endeavours to retain new entrant trainees for at least the full duration of the period for which they qualify as trainees and must notify the Client 4 (four) weeks in advance if a new entrant trainee position cannot be maintained
	201.06	201.06.01	The Contractor notifies every vacancy on the Site, including those with Subcontractors, to agencies named by the Client, and candidates identified by these agencies are to have an equality of opportunity in the selection process.
	201.07	201.07.01	The Contractor pays trainees and all new employees in accordance with industry norms and must have terms and conditions of employment that are at least equivalent to those provided to workers that have equivalent skills and experience.
	201.08	201.08.01	The Contractor increases the remuneration of trainees and all other new employees in line with their experience and productivity
	201.09	201.09.01	The Contractor works with www.finditinbirmingham.com or a suitable alternative organisation agreed by the Client to develop a programme of activities and support so as to maximise the provision of information on subcontract and supply opportunities to potential suppliers and Subcontractors with a Birmingham postcode area, including in particular SMEs, and to maximise the number and competitiveness of bids in response to these opportunities.
	201.10	201.10.01	The Contractor notifies all subcontract and supply opportunities to “Find it in Birmingham” and includes a minimum of 2 (two) organisations from the list held by “Find it In Birmingham” on each list of organisations invited to tender or submit a price for works, services or supplies where suitable organisations exist.
	201.11	201.11.01	<p>The Contractor provides to the Client one week prior to each monthly contract review meeting a report setting out for the latest period and the contract to date:</p> <ul style="list-style-type: none"> • The names and contact details of organisations with a Birmingham postcode area in Birmingham that have been invited to tender or submit a price for subcontract and supply work. • The names of those that have been awarded supplies contracts and subcontracts; and • The total value of these contracts.
	201.12	201.12.01	The <i>Contractor</i> uses reasonable endeavours to ensure that 3% (three percent) of the value of the contract in respect of the Works is delivered by new suppliers;
	201.13	201.13.01	<p>The Contractor provides to the Client one week prior to each monthly contract review meeting to provide a report setting out for the latest period and the contract to date:</p> <ul style="list-style-type: none"> • A list of the names and contact details for new suppliers identified in clause

		<p>201.11 (bullet 2);</p> <ul style="list-style-type: none"> • The names of those new suppliers that have been awarded a contract; and <p>The total value of work awarded to new suppliers.</p>
	201.14	<p>201.14.01</p> <p>The Contractor provides to the Client within 4 (four) weeks of the completion of each Quarter (a Quarter being a quarter of the length of the agreed programme commencing with the Quarter in which the first works are invoiced under the contract), a TR&T Performance Statement setting out for the latest Quarter and the contract to date:</p> <ul style="list-style-type: none"> • the value of invoices to be submitted to the Client for the Works. • The numbers of person weeks' employment provided to each trainee, including those on sites other than the Site (where this has been necessary to provide continuity of employment and training and where this has been agreed with the Client); • A schedule showing for the Supplier and each supplier and Subcontractor: <ul style="list-style-type: none"> a) The number of vacancies notified to agencies named by the Client; and b) The number of trainees and other new employees engaged on site in any capacity that have their main residence in one of the Birmingham postcode areas.
	201.15	<p>201.15</p> <p>The Contractor provides the following documentation to the Client for verification purposes using pro-forma documentation provided by its employment access team:</p> <ul style="list-style-type: none"> • A trainee recruitment notification signed by the trainee to permit the provision of personal data to the Client for contract monitoring purposes. • A trainee transfer notification where a trainee is moved between sites, or between the Contractor and any other suppliers or Subcontractors engaged on the Site. • A trainee completion or termination notification when a trainee's employment is completed or terminated.
	201.16	<p>201.16.01</p> <p>The Contractor provides access for the Client or its agent at any reasonable time to a site register that includes the name, full postcode of the main home residence and Council's name for each person operating on site in any capacity (including those of Subcontractors and suppliers).</p>
	201.17	<p>201.17.01</p> <p>The Contractor develops a working method that will deliver the TR&T requirements and supply-chain opportunities and related monitoring and verification data and obtains the full cooperation of its other suppliers and Subcontractors in delivering these requirements.</p>
Z202		Insert a new clause 202 as follows:
	202	Fair Payment
	202.01	<p>202.01.01</p> <p>"Fair Payment Charter" is the model form of fair payment charter originally published by the Office of Government Commerce (now adopted by the Cabinet Office) and based upon the "Guide to Best Fair Payment Practices."</p>
	202.02	<p>202.02.01</p> <p>The <i>Contractor</i> applies the Fair Payment Charter to his Subcontractors and suppliers, specialists and other professional advisers (of all tiers) involved in providing the Works through the Orders that are issued.</p>

