



**Street Lighting and Electrical
Term Maintenance Contract
2013 - 2018**

ITT

APPENDIX 1

Conditions of Contract

Appendix to the Form of Tender

Prompt Payment Certificate

**Goods Vehicle Operator
Licensing Certificate**

Form of Agreement

Form of Bond

Special Requirements

Name of Tenderer

Address

.....

.....

.....

December 2012

Reading Borough Council
Civic Centre
Reading
RG1 7TD

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1 LOCATION AND BRIEF DESCRIPTION OF THE WORKS

All Permanent and Temporary Works in connection with:-

1. Operation and maintenance of public lighting installations.
2. Provision of emergency facilities.
3. Preparation and cyclic maintenance of public lighting installations and illuminated road signs (within highway, parks and public open space) including internally illuminated bollards, bulk lamp change, cleaning, inspection, electrical testing and fault repair.
4. Fault repair.
5. Lighting infrastructure replacement where necessary and adhoc and new installation.
6. Maintenance and repairs of miscellaneous electrical equipment eg. highway drainage pumps.

The Works are to be carried out within the boundaries of Reading Borough Council, in accordance with the documents listed below:-

Appendix 1 - Conditions of Contract, Form of Agreement, Form of Tender Appendix Parts 1 and 2, Prompt Payment Certificate, Performance Bond and Special Requirements.

Appendix 2 - Specification and Appendices

Appendix 3 and 4 - Schedule of Rates and Prices

2 CONDITIONS OF CONTRACT

THE CONDITIONS OF CONTRACT REFERRED TO IN THE TENDER SHALL BE THE INFRASTRUCTURE CONDITIONS OF CONTRACT TERM VERSION, 1ST EDITION (AUGUST 2011 (BASED ON THE ICE CONDITIONS OF CONTRACT) APPROVED BY THE ASSOCIATION FOR CONSULTANCY AND ENGINEERING (ACE) AND THE CIVIL ENGINEERING CONTRACTORS ASSOCIATION (CECA).

CLAUSE 1

Sub-Clause (1)(a) is deleted and substituted by the following:-

- (a) "Employer" means the Reading Borough Council, Civic Centre, Reading, Berkshire, RG1 7AE and includes the Employer's successors.

Sub-Clause (1)(c) is deleted and substituted by the following:-

- (c) "Engineer" means the Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the Contract.

Sub-Clause (1)(n) is deleted and substituted by the following:-

- (j) "Permanent Works" means the permanent works to be executed completed and maintained in accordance with the contract;

Sub-Clause (1)(o) is deleted and substituted by the following:-

- (k) "Temporary Works" means all temporary works of every kind required in or about the execution, completion and maintenance of the Works;

The following Sub-Sub-Clauses are added to Sub-Clause (1)

- (y) "The Agreement" means the Agreement between the Employer and the Contractor incorporating the Conditions of Contract, Specification, Drawings, Priced Schedule of Rates, the Tender and the Agreement for Lease.
- (z) "Network" means those roads described in Paragraphs 1 and 2 of Appendix 1/71.
- (aa) "Statutory Undertaker" means any person who has a statutory right or a right pursuant to a licence granted under any statute to place or maintain any apparatus (including any pipe conduit sewer drain or tunnel) on under or over the site or to inspect adjust repair alter renew reposition or remove such apparatus.

CLAUSE 2

Sub-Clause (2)(d) is deleted and substituted by the following:-

- (d) the time within which the Works shall be commenced, executed and completed, the period for completion of individual Works Order shall be prioritised as follows;

Priority	Period for completion from date of Works Order
A	Emergency and Urgent Works as specified
B	24 hours
C	5 working days
D	10 working days
E	20 working days
P	As Programmed

Sub-Clause (2)(f) is deleted and substituted by the following:-

- (f) any other matters that the Engineer considers relevant and any other special requirements.

CLAUSE 11

Sub-Clause (2) is deleted and substituted by the following:-

- (2) (a) The Contractor shall be deemed to have inspected and examined the Network and its surroundings and to have satisfied himself before submitting the Tender as to the form and nature of the Network (so far as is practicable and having taken into account any information in connection therewith which may have been provided by or on behalf of the Employer) the extent and nature of the Network and the work and materials necessary for the execution of completion of the Works the means of communication with and access to the Network the accommodation he may require and in general to have obtained for himself all necessary information to carry out the Works as to risks contingencies and all other circumstances influencing or affecting his tender.
- (b) The Contractor shall make and keep himself generally familiar with the contract area.

CLAUSE 15

Sub-Clause 15(3) is added as follows:-

- Attendance to Receive Orders (3) The Contractor or his Agent or Representative shall attend when required and where directed by the Engineer to receive directions or instructions on the ordering and execution of the Works or for any other purpose in connection with the Contract.

CLAUSE 29

Sub-Clause (3) - Add the following:-

- | | |
|--|--|
| Protection of
(3) Water
Resources | <p>(a) The Contractor shall be aware of the statutory responsibilities of the Environment Agency for the protection of water resources. Notwithstanding this subject and without prejudice to any other provision of the Contract the Contractor shall take all necessary precautions in connection with any underground water resources (including percolating water) rivers streams ditches drains cuts culverts dykes sluices lakes ponds reservoirs docks channels creeks bays estuaries or arms of the sea and the like to prevent:-</p> <p>(i) any interference with the supply to or abstraction from such sources</p> <p>(ii) silting</p> <p>(iii) erosion of their beds or banks</p> <p>(iv) pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal aquatic or plant life.</p> |
| Avoidance of
Dust and
Debris
Nuisance | <p>(b) The Contractor shall take all necessary measures to prevent damage loss injury or nuisance caused by:-</p> <p>(i) mud dirt stones or other material used or generated in the execution of the works. This shall include but not be limited to ensuring that no fuel or lubricant mud dirt stones or other material is spilled or deposited on the highway whether or not it is open to traffic;</p> <p>(ii) smoke or dust generated in the execution of the Works.</p> <p>(c) The Contractor shall take all necessary measures to prevent damage loss injury or nuisance caused by smoke or dust in the execution of the Works.</p> |

CLAUSE 34

Clause 34 Discrimination

- 34.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995 and 2005, the Employment Equality (Sexual Orientation) Regulations 2003, the

Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Human Rights Act 1998 the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

34.2 The Contractor shall take all reasonable steps to secure the observance of clause 34.1 by all its employees, agents and sub-contractors engaged on the contract.

34.3 The Contractor will notify the Engineer immediately in writing as soon as it becomes aware of any investigation of it or proceedings brought against it under Equal Opportunities Legislation. The Contractor will co-operate fully and promptly in every way required by the person or body conducting any such investigation, and it will notify the Council immediately of the outcome.

CLAUSE 40

Sub-Clause (2) is not used.

CLAUSE 45 is deleted and substituted by the following:-

Night, Saturday Sunday and Bank Holiday Working	Subject to any provision to the contrary contained in the Contract none of the Works shall be executed between the hours of 1730 and 0800 on weekdays or on Saturdays or Sundays or on Bank Holidays and one day both before and after Bank Holidays without the permission in writing of the Engineer. Provided always that this Clause shall not be applicable in the case of any work which is required to be carried out in the case of emergency works maintenance of Temporary Works and attendance.
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CLAUSE 47 is deleted and substituted by the following:-

Liquidated Damages for Whole of Works Order or Works Instruction

47. (1) (a) Liquidated Damages for Whole of Works Order or Works	In the Appendix to the Form of Tender under the heading "Liquidated Damages for Delay" there is stated in column 1 the sum which represents the Employer's genuine pre-estimate (expressed as a rate per day) of the damages likely to be suffered by him in the event that the whole of a works order or works instruction shall not be completed within the time prescribed by Clause 43.
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Provided that in lieu of such sum there may be stated in column 3 such lesser sum as represents the limit of the Contractor's liability for damages for failure to complete the whole of the works order or works instruction within the time for completion therefore or any extension thereof granted under Clause 44.

(b)	If the Contractor should fail to complete the whole of the Works within the prescribed time or any extension thereof granted under Clause 44 the Contractor shall pay to the Employer for such default
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the sum stated in column 1 aforesaid for every day which shall elapse between the date on which the prescribed time or any extension thereof expired and the date of completion of the whole of the works order or works instruction.

(2) (a) Liquidated Damages for Sections. In cases where any Section shall be required to be completed within a particular time as stated in the Appendix to the Form of Tender there shall also be stated in the said Appendix under the heading "Liquidated Damages for Delay" in column 2 the sum which represents the Employer's genuine pre-estimate (expressed as aforesaid) of any specific damage likely to be suffered by him in the event that such Section shall not be completed within that time.

Provided that there may be stated in column 3 in lieu of such sum such lesser sum as represents the limit of the Contractor's liability for failure to complete the relevant Section within the relevant time.

(b) If the Contractor should fail to complete any Section within the relevant time for completion or any extension thereof granted under Clause 44 the Contractor shall pay to the Employer for such default the sum stated in column 2 aforesaid for every month day or occurrence as the case may be which shall elapse between the day on which the relevant time or any extension thereof expired and the date of completion of the relevant Section. Provided that:-

(i) if completion of a Section shall be delayed beyond the due date for completion of the whole of the works order or works instruction the damages payable under sub-clauses (1) and (2) of this clause until completion of that Section shall be the sum stated in column 1 plus in respect of that Section the sum stated in column 2.

(3) Damages not a penalty All sums payable by the Contractor to the Employer pursuant to this Clause shall be paid as liquidated damages for delay and not as a penalty.

CLAUSE 60

Sub-Clause (1) lines 1 and 2 are deleted and substituted by

"(1) The Contract will operate on a system of Works Orders. The Contractor shall submit to the Engineer an invoice for payment in respect of each Works Order within 28 days following the completion of the Works Order. The invoice shall state the following:-

- (i) Works Order Number
- (ii) Item Numbers
- (iii) Item Descriptions

- (iv) Quantities
- (v) Rates in accordance with the Schedule of Rates
- (vi) Price Fluctuation (Clause 77)
- (vii) Sub Total Value of Invoice (less any previous payment)
- (viii) Value Added Tax
- (ix) Grand Total

The Contractor may submit interim invoices for Works Orders whose duration, in the opinion of the Contractor and with the agreement of the Engineer, is in excess of 28 days. Interim invoices are however required for all work in progress at 31st March each year.

