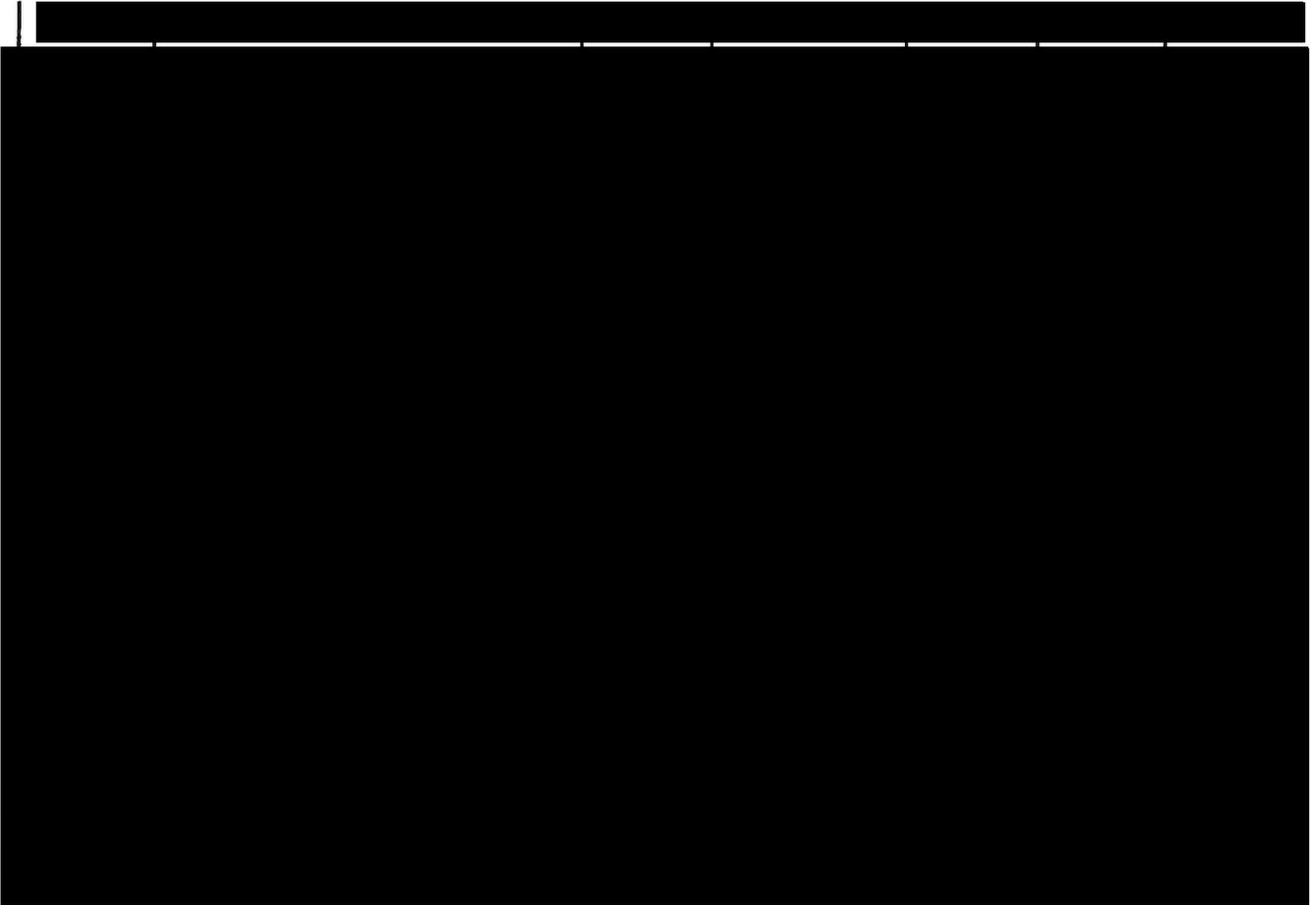