Z203		Insert a new clause 203 as follows:
	203	Conflicts of Interest
	203.01	203.01.01 The <i>Contractor</i> notifies the <i>Client</i> as soon as they become aware of any circumstances giving rise to, or potentially giving rise to, conflicts of interest relating to the <i>Contractor</i> or the <i>Client</i> (including, without limitation, conflicts affecting the <i>Client</i> 's reputation and standing) which the <i>Contractor</i> anticipates may justify the <i>Client</i> taking action to protect their interests.
Z204		Insert a new clause 204 as follows:
	204	Assignment
	204.01	204.01.01 The <i>Contractor</i> does not assign, novate or otherwise dispose of this contract or any part thereof without the prior consent in writing of the <i>Client</i> .

Contract Data

Part Two – Data provided by the Contractor

REDACTED

PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

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

1 General

The *Contractor* is

Name

Address for
communications

Address for electronic
communications

The *fee percentage* is

%

The *working areas* is

The *key persons* are

Name (1)

Job

Contract Director

Responsibilities

Qualifications

Experience

Name (2)

Job

Contract Manager

Responsibilities

Qualifications

Experience

Name (3)

Job

Quantity Surveyor

Responsibilities

Qualifications

Experience

Name (4)

Job

Site Agent

Responsibilities

Qualifications

Experience

Name (5)

Job

Public Relations / Liaison Manager

Responsibilities

Qualifications

Experience

Name (6)

Job

Logistics Manager

Responsibilities

Qualifications

Experience

Name (7)

Job

Health & Safety Manager

Responsibilities

Qualifications

Experience

Name (8)

Job

Quality Assurance Manager

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

None

2 The *Contractor's* main responsibilities

If the *Contractor* is to
provide Scope for its design

The Scope provided by the *Contractor* for its
design is in

5 Payment

If Option A or C is used

The *activity schedule* is

If Option A, B, C or D is
used

The tendered total of the Prices is

Resolving and avoiding disputes

If Option W1 or W2 is used

The *Senior Representatives* of the *Contractor* are

Name (1)

Address for
communications

Address for electronic
communications

Name (2)

Address for
communications

Address for electronic
communications

Data for the Schedule of Cost Components (only used with Options C, D or E)

The people listed in Contract Data who are employed by the *Contractor*, whose normal place of working is not within the Working Areas and who are working outside of the Working Areas other than on manufacture and fabrication and design are

category of person	work
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The listed items of Equipment purchased for work on the contract, with an on-cost charge, are

Equipment	time-related on cost charge	per time period
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The rates for special Equipment are

Equipment	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The rates for Defined Cost of design outside the Working Areas are

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside the Working Areas are

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REDACTED

Appendix A - Activity Schedule

City Centre Highways and Infrastructure Works (Active Travel Connections to Interchange Phase 1)