The Contractor shall submit to the Engineer after the end of each calendar month and commencing not more than one month after the Effective Date a statement which shall not be deemed to be an application for payment and will show:-

Sub-Clause (1)(a) "work against each completed Works Order or Works Order whose duration exceeds 28 days" is inserted before "carried out" in line 1.

Sub-Clause (1)(b) Add the following after "value;" in line 2 "This list should exclude the emergency stock of material required to be held by the Contractor which is deemed to be the property of the Contractor, and any other stock of material held by the Contractor at the Contractor's discretion in order to comply with the requirements of the Contract."

Sub-Clause (1)(c) is not used.

Sub-Clause (1)(d) is unchanged.

Sub-Clause (1) lines 14 and 15 are deleted.

Sub-Clause (2) "monthly statement" in lines 1 and 2 is deleted and substituted by "invoice in respect of a completed Works Order or interim payment"

Sub-Clause 2(a) is deleted and substituted by "the amount which in the opinion of the Engineer is due to the Contractor less any retention as provided in Sub-Clause 4 of this Clause"

Sub-Clause (2)(b) "(1)(c)" in line 3 is deleted.

Sub-Clause (4) "date of the Defects Correction Certificate" in line 1 is deleted and substituted by "expiration of the Term" or upon earlier determination under the Contract.

"up to the date of the Defects Correction Certificate" in lines 5, 6 and 11 is deleted.

Sub-Clause (7) is deleted and substituted by the following:

Interest on Overdue Payments	(7) In the event of failure by the Engineer to certify or the Employer to make payment in accordance with Sub-Clause (2), (3) and (5) of this Clause the Employer shall pay to the Contractor interest upon any payment overdue there under at a rate per annum equivalent to One per cent plus the average of the base lending rates announced by Lloyds TSB, Barclays, National Westminster and HSBC Banks which are current on the date on which such payment first becomes overdue. In the event of any variation to the said base lending rates being announced whilst such payment remains overdue the interest payable to the Contractor for the period that such payment remains overdue shall be correspondingly varied from the date of each such variation.
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CLAUSE 71

Clause 71 (1st Edition, 2007 Reprint) is amended as follows:

- | | |
|----------------------|---|
| CDM Regulations 2007 | (1) (a) Change 1994 to 2007
Add new subclause (b) and renumber subsequent subclauses

“Construction Phase Plan” means the document recording the health and safety arrangements, site rules and any special measures for construction work as described in Regulation 2(1) of the Regulations and prepared in accordance with Regulation 23 of the Regulations”

Renumbered (c) change “Planning Supervisor” to “CDM Co-ordinator”

Delete renumbered (d)

(2) (a) Change “Planning Supervisor” to “CDM Co-ordinator”
(3) (a) Change “Planning Supervisor” to “CDM Co-ordinator” and change “Health and Safety Plan” to “Construction Phase Plan”
(b) Change “Planning Supervisor” to “CDM Co-ordinator” |
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SPECIAL CONDITIONS

The following Special Conditions form part of the Conditions of Contract.

CLAUSE 72

Prompt Payment of Sub-Contractors

For the purposes of performing this Contract:

- (1) Any Sub-Contract for works entered into by the Contractor shall provide for timely payment of the sub-contractor on terms comparable to those detailed in Clause 15 of the Federation of Civil Engineering Contractors Form of Sub-Contract dated September 1984 ('The Blue Form') except for the following modifications:-
 - (a) in Sub-Clause (3)(a) delete the words:-
'or otherwise as agreed'
 - (b) Sub-Clause (3)(b)(iv) is deleted.
 - (c) in Sub-Clause (3)(f) line 2 delete the words:-
'or in the event of payment being withheld pursuant to Sub-Clause 15 (3)(b)(iv)'
 - (d) Sub-Clause (3)(g) is deleted.
- (2) For any other Sub-Contract for goods and/or services the Contractor shall pay his suppliers within 30 days of the receipt of a valid demand for payment, or within any other period as may be normal practice within the industry for the supply of such goods and services.

CLAUSE 73

Clause 73 Prevention of Corruption

- 73.1 The Contractor shall not offer or give, or agree to give, to the Client or any other public body or any person employed by or on behalf of the Client or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Client or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.
- 73.2 The Contractor shall not commit any offence under the Bribery Act 2010 or give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

73.3 The Contractor warrants that it has not paid commission or agreed to pay commission to the Client or any other public body or any person employed by or on behalf of the Client or any other public body in connection with the Contract.

73.4 If the Contractor, its staff or anyone acting on the Contractor's behalf, (with or without the knowledge of the Contractor) engages in conduct prohibited by clauses 73.1, 73.2 or 73.3, the Client may:

73.4.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Client resulting from the termination, including the cost reasonably incurred by the Client of making other arrangements for the supply of the Services and any additional expenditure incurred by the Client throughout the remainder of the Contract Period; or

73.4.2 recover in full from the Contractor any other loss sustained by the Client in consequence of any breach of those clauses.

CLAUSE 74

Recovery of Sums Due from Contractor

When under the Contract any sum of money shall be recoverable from or payable by the Contractor such sum shall be recoverable as a debt and may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Contractor under the Contract or any other contract with the Employer.

CLAUSE 75

Contract Price Fluctuations - Civil Engineering Works

(1) The amount payable by the Employer to the Contractor upon the issue by the Engineer of an interim certificate pursuant to Clause 60(2) or of the final certificate pursuant to Clause 60(3) (other than amounts due under this Clause) shall be increased or decreased in accordance with the provisions of this Clause if there shall be any changes in the following Index Figures compiled by the Department of the Environment, Transport and the Regions and published by Her Majesty's Stationery Office (HMSO) in the Price Adjustment formulae for Construction Contracts - Monthly Bulletin of Indices:-

- (a) the Index of the Cost of Labour in Civil Engineering Construction;
- (b) the Index of the Cost of Providing and Maintaining Constructional Plant and Equipment;
- (c) the indices of Constructional Material Prices applicable to those materials listed in Sub-Clause (4) of this Clause.

The net total of such increases and decreases shall be given effect to in determining the Contract Price.

The Tender Price shall remain firm for 12 months from the Effective Date with the annual review of rates and prices thereafter based upon the change in the Index Figures (see (2)(c)(i)) and after each annual review shall remain fixed for the 12 month period subsequent to each review. The review shall be based on the following:-

- (2) For the purpose of this Clause:-
- (a) "Final Index Figure" shall mean any Index Figure appropriate to Sub-Clause (1) of this Clause not qualified in the said Bulletin as provisional;
 - (b) "Base Index figure" shall mean the appropriate Final Index Figure applicable to the date 42 days prior to the date for the return of tenders;
 - (c) "Current Index Figure" shall mean the appropriate Final Index Figure applicable to the date 42 days prior to:-
 - (i) the date 12 months after the commencement date of the Contract, and
 - (ii) annually thereafter the date in (2)(c)(i)
 - (d) the 'Tender Price' shall mean the rates and prices in the Schedule of Rates when the Tender was accepted.
- (3) The increase or decrease in the amounts payable under Clause 60 pursuant to Sub-Clause (1) of this clause shall be calculated by multiplying the rates and prices contained within the schedule of rates by a Price Fluctuation Factor which shall be the net sum of the products obtained by multiplying each of the proportions given in (a), (b) and (c) of Sub-Clause (4) of this Clause by a fraction the numerator of which is the relevant Current Index Figure minus the relevant Base Index Figure and the denominator of which is the relevant Base Index Figure.
- (4) For the purpose of calculating the Price Fluctuation Factor the proportions referred to in Sub-Clause (3) of this Clause shall (irrespective of the actual constituents of the work) be as follows and the total of such proportions shall amount to unity:-
- (a) 0.450 in respect of labour and supervision costs subject to adjustment by reference to the Index referred to in Sub-Clause (1)(a) of this Clause;
 - (b) 0.200 in respect of costs of provision and use of all civil engineering plant road vehicles which shall be subject to

adjustment by reference to the Index referred to in Sub-Clause (1)(b) of this Clause;

- (c) the following proportions in respect of the materials named which shall be subject to adjustment by reference to the indices referred to in Sub-Clause (1)(c) of this Clause;

0.010 in respect of Aggregates

0.020 in respect of Bricks and Clay Products generally

0.010 in respect of Cements

0.010 in respect of Cast Iron products

0.020 in respect of Coated Roadstone for road pavements and bituminous products generally

0.010 in respect of Fuel for plant to which the DERV Fuel Index will be applied

0.010 in respect of Fuel for plant to which the Gas Oil Index will be applied

0.010 in respect of Timber generally

0.000 in respect of other Metal Sections

0.200 in respect of materials for Electrical Installations

- (d) 0.050 in respect of all other costs which shall not be subject to any adjustment

Total 1.00

- (5) Provisional Index Figures in the Bulletin referred to in Sub-Clause (1) of this Clause may be used for the provisional adjustment of interim valuations but such adjustments shall be subsequently recalculated on the basis of the corresponding Final Index Figures.
- (6) Clause 69 - Tax Fluctuations - shall not apply except to the extent that any matter dealt with therein is not covered by the Index of the cost of labour in Civil Engineering construction.

CLAUSE 76

Contractor to Comply with Special Requirements in Relation to Statutory Bodies

The Contractor shall comply with the Special Requirements in relation to:-

Network Rail, Electricity Generating and Distribution Companies, Mercury Communications, Cable and Wireless, British Telecommunications, British Gas, Environment Agency, Ministry of Agriculture, Fisheries and Food, Water and Sewerage Companies and their agents, Oil Pipeline Agencies, British Waterways Board, Slough Heat and Power Ltd and Borough and District Councils as set out in the pages immediately following these Conditions of Contract. Compliance with such Special Requirements shall not relieve the Contractor of any of his other obligations and liabilities under the Contract and fulfilment of such other obligations and liabilities shall not relieve him of his responsibility to comply with the said Special Requirements.