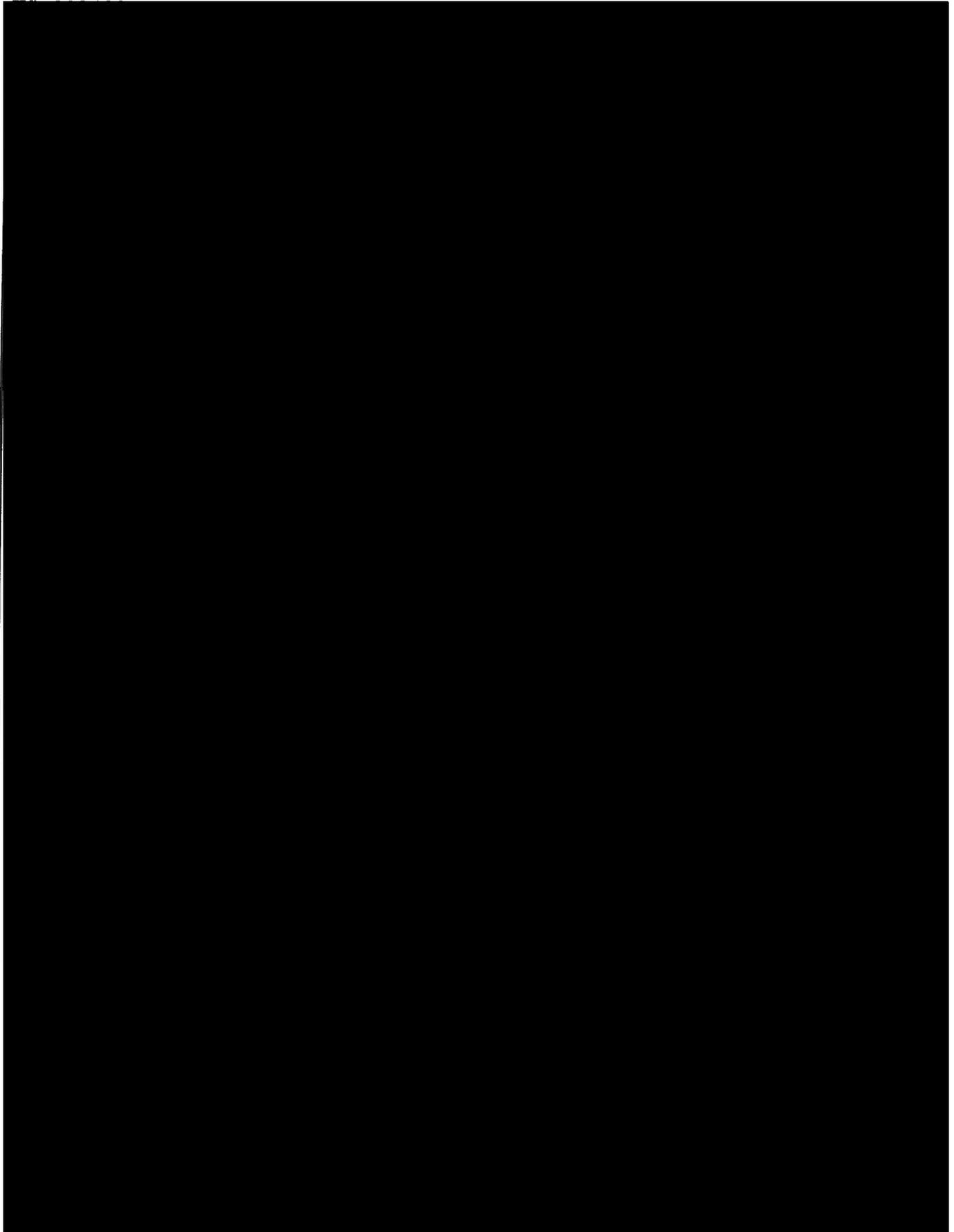