- 1 Contractors are to submit a priced Activity Schedule with their tenders.
- 2 This will be a document headed "Priced Activity Schedule" and will comprise a list of activities with an amount entered against each activity.
- 3 Activity descriptions must be clear and complete so that the work included in each can be identified and the completion of each activity easily recognised.
- 4 The amounts inserted in the Priced Activity Schedule are the full inclusive price for the work described and include for all liabilities and obligations stated or implied in the conditions of contract, the contract Scope or that can be reasonably inferred there from. The cost of any items the Contractor may have omitted is deemed to be included in the prices.
- 5 Note also the requirement of the condition of contract about the relationship between the Priced Activity Schedule and the programme.
- 6 The Contractor is required to provide information which shows how each activity on the activity schedule relates to the operations on each programme submitted for acceptance.
- 7 The Priced Activity Schedule is to be broken down into sections in accordance with the requirements of the Contract and as set out below. The Contractor is to insert his activities under these headings & sub-headings in accordance with the Method of Measurement for Highways Works (MMHW):
- 8 The Contractor is to add further activities as required to provide a fully comprehensive Tendered Total of the Prices for the works while complying with the requirements of items 1 to 7 above.

City Centre Highways and Infrastructure Works

(Active Travel Connections to Interchange Phase 1) Priced Activity Schedule Template:

1.0 City Centre Highways and Infrastructure Works

(Active Travel Connections to Interchange Phase 1) Section 1

1.1	<u>Main Contractors Preliminaries</u>	£ - p
	100 Preliminaries	
	100 Traffic Management	-----
1.2	Restoration of Victoria Square Steps	
		£ - p
	<u>Roadworks</u>	
	Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:	
	200 – Site Clearance	-----
	500 – Drainage and Service Ducts	-----
	600 – Earthworks	-----
	1100 – Kerbs, Footways and Paved Areas	-----
	1200 – Traffic Signs and Road Markings	-----
1.3	Risk	
	Risk Allowance	
		£/p -----
	Total for Restoration Victoria Square of Steps	
		£/p -----

2.0 City Centre Highways and Infrastructure Works
(Active Travel Connections to Interchange Phase 1) Section 2

2.1	<u>Main Contractors Preliminaries</u>	£ - p
	100 Preliminaries	
	101 Traffic Management	-----

2.2	Lower Bennet Hill	£ - p
	<u>Roadworks</u>	
	Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:	
	200 – Site Clearance	-----
	400 – Road Restraint Systems - (Hostile Vehicle Mitigation)	-----
	500 – Drainage and Service Ducts	-----
	600 – Earthworks	-----
	700 – Pavements	-----
	1100 – Kerbs, Footways and Paved Areas	-----
	1200 – Traffic Signs and Road Markings	-----
	1300 – Road Lighting Columns, Brackets and CCTV Masts	-----
	1400 – Electrical Works for Road Lighting and Traffic Signs	-----
	Total for Lower Bennet Hill	
		£/p -----

2.3	New Street	£ - p
	<u>Roadworks</u>	
	Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:	
	200 – Site Clearance	-----
	400 – Road Restraint Systems - (Hostile Vehicle Mitigation)	-----
	500 – Drainage and Service Ducts	-----
	600 – Earthworks	-----
	1100 – Kerbs, Footways and Paved Areas	-----
	1200 – Traffic Signs and Road Markings	-----
	1300 – Road Lighting Columns, Brackets and CCTV Masts	-----
	1400 – Electrical Works for Road Lighting and Traffic Signs	-----
	Total for New Street	
		£/p -----

2.4	Upper Temple Street	£ - p
	<u>Roadworks</u>	
	Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:	
	200 – Site Clearance	-----
	400 – Road Restraint Systems - (Hostile Vehicle Mitigation)	-----
	500 – Drainage and Service Ducts	-----

600	– Earthworks	-----
700	– Pavements	-----
1100	– Kerbs, Footways and Paved Areas	-----
1200	– Traffic Signs and Road Markings	-----
1300	– Road Lighting Columns, Brackets and CCTV Masts	-----
1400	– Electrical Works for Road Lighting and Traffic Signs	-----

Total for Upper Temple Street

£/p -----

2.5

Cannon Street

£ - p

Roadworks

Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:

200	– Site Clearance	-----
400	– Road Restraint Systems - (Hostile Vehicle Mitigation)	-----
500	– Drainage and Service Ducts	-----
600	– Earthworks	-----
700	– Pavements	-----
1100	– Kerbs, Footways and Paved Areas	-----
1200	– Traffic Signs and Road Markings	-----