CLAUSE 77 - *to be confirmed.*

Possession of Railway Track

- (1) Where any part of the Works has to be carried out during a period or periods of possession of a railway track or tracks in accordance with provisions in the Contract the Contractor shall plan and execute that part of the Works so that the whole of that part of the Works is carried out in one or more stages each such stage being so designed as not to exceed or overrun the period or periods of possession stated in or fixed pursuant to the terms of Contract. If these allow the actual period or periods of possession to be varied or selected or fixed by the Engineer after consultation with Network Rail and the Contractor shall by such time as the Engineer shall have required of the Contractor before commencing the said part of the Works give notification to the Engineer with full detailed particulars of the period or periods of possession which are required by the Contractor and the Engineer shall arrange with Network Rail for such period or periods of possession as he may consider to be necessary for the proper completion of that part of the Works by the contractor in accordance with his obligations under the Contract.
- (2) The Contractor shall so organise the execution of work during any period of possession of a railway track or tracks that he will be able to give up possession of the track or tracks at the time prescribed for the end of the period of possession and he shall so give up possession.
- (3) Subject to the next following Sub-Clause the Employer shall be liable for and reimburse direct to Network Rail any expenses properly incurred by Network Rail in giving possession of the track imposing speed restrictions providing necessary personnel or in carrying out ancillary works other than expenses of Network Rail which are the liability of the Contractor or are due to a failure by the Contractor to comply with any of his obligations under the Contract.
- (4) The Contractor shall in addition to any expenses for which he may be liable under the last preceding Sub-Clause defray and be liable for all expenses of Network Rail (certified by the Engineer as such) in respect of any period or periods of possession fixed by the Engineer as aforesaid not being such a period or periods as in his opinion are necessary for the proper completion of that part of the Works by the Contractor in accordance with his obligations under the Contract and such expenses shall be recoverable as sums of money due pursuant to the provisions of Clause 74 hereof.
- (5) The Contractor shall make his own arrangements with Network Rail in connection with the hire of plant from Network Rail access to the site temporary level crossings for access and movement across the track or other property of Network Rail or any other of his requirements and

duties under the Contract and any expenses relating to such arrangements shall be the liability of the Contractor.

- (iv) information relating to or connected with the employment of employees including details of:-
 - (a) terms incorporated from any collective agreement;
 - (b) any outstanding or potential liability for past breaches of such contracts;
 - (c) any outstanding or potential statutory liability (for example, any claim for unfair dismissal and
 - (d) any other outstanding or potential liability requiring to be met by the prospective tenderer if his tender is accepted: and
- (v) such other information as the Council may reasonably require in relation to the Contractors employees (other than the name or other details which enable any employee to be identified unless both the Contractor and that employee have consented in writing to the provision of such details).

CLAUSE 78 - *to be confirmed*

- AWE (1) The Atomic Weapons Establishment (AWE) have an effluent pipeline running between their site at Aldermaston and the River Thames at Pangbourne. The route of the pipeline is available for inspection at the Engineers offices.
- (2) Before commencing any work in the vicinity of the pipeline, the Contractor shall contact the Chief Administration Officer, AWE, Aldermaston, Reading, RG7 4PR (Telephone 01189 814111).

CLAUSE 79

Police Authority

- (1) The Police authority is empowered with the Engineer's approval to issue directives to the Contractor on any matter affecting safety on the Network.
- (2) The Contractor shall comply with and give immediate effect to any change directive of the Police authority and take such steps or make such changes as may be necessary to meet the requirements of the directive.
- (3) The Contractor shall as soon as possible after receiving the directive give notice thereof to the Engineer and confirm compliance therewith. The Engineer shall issue a Works Order or Variation as appropriate in respect of the directive and the Contractor shall be paid in accordance with Clause 60 the extra cost in giving effect to the directive except to the extent that the work involved is:

- (a) otherwise provided for in the Contract;
 - (b) necessary by reason of some default on the part of the Contractor;
or
 - (c) necessary for the proper execution of the work or safety of the Works or any part thereof inasmuch as such necessity does not arise from any act or default of the Engineer or the Employer or from any of the Excepted Risks defined in Clause 20.
- (4) Compliance with these Special Requirements shall not relieve the Contractor of any of his other obligations and liabilities and shall not relieve him of his responsibility to comply with these Special Requirements.

CLAUSE 80

Default Points System

- (1) For the duration of the Contract, a default points system will operate whereby, if in the opinion of the Engineer the Contractor without due cause should fail to comply with any of the requirements described in sub-clause (2) of this Clause, the contractor shall accrue default points for each and every item defined in sub-clause (2)
- (2) The relevant Works to which the requirements of this clause relate are:-

	Default points
(a) Failure to comply with Emergency Facilities requirements (Appendix 0/1 Clause 3670AR)	5
(b) Failure to comply with specified completion dates	1
(c) Failure to comply with agreed programme dates for cyclic maintenance works (Appendix 1/13)	1
(d) Failure to comply with electrical maintenance performance targets (Appendix 0/1 Clause 1471AR)	3
(e) Failure to comply with Traffic Safety & Management requirements (Appendix 1/17)	5
(f) Failure to comply with site safety requirements (Appendix 1/74)	3
(g) Working in traffic sensitive situations without authorisation (Appendix 1/17)	4
(h) Failure to comply with working hours	2

	requirements (Conditions of Contract Clause 45)	Default points
(i)	Failure to submit invoice for payment within 28 days of works order completion (Conditions of Contract Clause 60)	1
(j)	Failure to comply with specification on any Works Order	2
(k)	Failure to submit reports to engineer within given timescales.	1
(l)	Failure to reinstate road markings after reinstatement of excavation (Appendix 0/1 Clause 710AR)	1
(m)	Failure to leave site in clean condition (Appendix 0/1 Clause 178AR)	1
(n)	Failure to comply with any instruction from the Engineer	2
(o)	Failure to comply with special requirements for statutory bodies. (Clauses 77, 79 and 80)	2
(p)	Failure to complete remedial works within the period specified by the Engineer.	2
(3)	The Engineer shall notify the Contractor in writing within 2 working days of any instance where default points have been applied.	
(4)	Default Points for non-compliance with the programme for cyclic maintenance activities (sub-clause 2c) shall be applied at the rate of 1 point per activity per week until the Engineer is satisfied that the particular activity has returned to the agreed programme.	
(5)	If in the opinion of the Engineer, the Contractor is persistently in breach of his obligations in respect of any failure listed in sub-clause (2) of this Clause then the default points for each associated default shall be doubled until the Engineer is satisfied that an improvement has taken place.	
(6)	Without prejudice to the powers of the Engineer and Employer under Clause 63 hereof, if the Contractor fails to comply with the terms of the Contract such that a total of 20 points are accrued within any four week period, the Engineer may certify to the Employer that the Contractor is fundamentally in breach of his obligations under the Contract.	

- (7) The Contractor will be informed of this in writing by the Engineer in the form of an 'Improvement Notice' within two weeks of the end of any four week period. Within 7 days of the date of the Engineers letter, the Contractor shall advise the Engineer of his action plan to remedy the defaults which shall include details of the proposed action and timescale. The timescale over which the proposed improvement is to take place shall be agreed with the Engineer and if the Engineer considers the timescale unacceptable the Contractor shall remedy the defaults within the timescale directed by the Engineer.
- (8) If any of the following events occur during the contract period, the Engineer may recommend to the Employer the forfeiture of the Contract in accordance with Clause 63 of the Conditions of Contract:
 - (i) improvement notices issued in 3 consecutive four week periods;
 - (ii) in excess of 40 accrued penalty points in any four week period;
 - (iii) failure to comply with sub-clause 7 of this Clause.
- (9) The Engineer will prepare a regular report on the performance of the Contractor, which will be presented to the Employers Council Committee and will include details of default points incurred by the Contractor and any Improvement Notices served. The Committee meeting is a public meeting to which members of the press are invited.
- (10) For the avoidance of doubt, none of the decisions of the Engineer under this Clause shall be reviewable under the disputes procedure set out in Clause 66. The decision of the Engineer shall be final and binding on the parties.

CLAUSE 81

Access to Records

- (1) The Contractor shall at all times during the Term allow the Engineer access to:-
 - (a) records and documents touching or concerning the Contract in possession of the Contractor relating to performance of Works under the Contract;
 - (b) equipment used or proposed to be used in connection with the performance of Works for the purpose of ensuring that the equipment conforms to standards laid down by the Contract documents;
 - (c) any employee or agent of the Contractor for the purpose of interviewing him or her in connection with the carrying out of any part of the Works.

- (2) If requested by the Employer's Director of Finance or any Auditors appointed by him the Contractor will disclose to such person records and documents touching or concerning the Contract and if required to do so will provide such person with copies of any such records and documents.

CLAUSE 82

Waiver

Failure by the Employer at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the contract or any part thereof or the right of the Employer to enforce any provision in accordance with its terms.

CLAUSE 83

Agency and Supervision

- (1) The Contractor is not and shall in no circumstances hold himself out as being the servant or agent of the Employer.
- (2) The Contractor is not and shall in no circumstances hold himself out as being authorised to enter into any contract on behalf of the Employer or any other way to bind the Employer to the performance, variation, release or discharge of any obligation.
- (3) The employees of the Contractor are not, shall not hold themselves out to be and shall not be held by the Contractor as being servants or agents of the Employer for any purpose whatsoever.

CLAUSE 84

Goods Vehicle Operator's Licence

Each goods vehicle used by the Contractor or his Subcontractors in connection with the contract shall display the vehicle licence disc relevant to the goods operator's licence under which the vehicle is operated or, in the absence of an operator's licence disc, the vehicle shall carry documentation giving the operator's licence number, name and address.

CLAUSE 85

Quality Assurance

- (1) The Contractor shall operate a quality assurance system complying with BS EN ISO 9002 for the purpose of ensuring and demonstrating that the Works and all other matters for which the Contractor is responsible under the Contract conform to the Contract.