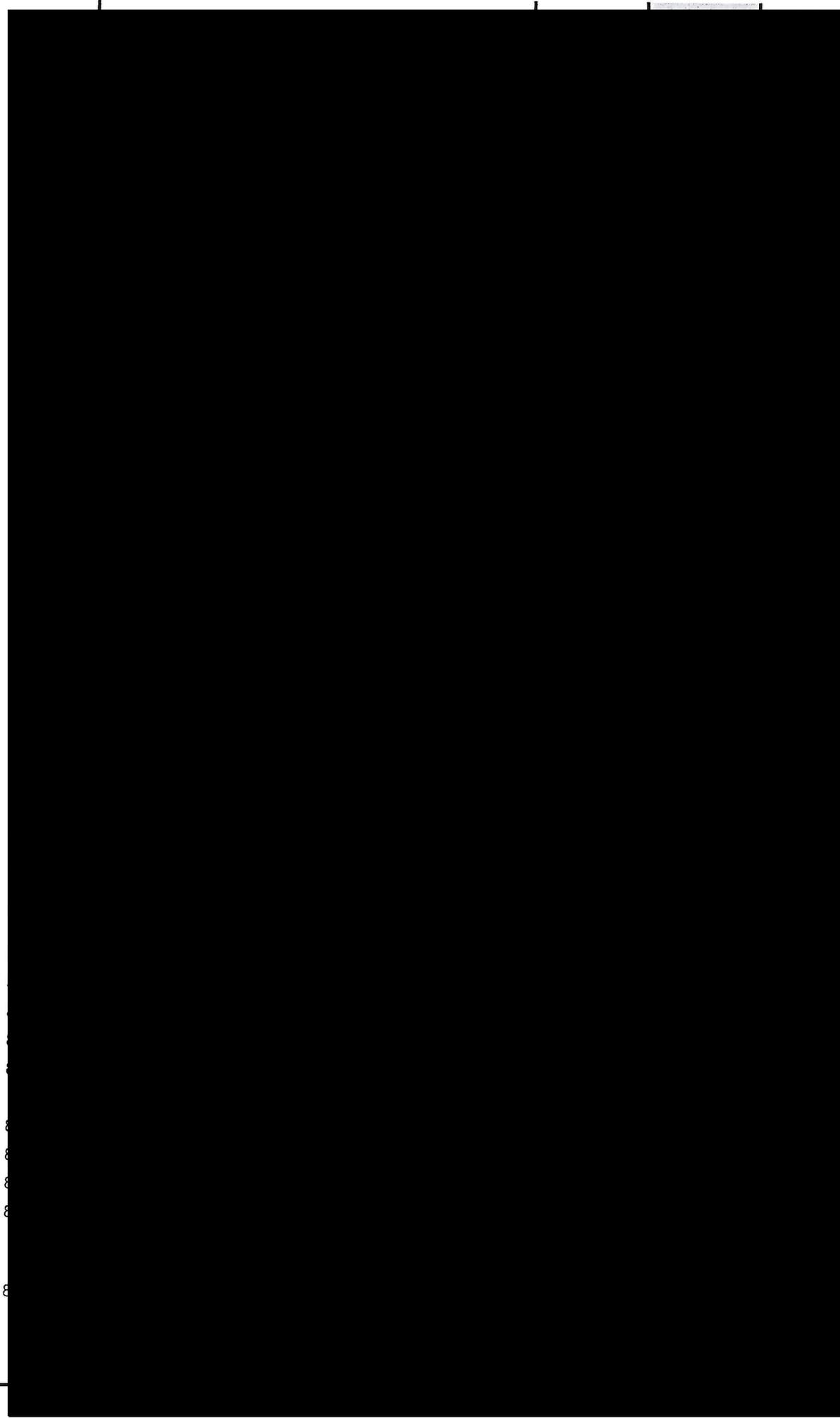
5) Clancy Docwra - Lot 3 Options 1 2 - Schedule of Rates Year 5