Total for Cannon Street

£/p -----

2.6

Statutory Undertakers Works

£ - p

Statutory Undertakers Works

£/p -----

£ - p

2.7

Risk

Risk Allowance

£/p -----

2.8 Total Section 2

£/p -----

3.0 City Centre Highways and Infrastructure Works
(Active Travel Connections to Interchange Phase 1) Section 3

3.1	<u>Main Contractors Preliminaries</u>	£ - p
	100 Preliminaries	
	102 Traffic Management	-----

3.2	Chamberlain Square	£ - p
------------	---------------------------	-------

Roadworks

Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:

200	– Site Clearance	-----
400	– Road Restraint Systems - (Hostile Vehicle Mitigation)	-----
500	– Drainage and Service Ducts	-----
600	– Earthworks	-----
700	– Pavements	-----
1100	– Kerbs, Footways and Paved Areas	-----
1200	– Traffic Signs and Road Markings	-----

Total for Chamberlain Square

£/p -----

3.3	Eden Place	£ - p
------------	-------------------	-------

Roadworks

Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:

200	– Site Clearance	-----
400	– Road Restraint Systems - (Hostile Vehicle Mitigation)	-----
500	– Drainage and Service Ducts	-----
600	– Earthworks	-----
1100	– Kerbs, Footways and Paved Areas	-----
1200	– Traffic Signs and Road Markings	-----

Total for Eden Place

£/p -----

3.4	Ethel Street	£ - p
------------	---------------------	-------

Roadworks

Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:

200	– Site Clearance	-----
400	– Road Restraint Systems - (Hostile Vehicle Mitigation)	-----
500	– Drainage and Service Ducts	-----
600	– Earthworks	-----
1100	– Kerbs, Footways and Paved Areas	-----
1200	– Traffic Signs and Road Markings	-----
1300	– Road Lighting Columns, Brackets and CCTV Masts	-----
1400	– Electrical Works for Road Lighting and Traffic Signs	-----

Total for Ethel Street

£/p _____

3.5**Lower Temple Street**

£ - p

Roadworks

Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:

200	– Site Clearance	_____
400	– Road Restraint Systems - (Hostile Vehicle Mitigation)	_____
500	– Drainage and Service Ducts	_____
600	– Earthworks	_____
1100	– Kerbs, Footways and Paved Areas	_____
1200	– Traffic Signs and Road Markings	_____
1300	– Road Lighting Columns, Brackets and CCTV Masts	_____
1400	– Electrical Works for Road Lighting and Traffic Signs	_____

Total for Lower Temple Street

£/p _____

3.6**Needless Alley**

£ - p

Roadworks

Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:

200	– Site Clearance	_____
400	– Road Restraint Systems - (Hostile Vehicle Mitigation)	_____
500	– Drainage and Service Ducts	_____

Total for Needless Alley

£/p _____

3.7**Upper Bennett Hill**

£ - p

Roadworks

Note: Roadworks should be broken down under the MMHW elements headings as follows but not limited to:

200	– Site Clearance	_____
1200	– Traffic Signs and Road Markings	_____

Total for Upper Bennet Hill

£/p _____

3.8**Statutory Undertakers Works**

£ - p

Statutory Undertakers Works

£/p _____

3.9 Risk

Risk Allowance

£/p _____

Total Section 3

£/p _____

REDACTED

4.0 City Centre Highways and Infrastructure Works
(Active Travel Connections to Interchange Phase 1) Section 4

4.1 5 year Service Level Agreement

Total Cost of 5 year Service Level Agreement for Hostile Vehicle Mitigation

£/p -----

Total Section 4

£/p -----

REDACTED

5.0 City Centre Highways and Infrastructure Works
(Active Travel Connections to Interchange Phase 1) Section 2

Activity Schedule total Summary

Total

1.0 Section 1 £/p-----

2.0 Section 2 £/p-----

3.0 Section 3 £/p-----

4.0 Section 4 £/p-----

Tendered Total of the Prices £/p-----

Appendix B - Form of Tender

To: Head of Major Transport Projects

Transport & Connectivity
Place, Prosperity & Sustainability Directorate
Victoria Square
Birmingham
B1 1BB
For the Attention

Date: _____

Dear Sir / Madam

City Centre Highways and Infrastructure Works

(Active Travel Connections to Interchange Phase 1)

Having examined the Invitation to Tender and its accompanying documents and being fully satisfied as to my/our abilities and experience in all aspects to satisfy the requirements of the proposed Contract hereby offer to provide in accordance with the attached Scheme upon the terms and conditions of the proposed Contract the Works therein specified for the prices and/or rates stated within the Commercial Response for the Contract Period.