- (2) The Employer shall be permitted to examine and thereafter audit at quarterly intervals the Contractor's quality assurance system. The Employer may appoint an independent quality auditor to undertake such examination and auditing.
- (3) The Contractor shall ensure that wherever possible its sub-contractors also hold appropriate third party quality assurance certificates.
- (4) In the unlikely event that a sub-contractor does not possess such a certificate the Contractor will ensure that the sub-contractor complies with the requirements of BS EN ISO 9002.
- (5) The Contractor shall make available certificates of conformity of materials as necessary when requested by the Engineer.

CLAUSE 86

Complaints in Respect of Service Provision

- (1) The Contractor shall at the request of the Engineer, in the places and in a form approved by the Engineer, arrange for notices to be permanently displayed giving information as to how complaints about the provisions of the Service may be made.
- (2) The Contractor shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner. The Contractor shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Engineer at all reasonable times. The Contractor shall notify the Engineer forthwith in writing of all complaints received and of all steps taken in response thereto.
- (3) The Contractor's agent shall be responsible for ensuring that the provision of Conditions 1 and 2 above are complied with.

CLAUSE 87

Peacetime Emergencies/Civil Defence

- (1) In the event of a peace time emergency (e.g. the occurrence of a major air, road or rail disaster, or as a result of severe weather conditions) or where as a result of the imminent threat of, or an outbreak of hostilities (whether war is declared or not) in which the United Kingdom shall be involved on a scale involving the general mobilisation of the armed forces of the Crown, then the Contractor shall:-
 - (i) immediately upon receipt of an instruction from the Engineer, organise all his resources used in the Contract and make them available in part or in whole to the Employer as required, to assist in dealing with the emergency; and

- (ii) during the period that the Contractor is engaged in carrying out such emergency work the whole or part of the services required to be carried out under this Contract shall be suspended as instructed by the Engineer; and
- (iii) allow voluntary organisations or other bodies (such as, but not limited to the armed forces, Red Cross etc) to use such facilities and property as directed by the Engineer; and
- (iv) work alongside such voluntary organisations or other bodies and to allow voluntary persons to work with the Contractor's employees during the period of any such incident; and
- (v) in the event of a requirement to retain a facility or service for a greater period than the normal working day, co-ordinate with the Engineer on staffing levels and availability which may include the use of voluntary organisations or individuals in addition to the Contractor's employees;
- (2) All emergency work shall be paid for on agreed actual costs plus 15% overheads and profits.
- (3) Pursuant to this Clause the Contractor shall provide the Engineer with, and at all times maintain, a contact telephone number at which the Contractor's agent is available in an emergency.
- (4) The following documents are held by the Employer and are available for inspection by the Contractor:-
 - (i) Local Authority Emergency Plan;
 - (ii) Contingency Plan for the Control of Animal Rabies;
 - (iii) Contingency Plan for the Control of Anthrax and Foot and Mouth Disease;
 - (iv) Off-Site Emergency Arrangements for Atomic Weapons Establishment at Aldermaston;
 - (v) Off-Site Emergency Arrangements for Atomic Weapons Establishment at Burghfield;
 - (vi) Local Authority Civil Defence Plan.

CLAUSE 88

LEGAL STATUS AND TUPE

- 1.1 The Contractor is an independent contractor and nothing in this Agreement shall be deemed to constitute a partnership or any employment relationship between the parties nor shall anything in this Agreement be deemed to constitute one party the agent of the other for any purpose.
- 1.2 The Contractor shall indemnify the Council and any successor contractor against all costs, expenses and liabilities incurred by the Council and/or any successor contractor arising from any claim by the Contractor's Employees or ex-Employees (and a claim by any employees or ex-employees or contractors of the

Contractor) for Breach of Contract, unfair or wrongful dismissal, redundancy or any other claim whether statutory or contractual or otherwise, incurred by or transferred to the Council and/or any successor contractor by virtue of the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) or any subsequent or related legislation.

Provision of Information Relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006.

- (1) Where notified in writing by the Employer to do so, the Contractor shall provide TUPE Information to the Employer within 14 days of such notice.
- (2) The Employer may disclose TUPE Information to any Prospective Tenderer and shall, if requested by the Contractor to do so, ensure that prior to such disclosure the Prospective Tenderer undertakes not to disclose (unless required by law to do so) the information to any other person other than a person who:
 - (a) is a servant or agent (including legal adviser) of the Prospective Tenderer; and
 - (b) has undertaken not to disclose that information unless required by law to do so.
- (3) Where TUPE information has been provided, the Contractor shall -
 - (a) inform the Employer of any change to the information provided or provide any new TUPE information not previously provided.
 - (b) use his best endeavours to clarify any matter upon which clarification is requested by the Employer, and
 - (c) use his best endeavours to co-operate with any other reasonable request made by the Employer concerning the TUPE information or the Contractor's employees,within 14 days of any such change, discovery of new information, or receipt of such request.
- (4) Subject to sub-Clause 2 above and unless required by law to do so, the Employer shall not disclose TUPE Information (or any part of that information) to any other person.
- (5) For the purposes of this Clause, "TUPE Information" means written details of:
 - (a) the total number of employees employed by the Contractor whose work (or any part of it) is work undertaken for the purposes of this Contract;
 - (b) in relation to each employee who falls within the scope of paragraph (a) above
 - (i) the employee's age and gender (so that pension entitlements can be calculated and provided for);

- (ii) the employee's salary, length of service, and contractual period of notice, any pay settlement covering future dates which has already been agreed by the Contractor, and any redundancy entitlement;
 - (c) information relating to or connected with the employment of employees falling within the scope of paragraph (a) above including details of:
 - (i) terms incorporated from any collective agreement;
 - (ii) any outstanding or potential liability for past breaches of such contracts;
 - (iii) any outstanding or potential statutory liability (for example, any claim for unfair dismissal or under non-discrimination legislation); and
 - (iv) any other outstanding or potential liability requiring to be met by the Prospective Tenderer if his tender is accepted; and
 - (d) such other information as the Employer may reasonably require in relation to the Contractor's employees (other than the name or other details which enable any employee to be identified unless both the Contractor and that employee have consented in writing to the provision of such details).
- (6) For the purposes of this Clause "Prospective Tenderer" means a person who has been or is to be invited to submit a tender in relation to the provision of works or services of a similar type to any of those provided by the Contractor.

CLAUSE 89

Local Government Ombudsman

- (1) The Contractor should be aware that he could be subject to investigation by the Ombudsman if a complaint is made about its actions when undertaking work on behalf of the Employer. The Contractor shall co-operate fully in any such investigation.
- (2) In the event that following any investigation the Ombudsman finds maladministration and/or injustice as a result of fault by the Contractor the Contractor shall on demand reimburse the Employer for any payments made by the Employer to a complainant.
- (3) Similarly the Contractor shall reimburse the Employer for any payments made under the terms of an early settlement agreed without a formal investigation and report of a complaint made to the Ombudsman.

CLAUSE 90

Conflict of Interest

- (1) The Contractor shall immediately inform the Engineer of any conflict of interest that has arisen or is likely to arise as a result of the Contractor either undertaking work for a third party or carrying out the Works.
- (2) The Engineer may seek an alternative provider for some or all of the Works and/or withdraw any Works Order issued if the Engineer has reasonable grounds for believing that such a conflict of interest has arisen or is likely to arise whether as a result of information received from the Contractor or otherwise.

CLAUSE 91. Transparency

- 91.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Client shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 91.2 Notwithstanding any other term of this Contract, the Contractor hereby gives its consent for the Client to publish the Contract in part or in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the contract, to the general public.
- 91.3 The Client owns the copyright of the Contract documentation but the Contractor may obtain or make at their own expense any further copies of the Contract required by them in the performance of the Service.

CLAUSE 92

Privacy of Information

The Contractor shall not give information concerning the works for publication in the press or on radio, television, screen or any other media without the written consent of the Engineer

The Contractor's attention however is drawn to Clause 98 Confidentiality and Freedom of Information Act.

CLAUSE 93

Value Engineering

- (1) Without limiting his obligations under the contract the Contractor may at any time prior to or during the carrying out of the works submit to the Engineer written proposals to change the works specification which, in the Contractor's opinion, will significantly reduce the cost of the Works or the cost of maintenance. Any proposal clearly states it is submitted for consideration

under this clause and includes a detailed quotation for consideration by the Employer, setting out the amount to which the Contractor may be entitled on the basis that he, the Employer and the Engineer shall share 40%, 50% and 10% respectively of the relevant savings

- (2) Quotations for proposed savings comprise proposed changes to the prices and a delay to the Completion Date. The Contractor shall submit details of his assessment with each quotation. If the programme for remaining work is affected by the proposal the Contractor shall include a revised programme in his quotation showing the effect.
- (3) If the Employer accepts such a proposal the Engineer shall give a works instruction to the Contractor within 28 days.

CLAUSE 94

Confidentiality and Freedom of Information Provision

Relevant Definitions

“Commercially Sensitive Information” mean the subset of Confidential Information listed in schedule comprised of information:

- (a) which is provided by the Contractor to the Client in confidence for the period set out in that schedule; and/or
- (b) that constitutes a trade secret;

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Goods/Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and the Commercially Sensitive Information;

“Contracting Authority” means any contracting authority as defined in Regulation 5 (2) of the Public Contracts (Works, Services and Supply) Regulations 2000 other than the Authority;

“Environmental Information Regulations” means the Environmental Information Regulations 2004.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

“Information” has the meaning given under section 84 of the Freedom of Information Act 2000;

“Requests for Information” shall have the meaning set out in FOIA or any apparent request for information under the FOIA, the Environmental Information Regulations or the Code of Practice on Access to Government Information (2nd Edition)

CONFIDENTIALITY

1.1 Each Party:-

- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

1.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Client under or in connection with the Contract:-

- a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;
- (b) is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purpose of the Contract.

1.3 Where it is considered necessary in the opinion of the Client, the Contractor shall ensure that Staff or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Contract. OR The Contractor shall ensure that Staff or its professional advisors or consultants are aware of the Contractor’s Confidentiality obligations under this Contract.

1.4 The Contractor shall not use any Confidential Information it received from the Authority otherwise than for the purposes of the Contract.

