

AMPLUS LTD - STANDARD TERMS AND CONDITIONS FOR GROUND INVESTIGATION

1. The work will be carried out in accordance with the ICE Conditions of Contract for Ground Investigation 2003, approved by the Institution of Civil Engineers jointly with the Association of Consulting Engineers and the Civil Engineering Contractors Association, in so far as they can be held applicable to our work and except where amended by the conditions below.
2. We shall not be held liable for any costs arising from damage to property, or crops, which are the unavoidable result of the site operations, or for any consequential costs arising from such damage or the use of the site.
3. We shall not be held responsible for any costs arising from loss or damage to underground services, or the consequences thereof unless the precise positions of such underground services have been indicated in writing to us prior to commencement of the work. Our rights and obligations under the conditions shall be unaffected by any searches we have undertaken. All costs in relation to such damage will be payable by the Employer.
4. We have not made any allowance in our offer for hand dug inspection pits to check the presence of underground services. If inspection pits are necessary for any reason then we will require reimbursement at the rates given against the appropriate items(s) in our estimate or at rates to be agreed.
5. We shall be able to work continuously from one exploratory hole to the nearest adjacent exploratory position and access to all exploratory positions is such that a 'Landrover' or similar type of cross country vehicle and/or a truck-mounted drilling rig, towing a rig or trailer can drive to the exploratory location.
6. Our estimate does not allow for the re-landscaping or the re-turfing of trial pit positions. In addition, rates do not allow for return visits to make good any settlement that may subsequently occur in the vicinity of trial pit positions.
7. No allowance is made for disposal of surplus spoil. If quoted, the rate for grouting includes for a sufficient mixed volume of grout to refill the theoretical volume of the borehole. Should lateral seepage or loss of emplaced grout by other means occur then we shall require that all grouting works be rechargeable at an hourly rate, with specialist grouting plant and materials being chargeable in addition at cost delivered to site plus 12.5%.
8. Our rates exclude any costs relating to physical conditions arising from or as a consequence of artesian or sub-artesian groundwater conditions or as a consequence of vertical groundwater flow in exploratory holes. All costs relating to any work associated with such conditions including any remedial work shall be chargeable on a Daywork basis or at rates mutually agreed.
9. Where the contract includes the installation of instruments, it is possible in some ground conditions that some installations may not function properly. We cannot accept responsibility for any such malfunction and would require payment for all work actually carried out.
10. We shall not be responsible for obtaining access to the site, and all necessary arrangements for such access and payments relating thereto shall be made by the Employer or his representative. In the event of our offer being accepted the Employer warrants and undertakes that he has obtained and paid for all the necessary certificates, licences, permits and consents required by Statute, or any order or regulation made there under, or by any regulation or by-law of any authority or statutory undertaker.
11. With regard to the Statutory Nuisances (Jersey) Law 1999 our rates are based on our being able to carry out the work by the methods and type of equipment indicated in our offer and within our normal hours. If we are precluded from doing so, we shall require reimbursement for the additional costs incurred in taking alternative measures, together with an appropriate extension to the Contract period.
12. No allowance has been made for overtime such as night and weekend work. The normal hours of work will be Monday to Friday, 07.00 – 18.00 hours.
13. Should it prove necessary to provide any lighting, watching, traffic control or protection of the work, we would require payment at Daywork Rates in the Current Schedule of Dayworks of the Federation of Civil Engineering Contractors or such other rate(s) identified in our estimate.
14. Our rates do not include for any survey work to determine the position(s) or ground level(s) or any borehole position.
15. We shall require payment at the hourly rate detailed for all delays due to circumstances beyond our control.
16. Unless we have specifically indicated, our offer makes no allowances for working on contaminated sites nor on sites which we consider could be potentially hazardous to our employees or plant. Should we consider that special requirements i.e., protective clothing, safety equipment, decontamination facilities etc. are necessary then the costs of their provision will be rechargeable at cost plus 12.5%.
17. Our liability arising for any claim which may arise out of or in connection with pollution whether in contract or in tort, in negligence or for breach of statutory duty or otherwise, arising out of or in connection with the works carried out under these conditions is excluded.
18. Our offer excludes any costs associated with the disposal of contaminated spoil or groundwater from the Investigation. The cost of disposal from the fieldwork or samples from the laboratory will be chargeable to the Employer at cost plus 12.5%.
19. Samples will be stored in our sample store free of charge for a period of one month following the submission of the draft report. Further storage periods will be charged at the rates indicated in the Schedule of Laboratory Testing appended to the estimate. All remaining samples will be disposed of after one month from submission of the report without further notice, unless we have received your written instructions to continue storage.
20. All rates quoted are firm, exclusive of VAT, if applicable, and valid for acceptance within a period of one month. All rates are net and exclusive of any Main Contractor's Discount. Payment of invoice/application, which will be rendered monthly, is required including VAT, if applicable, at the Standard Rate without retention within 30 days from the date of our invoice/application. Quantities indicated in our estimate are subject to re-measurement following completion of the work.
21. Nothing in this contract confers or purports to confer to any third party any benefit or any right to enforce any term of this contract.
22. Rates allow for normal bit wear. Excessive bit wear will be charged at cost plus 12.5%
23. Amplus Ltd will not be liable for any loss whatsoever arising directly or indirectly from any opinion given on the possible configuration of strata both between the borehole and/or trial pit positions and/or below the maximum depth of the investigation. Such opinions, where given, are for guidance only.
24. The quoted rates are valid for a period of 30 days from the date of the offer.
25. The client will be billed at the rates in the BOQ for all accommodation during the fieldwork period; along with flights back to Jersey for the drilling crew should Saturday or Sunday working not be permitted.
26. Assignment of the benefit of the Site Investigation Contract cannot take place without the express consent of Amplus Ltd. Amplus Ltd reserves the right to refuse to give consent to assign the benefit of the Contract to a proposed assignee. If Amplus Ltd grants an assignment, it will be subject to payment of a fee.

Estimate No:

Date:

AMPLUS LTD