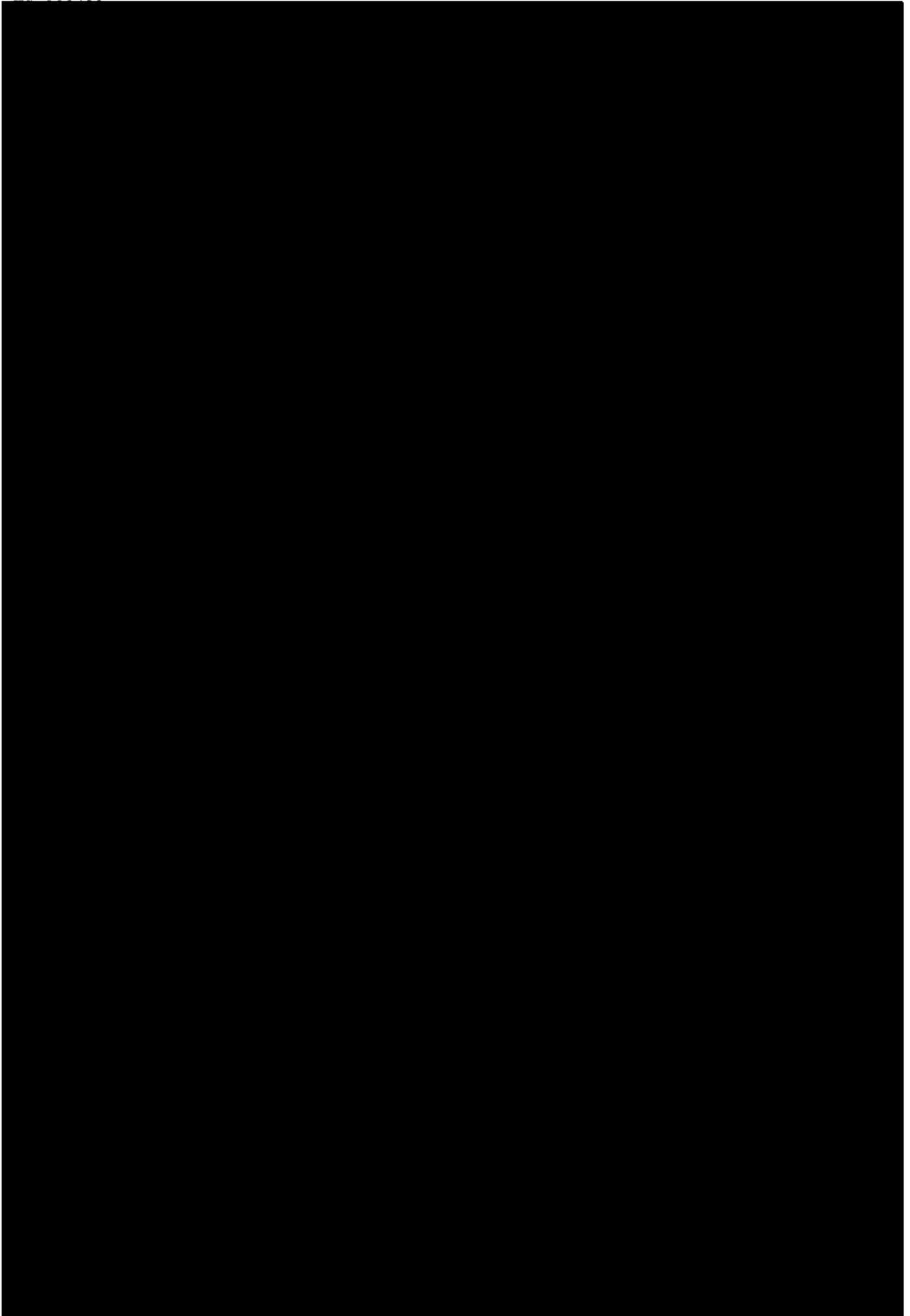




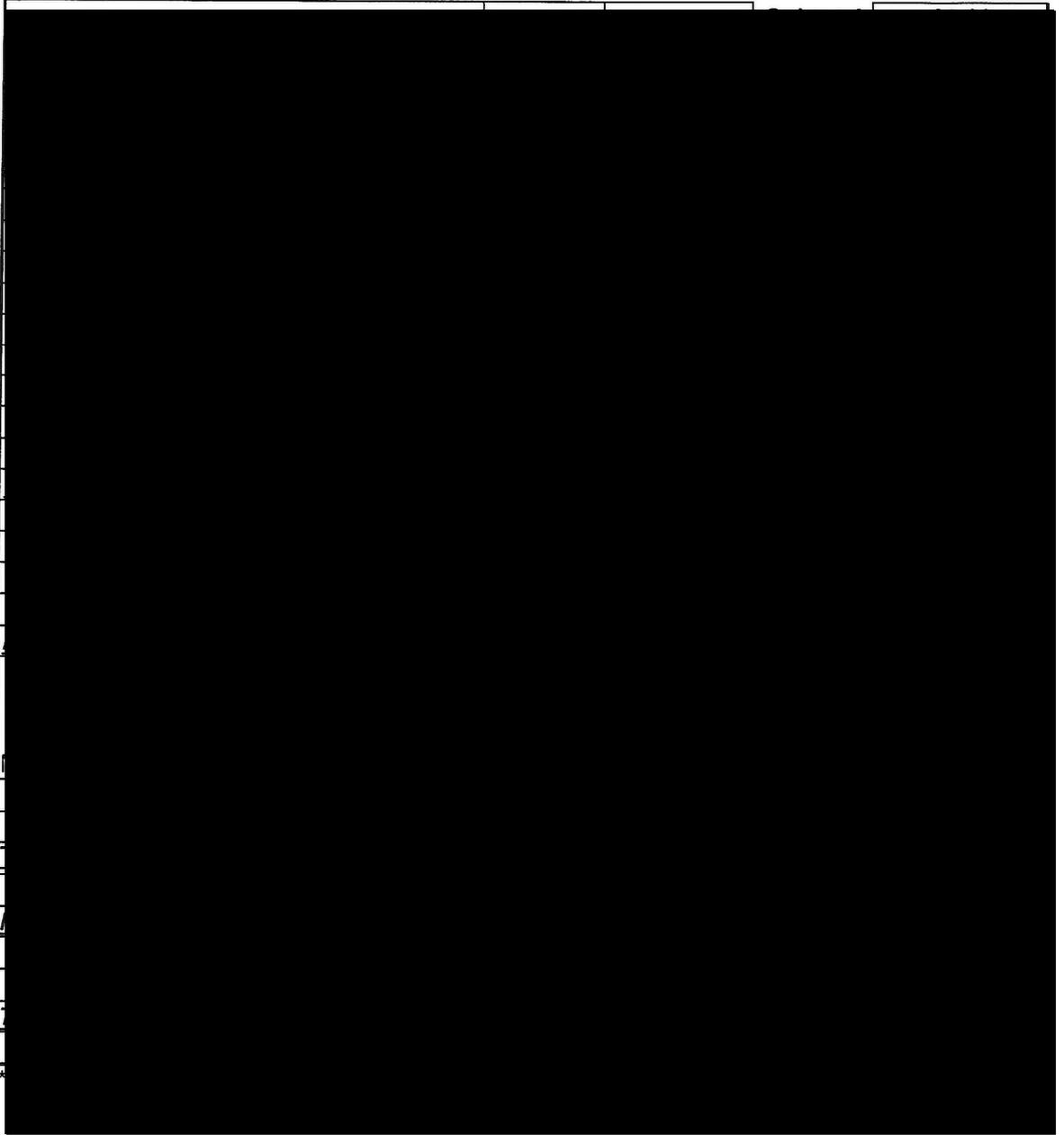
5) Clancy Docwra - Lot 3 Options 1 2 - Schedule of Rates Year 5

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5) Clancy Docwra - Lot 3 Options 1 2 - Schedule of Rates Year 5



Appendix 1: Form of Payment Application (AFP)

Under Clause 19.13, the Payment Application shall be in the following format unless the Company directs otherwise.

EXAMPLE OF AFP (Contractor's APPLICATION for PAYMENT)

Contract No: _____ Application No: _____

Work undertaken between [date] and [date] ("The Company's' Accounting Period No. [])

Contract _____

To: The Contract Manager on behalf of "the Company"	From:	
F.A.O.:		
Original Contract Price	£	
Value of Previous AVC's	£	
Value of AVC's issued since last application	£	
CURRENT CONTRACT PRICE	£	

Claimed

Approved

Value of Work Done already Certified	£	
Value of Work subject to this application	£	£

	_____	_____ £
Total Value of Work Done	£ _____	_____
Net Amount due for Payment	£	£
LESS Value of Payments previously certified	£	£
Amount Claimed for Payment	£	£

Signed: _____

Date: _____

On behalf of [Contractor]

Signed: _____

Date: _____

On behalf of "The Company".

Schedule 5

Contract Variation Procedure

Variations to any Contract in accordance with Clause 22 of the Conditions of Contract will be dealt with in accordance with the following procedure.

Variations will be dealt with on behalf of the Company by the Company's Representative.

- 1.1 In any case where the Company is considering the introduction of a Variation, whether at the request of the Contractor or not, but does not wish to proceed until the effect, if any, of the proposed Variation on the Contract Price is known, the Company's Representative will complete Part A of the Variation Proposal and send three (3) copies to the Contractor. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Contractor will complete Part B of the Variation Proposal and will return two (2) copies to the Company's Representative. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct and authorise the Contractor to proceed with the variation on the terms so set out by each Party by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as the "**Variation Order**") and supplying such Variation Order to the Contractor. The relevant part(s) of this Contract shall thereupon be varied accordingly.
- 1.2 In any case where the Contractor wishes to recommend a Variation, the Contractor shall request the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of the Variation Proposal and sending two (2) copies of it to the Company's Representative. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Contractor by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Contractor. The relevant part(s) of this Contract shall thereupon be varied accordingly.
- 1.3 The Company shall not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.
- 1.4 The Contractor may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least five (5) Working Days before the expiry of the time within which the Company is entitled to instruct the Contractor to proceed with the variation.