1.5 The provisions of Clause 1.1 to 1.4 shall not apply to any Confidential Information received by one Party from the other:-

- (a) which is or becomes public knowledge (otherwise than by breach of this Condition);

- (b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed without access to the Confidential Information: or
- (e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, the Code of Practice on Access to Government information (2nd Edition), or the Environmental Information Regulations pursuant to Condition [] (Freedom of Information).

1.6 Nothing in this Condition shall prevent the Client:-

- (a) disclosing any Confidential Information for the purpose of:-
 - (i) the examination and certification of the Client's accounts; or
 - (ii) any examination pursuant to Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources; or
- (b) disclosing any Confidential Information obtained from the Contractor:-
 - (i) to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
 - (ii) to any person engaged in providing any services to the Client for any purpose relating to or ancillary to the Contract;

provided that in disclosing information under sub-paragraph (b) the Client discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 1.7 Nothing in this Condition shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 1.8 In the event that the Contractor fails to comply with this Condition 1, the Client reserves the right to terminate the Contract by notice in writing with immediate effect.
- 1.9 The provisions under this Condition 1 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

Freedom of Information

- 2.1 The Contractor acknowledges that the Client is subject to the requirements of the Code of Practice on Access to Government Information (2nd Edition), the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Client (at the Contractor's expense) to enable the Client to comply with these Information disclosure requirements.
- 2.2 The Contractor shall and shall procure that its sub-contractors shall;
 - (a) transfer the Request for Information to the Client as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
 - (b) provide the Client with a copy of all Information in its possession or power in the form that the Client requires within five Working Days (or such other period as the Client may specify) of the Client requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 2.3 The Client shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
 - (a) is exempt from disclosure in accordance with the provisions of the Code of Practice on Access to Government Information (2nd Edition) the FOIA or the Environmental Information Regulations;
 - (b) is to be disclosed in response to a Request for Information, andin no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Client.

- 2.4 The Contractor acknowledges that the Client may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged under the Code of Practice on Access to Government Information (2nd Edition), the FOIA, or the Environmental Information Regulations to disclose Information:-
- (a) without consulting with the Contractor, or
 - (b) following consultation with the Contractor and having taken its views into account.
- 2.5 The Contractor shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.
- 2.6 The Contractor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Client may nevertheless be obliged to disclose Confidential Information in accordance with Clause 2.4

CLAUSE 95

IT Managed Services

- (1) The Contractor shall comply with and satisfy the requirements of the specification (Vol 2 - 1481AR - IT Specification of Requirements) to provide a fully managed IT Service for Street Lighting covering the provision, hosting, supporting and maintaining of all hardware, operating and database software and internet connectivity, firewalls etc. required to run the system.
- (2) The Intellectual property rights including copyright in the data shall at all times remain the property of the Employer.
- (3) The Employer will require to enter into a Service Level Agreement with the IT Supplier/s and be granted all necessary licences at the Contractor's cost.
- (4) The Contractor shall from time to time at the written request of the Employer provide such data extracts as the Employer reasonably requires and the Employer shall reimburse the Contractor its reasonable costs thereof.
- (5) Upon termination of the Agreement/SLA howsoever determined the Contractor shall return the Employer's data to the Employer on such media (such as CD or memory stick) as the Employer may reasonably require at no extra cost
- (6) Any termination of the Contract and/or the Service level Agreement/s (howsoever occasioned) shall not of itself affect the Employer's right to

continue to use the then current release of the software and program documentation comprising part of the IT Managed Service.

3. PROMPT PAYMENT CERTIFICATE

(Note: This Certificate forms part of the Tender).

1. Having examined the provisions of the Conditions of Contract designed to ensure the prompt payment of sub-contractors we certify that:-
 - (1) Any sub-contract for works entered into by the Contractor shall provide for timely payment of the sub-contractor on terms comparable to those detailed in clause 15 of the Federation of Civil Engineering Contractors Form of Sub-Contract dated September 1984 ('The Blue Form') except for the following modifications:-
 - (a) in sub-clause (3)(a) delete the words:-
'or otherwise as agreed'
 - (b) sub-clause (3)(b)(iv) is deleted and replaced by:-
'Not used'
 - (c) in sub-clause (3)(c) line 1 delete:- '(iv)'
 - (d) in sub-clause (3)(f) line 2 delete the words:-
'or in the event of payment being withheld pursuant to
sub-clause 15(3)(b)(iv)'
 - (e) sub-clause (3)(g) is deleted.
 - (2) For any other sub-contract for goods and/or services the Contractor shall pay his suppliers within 30 days of the receipt of a valid demand for payment , or within any other period as may be normal practice within the industry for the supply of such goods and services.
 - (3) We understand that failure by us to comply with sections (1) and (2) above and/or failure to act in accordance with the provisions for prompt payment of sub-contractors /suppliers found within the Conditions of Contract will be taken into account as provided for by the EC Works Directive when considering future tendering opportunities for our Company or any future Company which may be formed by us.

Dated this day of 20

Signature

In capacity of

.....

Duly authorised to sign tenders and certify acceptance of the provisions of the Prompt Payment Certificate for and on behalf of:-

Postal Address:-
.....

.....
.....

Fax No.:- Telephone No.:-

4. GOODS VEHICLE OPERATOR LICENSING CERTIFICATE

(NOTE: This Certificate forms part of the Tender)

1. Throughout the whole of the period of the Contract we certify that:-

(1) We shall ensure by inspection that:-

- a) any vehicle operator present on the Site or who has cause to enter upon the Site is in possession of a full and currently valid 'Goods Vehicle Operator licence' - ('O' - Licence') - in compliance with all statutory requirements in force, or
- b) where on rare occasions, an operator appears to be using a vehicle legitimately, but is unable to present a valid 'O' - Licence disc for that vehicle, evidence will be required to be produced that an application to the relevant Traffic Area Office has been made.

(2) We shall ensure that any Vehicle Operator present on the Site for the purposes of carrying out the Works whose 'Goods Vehicle Operator Licence' is revoked for whatever reason will be immediately required by us to remove his personnel and vehicles from the Site, or act as otherwise directed by the appropriate enforcement authorities.

(3) We understand that failure by us to comply with sections (1) and (2) above and/or failure to act in accordance with the provisions herein and the Conditions of Contract will be taken into account as provided for by the EC Works Directive when considering future tendering opportunities for our Company or any future Company which may be formed by us.

Dated this.....day of20.....

Signature.....

In capacity of

Duly authorised to sign tenders and certify acceptance of the above provisions of the Goods Vehicle Operator Licensing Certificate for and on behalf of:-

Postal Address:-
.....
.....
.....

Fax No:..... Telephone No:.....

5. ADJUSTMENT TO SCHEDULE OF RATES, IN RESPECT OF HOURS OF WORKING ORDERED BY THE ENGINEER OUTSIDE NORMAL WORKING HOURS

For the purposes of the Contract, the Contractor shall allow in his rates in the Schedule of Rates, for executing work during normal working hours hereby defined as 08.00 to 17.30 hours Mondays to Fridays inclusive but subject to the provisions of Specification Appendix 1/17 in respect of restriction due to traffic safety and management requirements.

The Contractor is given the opportunity in the following annexed page to allow for hours of working ordered by the Engineer which are outside normal working hours.

The Contractor shall state by insertion of a percentage addition or deduction where provided for on the following annexed page the amount by which the rates in the Schedule of Rates shall be adjusted to take account of any such hours of working.

The Contractor should note that no such adjustments are provided for in this Appendix or will be permitted in respect of the Schedule of Rates, Series 100A and 3600.

The percentages will be applied by the Engineer in valuing the work by taking the total number of hours within which the work is ordered to be carried out (including any extension of time as may be allowed under the Conditions of Contract) or the actual hours worked, whichever is the lesser, and applying the above percentages to the applicable rates in the Schedule of Rates pro rata the number of hours falling within each of the above time periods.

These adjustments will not apply in respect of any extended hours worked by the Contractor pursuant to Clause 46 of the Conditions of Contract.

ADJUSTMENTS TO SCHEDULES OF RATES, IN RESPECT OF WORK CARRIED OUT WHEN THE WORKING HOURS ARE ORDERED BY THE ENGINEER WITHIN THE TIME SHOWN BELOW. (THESE ADJUSTMENTS DO NOT APPLY TO THE SCHEDULE OF RATES, SERIES 100, 100A, 3400 AND 3600)

Period within which work is ordered to be carried out		
Day of Week	Hours	% Adjustment
Monday - Friday (inclusive)	08.00 - 17.30	Schedule of Rates applies
Monday - Friday (inclusive)	09.30 - 16.00	Schedule of Rates applies
Monday pm - Tuesday am	17.30 - 08.00	
Tuesday pm - Wednesday am	"	
Wednesday pm - Thursday am	"	
Thursday pm - Friday am	"	
Friday am - Saturday am	"	
Saturday	08.00 - 17.30	
Saturday pm - Sunday am	17.30 - 08.00	
Sunday	08.00 - 17.30	
Sunday pm - Monday am	17.30 - 08.00	

6. FORM OF TENDER (APPENDIX)

(NOTE: Relevant Clause numbers are shown in brackets)

1	Name of Employer (Clause 1(1)(a))	Reading Borough Council
	Address.....	Civic Centre. Reading. RG1 7AE
2	Name of Engineer (Clause 1(1)(c))	Refer to Conditions of Contract
	Address.....	Clause 1, sub-clause (1)(c) amended
3	The Contract Area (Clause 1(1)(i)).....	The Borough Council Boundaries
4	Contract Commencement Date (if known) (Clauses 1(1)(j) & 41(1)).....	01.07.2013
5	Term (Clause 1(1)(1)).....	60 months/years
6	Defects Correction Period (Clauses 1(1)(u))..... weeks unless a different period is stated in a Works Order	64
7	Requirement for prior approval by the Employer before the Engineer can act. <i>Details to be given and clause number stated (Clause 1(1)(b))</i>	
	None	
8	Parts or Sections of the Works which shall not be sub-contracted without the Engineer's prior written approval (Clause 4(2))	
	None	
9	Number and type of copies of Drawings to be provided (Clause 6(1)(b)).....	Two
10	Form of Agreement (Clause 9)	Required/ Not required
11	Performance Bond (Clause 10(1))	Required/ Not required
	Amount of Bond (if required) to be	£ 50,000.00
12	Minimum amount of third party insurance (persons and property (Clause 23(3)) occurrence	£ 10,000,000.00 for each and every