If my/our offer is accepted in writing a contract binding upon the Authority and me/us in the terms of the proposed Contract will come into existence on the posting or transmission by fax or email of such acceptance to me/us and I/we undertake forthwith thereafter to execute as a Deed the proposed Contract.

I/We confirm that this tender will remain open for acceptance for 180 days from the date of this Form of Tender

I/We certify that I/we have not canvassed or solicited any member, officer or employee of the Authority in connection with the award of the Contract or in connection with any other tender or proposed tender for the Works and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in future canvass or solicit any member, officer or employee of the Authority in connection with the award of the Contract or in connection with any other tender or proposed tender for the Works and that no person employed by me/us or acting on my/our behalf will do any such act.

I/We certify that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- (a) communicate to a person other than the Authority the amount or approximate amount of my/our proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the tender for insurance or a contract guarantee bond); or
- (b) enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; or
- (c) offer or agree to pay or give or paying or giving any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender proposed tender for the service any act or omission

Signed by _____

Name(s) _____

Position _____

For and on behalf of _____

Full registered business / name and registered company address of the Tenderer

REDACTED

Appendix C- Form of Agreement

FORM OF AGREEMENT

City Centre Highways and Infrastructure Works

(Active Travel Connections to Interchange Phase 1)

THIS AGREEMENT made the day of 2025.

BETWEEN (1) BIRMINGHAM CITY COUNCIL of: The Council House, Victoria Square, Birmingham B1 1BB (hereinafter called 'the *Client*')

And (2) CPC CIVILS LIMITED of: 11 Hockley Court, 2401 Stratford Road, Hockley Heath, 894 6NW in the County of Solihull (hereinafter called 'the *Supplier*')

WHEREAS the *Client* is desirous that certain Works should be **constructed**, namely the Permanent and Temporary Works in connection with **City Centre Highways and Infrastructure Works (Active Travel Connections to Interchange Phase 1)** and has accepted a Tender by the *Contractor* for the **Construction Works** to be carried out in accordance with the terms and conditions of the Engineering and Construction Contract (ECC), Fourth Edition, published in June 2017 (including January 2019, October 2020 and January 2023 amendments) Option C Target Contract with activity schedule.

IT IS HEREBY AGREED as follows

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents will be deemed to form and be read and construed as part of the Contract namely:

Volume 001 – Instructions for Tenderers

Volume 002 – ITT Questionnaire Tender Response

Volume 003 – Contents page

Volume 004 – Employment & Skills Table

Volume 005 – Scope

Volume 006 – Site Information

Volume 007 – Contract Data

Volume 008 – Pre-construction Information

Tender Amendments

- 3 In consideration of the payments to be made by the *Client* to the *Contractor* as hereinafter mentioned the *Contractor* hereby covenants with the *Client* to Construct and complete Works in conformity in all respects with the provisions of the Contract.
- 4 . The *Client* hereby covenants to pay to the *Contractor* in consideration of Construction and completion of the whole of the Works the Contract Prices at the time and in the manner prescribed by the Contract.
5. This Form of Agreement together with the documents described in clause 2 above will constitute the entire agreement between the parties and no addition or amendment thereto will be of any force or effect unless reduced to writing and signed by both parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written.

THE COMMON SEAL of BIRMINGHAM CITY COUNCIL

was hereto affixed in the presence of

.....

(Director of Legal and Democratic Services)

THE COMMON SEAL of (the *Contractor*)

was hereto affixed in the presence of

.....(Director)

.....(Secretary)