- 1.5 The price indicated by the Contractor must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the extent of the Works to be carried out.
- 1.6 The Contractor shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Contractor to offer and which has the least possible impact on the terms of the Contract, including but not limited to, the Specification and the Contract Programme.
- 1.7 Strict adherence to the procedure described in this Schedule 5 shall be a condition precedent to any addition to the Contract Price for the Works. If the Contractor does not adhere to each paragraph in this Schedule 5 then the Contractor shall not be entitled to any addition to the Contract Price notwithstanding that the Contractor may have supplied additional or varied works.
- 1.8 Subject to paragraph 2 below, the Contractor shall not implement any variation until it has been duly authorised by the Company's Representative by the issue of Part C of the Variation Proposal.
2. In cases where the Company requires a variation to be implemented by the Contractor, whether at the suggestion of the Contractor or not, as soon as possible and before the effect on the Contract Price is established, the Company's Representative will complete Part A of the Variation Proposal, which will be authorised by the Company's Representative and send two (2) copies to the Contractor. The Contractor will take the same action as detailed in Paragraph 1.1 above in respect of the completion and return of the Variation Proposal but will immediately proceed to implement such Variation and the consequences of such Variation for the Contract Price shall either be agreed with the Contractor or, in default of such agreement, determined by the Company's Representative in accordance with paragraph 3 below.
3. In the absence of agreement the valuation of Variations ordered by the Company's Representative shall be determined by the Company's Representative in accordance with the following principles:
 - 3.1 to the extent that the effect of the Variation includes activities which are similar to those stated in Schedule 4 (Rates and Prices) then so far as is possible the effect of the Variation is assessed using the rates and prices for those activities in Schedule 4 (and such rates and prices are deemed to be inclusive of all overheads and profit);
 - 3.2 in all other cases the change to the Contract Price in respect of the Variation is based upon a fair valuation (and such assessment is deemed to be inclusive of all overheads and profit); and

3.3 in valuing any Variation under this paragraph 3, the Company's Representative shall make due allowance for any cost savings which the Contractor may make in carrying out the varied work resulting from any Variation.

4. Any variation to the Contract Price ("**the Variation Sum**") shall take effect on the date of its agreement by the Parties in accordance with the procedure set out in this Schedule 5 or (as the case may be) the date of its determination in accordance with the Dispute Resolution Procedure in Clause 34 of the Conditions of Contract. The Variation Sum shall be paid as an equal proportionate adjustment to the Contract Price for the remaining period of the Contract until the Contract Completion Date unless otherwise specified in the Variation.
5. In an emergency, the Parties shall use their best endeavours to expedite the actions permitted or requested under the Contract Variation Procedure.

APPENDIX 1 : FORM OF VARIATION PROPOSAL/VARIATION ORDER

To:	From:
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Contract Reference:
Variation Number:
Variation Title:

PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)

Description of change:	
Reason for changes and impact (if any) on Contract:	
Variation Proposal Authorised by:	Proposal Date:

PART B (TO BE COMPLETED BY THE SUPPLIER)

Price Breakdown Note: A further breakdown is required please append details as a separate sheet.	Total Price:
--	---------------------

Expected Delivery Date:

Contractor's Representative:
Print Name: **Signature:** **Date:**

Completed document to be returned to the Company's Representative

PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)

Comment on Parts A and B:

Variation Authorisation

Delivery Representative:
Print Name: **Signature:** **Date:**

Commercial Representative
Print Name: **Signature:** **Date:**

Schedule 6
QUENSH Menu



F0780 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard [S1552](#) "Contract QUENSH Conditions"

Issue No.: A17

Issue date: August 2015

Review date: August 2020

MAYOR OF LONDON



Contract Menu

Contract No: TfL 00466

Contract Name Framework Agreement for Structural Maintenance Lot 3

Client: BCV, JNP & SSL Civils Maintenance

Supplier: TBC

Principal Contractor: Yes No