- 13 The index to be used for extra or reduced costs (Clause 43(3)) is
 Refer to clause 75

- 14 Vesting of materials not on Site (Clauses 54(5) and 60(1)(c)) (if required by the Employer)
- | | | | |
|---|-------|---|-------|
| 1 | | 4 | |
| 2 | | 5 | |
| 3 | | 6 | |
- 15 The Method of Measurement adopted in the preparation of Schedule of Rates & Prices (Cl. 57)
 Manual of Contract Documents for Highway Works Volume 4 issued by the Highways Agency

- 16 Percentage of the value of goods and materials to be included
- | | | | |
|---|-------|-----|---|
| In Interim Certificates (Clause 60(2)(b)) | | N/A | % |
|---|-------|-----|---|
- 17 Bank whose Base Lending Rate is to be used (Clause 60(7)) Bank of England
- 18 The arbitration procedure to be used is (Clause 66(11)(a))
- (a) The Institution of Civil Engineers' Arbitration Procedure (1997)
- (b) ~~The Construction Industry Model Arbitration Rules~~
- If no deletion is made The Institution of Civil Engineers' Arbitration Procedure (1997) shall be used.
- 19 Name of the CDM Co-ordinator(Clause 71(1)(b))
 To be appointed by the Employer when applicable

- Address
- 20 Name of Principal Contractor (if appointed) (Clause 71(1)(b))
 The appointed Contractor

- Address

21 Liquidated damages for delay (Clause 47)

Delay in Completion (Clause 43)		Liquidated Damages For Delay (Clause 47)		
		Column 1 see Clause 47(1)	Column 2 see Clause 47(2)	Column 3 see Clause 47(2)
For the Whole of the Works	260 weeks	£0 per Day	---	---
For the following operations:-				
Defective equipment				
Street light	5 Days	-	£10 per day	£2000
Illuminated Sign	5 Days	-	£10 per day	£2000
Traffic Bollard	1 Day	-	£10 per day	£10000
Flashing Beacon	1 Day	-	£10 per day	£10000
School Crossing Beacon	1 Day	-	£10 per day	£10000
Subway lighting	1 Day	-	£10 per day	£10000
Emergencies				
Emergency Callout	1 hour	-	£100 per hour	£10,000
Works Order				
24 hours	24 hours	£15 per hour	-	£3000
7Days	7 Days	£15 per day	-	£3000
14 Days	14 Days	£15 per day	-	£3000
28 Days	28 Days	£15 per week	-	£3000
As Programmed	-	£15 per week	-	£3000

The limit of liability for liquidated damages for the whole of the Contract is% of the Contract Price.

APPENDIX PART 2

(to be completed by the Contractor)

1 Insurance Policy Excesses (Clause 25(2)) for

Insurance of the Works (Clause 21(1)) £.....

Third party (property damage) (Clause 23(1)) £.....

2 Vesting of materials not on Site (Clauses 54(4) and 60(1)(c)) (a the option of the Contractor - see
b in Part 1)

1 4

2 5

3 6

7. FORM OF AGREEMENT

THIS AGREEMENT made theday of 20.....
of.....

in the County of (hereinafter called “the Employer”)

and

of

in the County of (hereinafter called “the Contractor”)

WHEREAS the Employer is desirous that certain Works should be carried out, namely the Permanent and Temporary Works in connection with

.....

and has accepted a tender by the Contractor for the carrying out and completion of such Works.

NOW THIS AGREEMENT WITNESSETH 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 shall be deemed to form and be read and construed as part of this Agreement, namely
 - (a) the said tender and the written acceptance thereof
 - (b) the Drawings
 - (c) the Conditions of Contract
 - (d) the Specification
 - (e) the priced Schedule of Rates and Prices
 - (f) the Anti-Collusion Certificate
 - (g) the Prompt Payment Certificate
 - (h) the Goods Vehicle Operator Licensing Certificate
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to carry out and complete the Works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants with the Employer to carry out and complete the Works in conformity in all respects with the provisions of the Contract.

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

SIGNED on behalf of the said Ltd/plc (the Employer)

Signature.....

Signature

Position.....

Position..

In the presence of

In the presence of.....

SIGNED on behalf of the said Ltd/plc (Contractor)

Signature.....

Signature

Position.....

Position..

In the presence of

In the presence of.....

Or

SIGNED [and SEALED*] AS A DEED by the said.....

..... Ltd/plc (the Employer)

In the presence of

Or

SIGNED [and SEALED*] AS A DEED by the said.....

..... Ltd/plc (the Contractor)

In the presence of

* Delete as appropriate

8. BOND

THIS GUARANTEE BOND is made as a deed **BETWEEN** the following parties whose names and registered office addresses are set out in the Schedule to this Bond (the "Schedule")

- (1) The "Contractor" as principal
- (2) The "Guarantor" as guarantor, and
- (3) The "Employer"

WHEREAS

- (1) By a contract (the "Contract") entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works ("the Works") upon and subject to the terms and conditions therein set out
- (2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2

NOW THIS DEED WITNESSES as follows:-

1. The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Employer as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and taking into account all sums due or to become due to the Contractor
2. The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the "Bond Amount") but subject to such limitation and to clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Contract
3. The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond
4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Guarantor before Expiry
5. The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract
6. This Guarantee Bond and the benefit thereof shall not be assigned without the prior written consent of the Guarantor and the Contractor.
7. The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it

8. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder

THE SCHEDULE

The Contractor: whose registered office address is at

The Guarantor: whose registered office address is at

The Employer: of

The Contract: A Contract dated the day of 200 made
between the Employer and the Contractor incorporating the ICC
Conditions of Contract Term version

The Bond Amount: The Sum of (£) being the maximum aggregate liability of the
Surety under this Bond

The Expiry Date: The day of 2018

IN WITNESS whereof the Guarantor and the Contractor have executed and delivered this Guarantee
Bond as a Deed this day of 2013

EXECUTED AND DELIVERED AS A DEED by

in the presence of :

Director

Secretary

EXECUTED AND DELIVERED AS A DEED by

in the presence of :

Director

Secretary

9. PRETENDER HEALTH AND SAFETY PLAN

TERM MAINTENANCE CONTRACT FOR STREET LIGHTING AND HIGHWAY ELECTRICAL EQUIPMENT 2013-2018

DATE		ISSUE NO.	
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HEALTH AND SAFETY PLAN (Part A: Tender)
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1.	PROJECT DETAIL
PROJECT TITLE	TERM MAINTENANCE CONTRACT FOR STREET LIGHTING AND HIGHWAY ELECTRICAL EQUIPMENT 2013-2018
CLIENT	READING BOROUGH COUNCIL

CDM Planning Co-ordinator (Organisation)	Reading Borough Council
PERSON APPOINTED TO ACT AS PLANNING COORDINATOR	David Moore
DESIGNER (Organisation)	Reading Borough Council

LOCATION OF PROJECT	The area within the municipal boundary of Reading Borough Council
DESCRIPTION/ OBJECTIVES OF PROJECT	Maintain and improve the Street Lighting, illuminated signs and other electrical equipment associated with the public Highway.

Planned Contract Start	1/07/2013	Contract Period	5 years with a 3 years extension
Health and Safety Plan Complied By:	David Moore	Signed and Dated	
2.	PERSONNEL INVOLVED		
Clients Staff Names	Position	Tel.	Responsibility
Vaughan Norris	Highways Manager	0118 937 2669	Highways
David Moore	Asset Manager	0118 937 2676	Highways Assets

3.	Existing Environment	Various Categories of Urban & Rural roads located in the Unitary Authority of Reading Borough Council.
4.	Service existing across the site affecting construction	All Statutory undertakers may have underground and/or overhead services in the area. Before commencing work, the Contractor should make himself familiar with the 'Special Requirements' section of the Contract Documents.
5.	Details of any site clearance or demolition required	None
6.	Hazards e.g. Contaminated Ground, Mines, Chemicals etc	The following hazards have been identified from construction activities which cannot be designed out: <ul style="list-style-type: none"> • Works adjacent to live traffic • Low bridges, trees and overhead services etc. • Surfacing • Application of hot Bitumen by hand • Setting out • Working close to Water • Working close to live railway lines • Working at height • Working with electrical apparatus
7.	Drawings containing	Drawings showing suitable traffic

	activities affecting Health & Safety	management are included in chapter 8 of the Traffic Signs Manual.
8.	Site Restrictions	Restricted working hours apply on most sites. Refer to Schedule 1 of the Contract Document for details.
9.	Materials involved (are options available)?	<p>Low Risk Substances: Material aggregates, sand, dust from cutting macadam's/asphalt surfaces and kerbs.</p> <p>Moderate Risk Substances: Coated Roadstone. Macadam. HRA. Line Marking Paint, Thermoplastic, Bitumen Joint Sealing Compounds, Cement, Cememtitous Mortars and Grouts, dust from cutting cement and concrete.</p> <p>High Risk Substances: Polyurethane Primer/ Undercoats'/ Finishes. Polyurethane Sealants, Epoxy Adhesives with Flammable Solvents, Epoxy Adhesives with non Flammable Solvents, Epoxy Adhesives in Water Base, Epoxy Mortars, Epoxy Based Primers/ Undercoats/ Finishes, Polychlorinated Biphenyls.</p>

10.	Measures to be taken to lessen risk/Risk Assessment	Responsibility & Date Required	Verified & Date
	Risk assessments are to be carried out on the handling of the materials listed in Section 9 and any other materials to be used on Site - to cover, lifting operations by hand and machine, measures to limit risk of injury to feet, hand, eye, head, back strain, etc. Assessment should be carried out for both site staff and the general public.	Principal Contractor is responsible for including in the Developed Health and Safety Plan at least one week before the date for the works as notified by the Engineer	Planning Supervisor prior to the date of commencement of works.
	Traffic Management Programme as specification Appendix 1/17	Principal Contractor is responsible for including in the	Planning Supervisor prior to the date of commencement

		Developed Health and Safety Plan at least one week before the date for commencement of the works as notified by the Engineer	of works.
	Risk assessments to be carried out on the use of plant and tools on site to cover as applicable; mobile and static plant; hand; electrical and mechanical tools; plant/tools using compressed air.	Principal Contractor is responsible for including in the Developed Health and Safety Plan at least one week before the date for commencement of the works as notified by the Engineer	Planning Supervisor prior to the date of commencement of works

11.	Record of any Risk Assessments Undertaken at the Design Stage
Risk assessments carried out at the design stage are held in the Planning Supervisor's Working File	

12.	Site wide elements (e.g. limitations, egress points, traffic route etc).	Restrictions will be imposed on the storage of materials and plant on site. See Appendix 1/17 of the Contract Document.
13.	Details of overlap with Client undertakings	The Principal Contractor should ensure that traffic lanes open to the public are free of debris and obstructions.
14.	Site Rules (e.g. First aid, emergency procedures, permit to work, etc.	<p>1. The Principal Contractor shall ensure that a Traffic Safety and Control Officer is nominated, and to ensure that they have received adequate training or are adequately experienced to be responsible for the control and co-ordination of Traffic Management on site, and is fully aware of emergency procedures in the event of an accident.</p> <p>2. Details of site emergency procedures in the event of an accident and/or incident should be included in the Developed</p>

		Health and Safety Plan. The Principal Contractor shall ensure that all site staff are aware of these procedures.
15.	Health and Safety file. Details and control methods and ref.	The Principal Contractor should liaise with the Planning Supervisor to allow him to comply with the requirements imposed on him in respect of the Health and Safety File.

16.	Continuous liaison procedures and record of any Health and Safety Meetings/Reviews	
	Health and Safety Monitoring	Monthly contract meetings will address health and Safety matters. Health and Safety forms a part of the contract performance monitoring system (see conditions of contract).

HEALTH AND SAFETY PLAN (PART B: CONSTRUCTION) TO BE DEVELOPED BY THE PRINCIPAL CONTRACTOR			
Principal Contractor Name & Address			
Complied by:			
Name		Signed	

Project Details			
Description and Objectives of Project			
Intended Construction Work			
Key Staff - Contractor			
Position	Name	Telephone No.	Responsibility
Main Sub-Contractor			
Name	Service	Key Contact	Telephone No.

**THIS HEALTH AND SAFETY PLAN TO BE DEVELOPED BY THE CONTRACTOR TO MEET
 THE REQUIREMENTS OF THE CONSTRUCTION (DESIGN AND MANAGEMENT)
 REGULATIONS 2007**

10. SPECIAL REQUIREMENTS

SPECIAL REQUIREMENTS IN RELATION TO:

CABLE & WIRELESS COMMUNICATIONS LTD.

1. In these Special Requirements the following terms shall have the meanings assigned to them:-
 - a) 'Company' means Cable & Wireless Communications Limited.
 - b) 'Company Representative' means the staff of Cable & Wireless Communications Limited or its Authorised Representatives and Agents.
 - c) 'Apparatus' means all surface or sub-surface equipment and plant including any associated cabling and/or ducting owned, leased or rented by Cable & Wireless Communications Limited.
2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of the Apparatus within the Site with the Company Representative, who can be contacted at the following point:-

Address:- Cable & Wireless Communications Limited

The Administrator - Plant Enquiries

Churchill Industrial Estate

Marlborough Road

Lancing

West Sussex

BN15 8UJ
3. Where such details show that the works or the movement of plant or equipment may endanger any Apparatus, the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such works or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of a Company Representative. The Contractor shall ensure that all Apparatus, particularly surface running cabling, is adequately protected from damage and such protective measures shall be approved by the Engineer.
4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the

repositioning is carried out at the direction and under the supervision of a Company Representative.

5. The Contractor shall take particular care in relation to the protection of Apparatus, where such Apparatus includes the presence within the Site of optical fibre and/or co-axial cabling. The Contractor should particularly note that damage to such Apparatus is extremely disruptive to the Company network and costly to reinstate. The Contractor shall make every effort to avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract.
6. When excavating around, moving or backfilling around Apparatus, the Company Representative shall be given adequate notice, which shall not be less than 3 days, of the Contractor's intentions in order that he may supervise the works. The Contractor should note that the normal depth of cover for Apparatus and ducts is as follows:-
 - a) In carriageways 600mm, which is to be maintained.
 - b) In footways 450mm, which is to be maintained.

Where the 600/450mm depth of cover cannot be maintained the Contractor shall carry out the instructions of the Engineer for the protection of Apparatus and such actions that follow from the Engineer's instruction shall be supervised by a Company Representative. Where the required depth of cover cannot be maintained over cabling, such cables as are affected shall be enclosed and protected in UPVC duct to be supplied by the Company as directed by the Company Representative.

With regard to excavation in the vicinity of Apparatus and ducts the Contractor shall have particular regard to the possibility of reduced cover and the encountering of such Apparatus and ducts at depths of cover less than that given at a) and b) above.

7. All excavation adjacent to Apparatus shall be carried out by hand until the exact extent and/or location of Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.0m of Apparatus without the supervisory presence of a Company Representative. To prevent any movement of Apparatus during excavation, complete shuttering shall be used as directed by the Engineer if:-
 - a) Excavation is deeper than the depth of cover of adjacent Apparatus.
 - b) Excavation is within 1.0m of Apparatus in stable soil.
 - c) Excavation is within 5.0m of Apparatus in unstable soil.

If for the completion of the Works the Contractor intends using any of the following:-

- a) Pile driving equipment within 10.0m of Apparatus
- b) Explosives within 20.0m of Apparatus
- c) Laser equipment within 10.0m of Apparatus

the Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Apparatus affected may be arranged.

8. All Company manholes, joint boxes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches, cabledrums and/or any further equipment required by the Company for the maintenance of its Apparatus, shall be maintained at all reasonable times. The Contractor shall particularly note that footway type jointing chambers are not specified for carriageway loadings and will need to be adequately protected and/or demolished and rebuilt under the supervision of a Company Representative where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the Site.
9. The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before the mandatory gas check has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.
0. In the event of any damage whatsoever to any Apparatus the Contractor shall immediately inform the Engineer and report the occurrence immediately by contacting the Company as follows:-

Telephone:- (0800) 622599 (24 hours)
11. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

**SPECIAL REQUIREMENTS IN RELATION TO:
BRITISH TELECOMMUNICATIONS PLC.**

1. In these Special Requirements the following terms shall have the meanings assigned to them:-
 - a) 'Company' means British Telecommunications PLC
 - b) 'Company Representative' means the staff of British Telecommunications PLC or its Authorised Representatives and Agents.
 - c) 'Apparatus' means all surface or sub-surface equipment and plant including any associated cabling and/or ducting owned, leased or rented by British Telecommunications PLC.
2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of the Apparatus within the Site with the Company Representative, who can be contacted at the following point:-

1.1 Address:- BT SWAMP
Post Point: TKS/G40/1
Trunk Exchange
Long Road
Cambridge CB2 2HG

3. Where such details show that the works or the movement of plant or equipment may endanger any Apparatus, the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such works or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of a Company Representative. The Contractor shall ensure that all Apparatus, particularly surface running cabling, is adequately protected from damage and such protective measures shall be approved by the Engineer.
4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of a Company Representative.
5. The Contractor shall take particular care in relation to the protection of Apparatus, where such Apparatus includes the presence within the Site of optical fibre and/or co-axial cabling. The Contractor should particularly note that damage to such Apparatus is extremely disruptive to the Company network and costly to reinstate. The Contractor shall make every effort to avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract.
6. When excavating around, moving or backfilling around Apparatus, the Company Representative shall be given adequate notice, which shall not be less than 3 days, of the Contractor's intentions in order that he may supervise the works. The

Contractor should note that the normal depth of cover for Apparatus and ducts is as follows:-

- a) In carriageways 600mm, which is to be maintained.
- b) In footways 450mm, which is to be maintained.

Where the 600/450mm depth of cover cannot be maintained the Contractor shall carry out the instructions of the Engineer for the protection of Apparatus and such actions that follow from the Engineer's instruction shall be supervised by a Company Representative. Where the required depth of cover cannot be maintained over cabling, such cables as are affected shall be enclosed and protected in UPVC duct to be supplied by the Company as directed by the Company Representative.

With regard to excavation in the vicinity of Apparatus and ducts the Contractor shall have particular regard to- the possibility of reduced cover and the encountering of such Apparatus and ducts at depths of cover less than that given at a) and b) above.

7. All excavation adjacent to Apparatus shall be carried out by hand until the exact extent and/or location of Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.0m of Apparatus without the supervisory presence of a Company Representative. To prevent any movement of Apparatus during excavation, complete shuttering shall be used as directed by the Engineer if:-

- a) Excavation is deeper than the depth of cover of adjacent Apparatus.
- b) Excavation is within 1.0m of Apparatus in stable soil.
- c) Excavation is within 5.0m of Apparatus in unstable soil.

If for the completion of the Works the Contractor intends using any of the following:-

- a) Pile driving equipment within 10.0m of Apparatus
- b) Explosives within 20.0m of Apparatus
- c) Laser equipment within 10.0m of Apparatus

the Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Apparatus affected may be arranged.

8. All Company manholes, joint boxes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches, cabledrums and/or any further equipment required by the Company for the maintenance of its Apparatus, shall be maintained at all reasonable times. The Contractor shall particularly note that footway type jointing chambers are not specified for carriageway loadings and will need to be adequately protected and/or demolished and rebuilt under the supervision of a Company Representative where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the Site.
9. The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before the mandatory gas check has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.
10. In the event of any damage whatsoever to any Apparatus the Contractor shall immediately inform the Engineer and report the occurrence immediately by contacting the Company as follows:-

Telephone:- DIAL 100 and ask operator for 'FREEPHONE 111/Dial before you dig'
11. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

SPECIAL REQUIREMENTS IN RELATION TO: WATER AND SEWERAGE COMPANIES

1. In these Special Requirements the following terms shall have the meanings assigned to them:-
 - (a) 'Company' means:-

Thames Water Utilities Ltd or Mid Southern Water PLC or North Surrey Water
or its successors and assigns.
 - (b) 'Company Representative' means the Chief Civil Engineer of the said 'Company' defined at 1(a) of this Special Requirement or other duly Authorised Engineer Representative and/or Agent appointed for the time being to act on behalf of the said 'Company'.
 - (c) 'Mains and Sewers' means any surface or sub-surface pipeline or construction together with any associated apparatus appliance access covers manholes shafts and/or chambers thereto owned leased or rented by the said 'Company' defined at 1(a) of this Special Requirement.
2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm the details and location of any Mains and Sewers with the Company Representative, who can be contacted at the following point:-

Address:- Thames Water Utilities
Technical Information
Rose Kiln Court
Rose Kiln Lane
Reading
RG2 0HP
3. Where such details show that the Works or the movement of plant or equipment may endanger any Mains and Sewers, the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such works or the movement of plant and equipment in order that the position of any Mains and Sewers (to be ascertained by hand dug trial holes) can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Mains and Sewers, are adequately protected from damage to the satisfaction of the Company Representative.
4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the

repositioning is carried out at the direction and under the supervision of the Company Representative.

5. All excavation adjacent to Mains and Sewers, shall be carried out by hand until the exact extent and/or location of Mains and Sewers is known. Mechanical borers and/or excavators shall not be used within 3.0m of Mains and Sewers without the presence of the Company Representative. To prevent any movement of Mains and Sewers during excavation, complete shuttering shall be used as directed by the Engineer if:-

- a) Excavation is deeper than the depth of cover of adjacent Mains and Sewers.
- b) Excavation is within 3.0m of Mains and Sewers in stable soil.
- c) Excavation is within 6.0m of Mains and Sewers in unstable soil.

If for the completion of the Works the Contractor intends using any of the following:-

- a) Pile driving equipment within 15.0m of Mains and Sewers
- b) Explosives within 200.0m of Mains and Sewers
- c) Any hot work such as welding and the like within 6.0m of any Mains and Sewers.

the Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Company Mains and Sewers affected may be arranged.

6. Material of any kind whatsoever comprising part of Mains and Sewers, manholes, shafts, thrust blocks or any other construction shall not be cut away without the prior written approval of the Company Representative.
7. Any temporary roads or access routes within 5.0m of Mains and Sewers, shall be provided with a load bearing surface to the satisfaction of the Company Representative.
8. The Contractor or any sub-contractor employed by him shall not stack pile and/or store materials of any kind or erect temporary structures and/or notice boards of any sort within 5.0m of any Mains and Sewers.
9. All Mains and Sewers, especially manholes, shafts and access points and/or chambers within the Site shall be kept clear and unobstructed. A minimum 3.0m access sufficient for heavy vehicles and/or any further plant and equipment required by the Company for the maintenance of its Mains and Sewers, shall be maintained to and around the centre of any Company manholes shafts chambers

and or other access points and the Company Representative shall be given access to all Mains and Sewers when required at all reasonable times.

10. The covers to Mains and Sewers, particularly manholes, shafts and access points and/or chambers shall only be lifted under the direct supervision of the Company Representative. Employees of the Contractor or of any sub-contractor employed by the Contractor shall NOT enter any Mains and Sewers manholes shafts access points and/or chambers unless under the supervision of the Company Representative and in any case not before any safety checks required by the Company Representative have been carried out and such checks have shown it to be safe to enter the Mains and Sewers.
11. In the event of any damage whatsoever to Mains and Sewers the Contractor shall immediately inform the Engineer and report the occurrence immediately by contacting the Company Representative.
12. The Contractor and/or any sub-contractor employed by the Contractor shall take all necessary precautions to ensure that any Mains and Sewers are fully protected from any accidental falls or flows of liquids and/or materials, which by themselves or in combination with any existing materials and/or liquids could cause or aggravate pollution create poisonous substances and/or toxic fumes or react with sewer contents to cause toxic substances or fumes and/or could cause harm to persons or property and/or impede any operations of the Company.
13. The Contractor and/or any sub-contractor employed by the Contractor shall not discharge nor cause to be discharged any water or other liquid or tip any condemned or surplus material or waste of any kind whatsoever into Mains and Sewers nor abstract extract and/or draw water from any Mains and Sewers without the written permission of the Company Representative.
14. The Contractor shall particularly note that the Sewer system can be liable to 'surcharge' in certain circumstances and under these conditions is liable to bursting. Stringent safety precautions as directed by the Company Representative shall be applied in such conditions.

1.1.1 EMERGENCY ACTION

15. The following actions shall be taken by the Contractor in the event of a burst to any of the Mains and Sewers:-
 - a) IMMEDIATELY inform the Company, the Engineer and (if required) the Emergency Services, in that order.
 - b) Secure the area from the approach of traffic and/or the general public.

- c) Render every assistance to the Emergency Services and/or the Company as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
 - d) With regard to landslope and any apparent flow direction of any leaking sewerage or water, construct if possible and as necessary dams bunds with earth and/or board to prevent flows inundating any adjacent properties ditches streams drains manholes or other such water courses and ducts.
16. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

**SPECIAL REQUIREMENTS IN RELATION TO:
THE ENVIRONMENT AGENCY**

1. In these Special Requirements the following terms shall have the meanings assigned to them:-
 - a) 'The Agency' means the Environment Agency.
 - b) 'Agency's Representative' means the area engineer and appropriately authorised staff of the Environment Agency or its Authorised Representatives and Agents.
 - c) 'Watercourse' means all water resources including ground and/or percolating water together with all rivers streams ditches drains cuts culverts dykes sluices lakes ponds reservoirs docks channels creeks bays estuaries or arms of the sea together with all associated apparatus and appliances administered by 'The Agency' in pursuit of or as part of its Statutory functions.
2. The Contractor shall particularly note that The Agency is established by Act of Parliament and that its responsibilities for Watercourses property and premises are the subject of Statutory Law and/or local Bye Law with which the Contractor should familiarize himself.
3. The Contractor shall give the Agency's Representative at least 14 days written notice before commencing any work or moving heavy plant or equipment over any portion of the Site and shall provide the Agency's Representative with an outline programme for the Works which shall be kept fully updated throughout the period of the contract. The Contractor shall give the Agency's Representative NOT LESS than 7 days written notice of any change in programming which affects any Watercourse. The Agency's Representative can be contacted at the following point:-

Address:- Environment Agency

Thames Region West Area
Isis House
Howbery Park
Wallingford
Oxon OX10 8BD

4. All operations on in or affecting Watercourses property or premises for which The Agency is responsible shall be carried out in such a manner so as not to endanger the Watercourses property or premises for which The Agency is responsible and/or any persons entitled to be present.
5. The Agency's Representative shall at all reasonable times have access to any part of Watercourses property or premises for which The Agency is responsible on the Site.
6. Where for the purposes of completing the Works in accordance with the Contract excavation is required affecting Watercourses property or premises for which The Agency is responsible the Contractor shall give the Agency's Representative 3 days written notice of such excavation work so that the Agency's Representative may attend upon the Site to supervise the excavation.
7. If the execution of the Works requires access onto or over the floodbank of a Watercourse the Contractor shall provide proper means for such access by way of temporary ramps of suitable gradient surfaced with stone or other material as shall be approved by the Agency's Representative. ON NO ACCOUNT shall the level of the floodbank crest be reduced without the written permission of the Agency's Representative and then ONLY under such conditions and restrictions as the Agency's Representative may require.
8. Where for the purposes of completing the Works in accordance with the contract there is a requirement for a bank and/or floodbank or part thereof to be temporarily removed such removal shall ONLY be carried out with:-
 - a) The written permission of the Agency's Representative and then ONLY under such conditions and restrictions as the Agency's Representative may require.
 - b) The provision of a suitable alternative flood barrier to be approved by the Agency's Representative which shall be maintained to the full height of the original floodbank until such times as reinstatement of the original floodbank is completed to the satisfaction of the Agency's Representative.
9. Throughout the period of the Contract The Contractor MUST take all necessary measures with regard the Watercourse flood plain and/or continued operation of land drainage systems to ensure:-
 - a) Flow rates are maintained

- b) The FULL AND PROPER discharge of any flood waters.
10. The Contractor SHALL NOT at any time construct temporary access or haul roads within the floodplain area whose surface level is higher than the existing floodplain ground level. Upon the completion of the Works all such Temporary Works shall be removed and the floodplain reinstated to the satisfaction of the Agency's Representative.
11. The Contractor SHALL NOT at any time store or stockpile on the floodplain area equipment and/or materials that will float or contaminate a Watercourse in the event of the floodplain being inundated.
12. Throughout the period of the Contract the Contractor shall ensure that the structural integrity of any fluvial tidal and/or sea defence Works is fully protected and maintained.
13. The Contractor shall take all necessary measures to secure the protection of all Watercourses including water in underground strata against silting erosion flooding and/or pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal aquatic or plant life and/or damage to property and land. Such protective measures shall include, but not be limited to, the following:-
- a) All fuel lubricating oil and/or other liquid chemicals stored on the Site shall be located as far as reasonably possible and in any case NOT LESS THAN 10.0m from any Watercourse and such stores shall be sited on impervious bases and surrounded by an effective impervious bund capable of containing the full contents of the store plus 10% and with a sealed drainage system with no discharge to any Watercourse land or groundwater. All such stores shall be kept locked or otherwise secured when not in use and all containers therein must bear clear labels giving full descriptions of the contents. A stock of absorbent material suitable for use on the contents of the store MUST be maintained on the Site.
 - b) Any leaking and/or empty oil/fuel/chemical containers shall be removed from the Site immediately.
 - c) All equipment using fuel/oil shall be located as far as reasonably possible from any Watercourse and shall be surrounded with oil absorbent material to contain spills and leaks.
 - d) The refueling of machines shall be strictly controlled and confined to a location as far as reasonably possible from any Watercourse.
 - e) Providing for silted or discolored water from the Works and/or the cleaning of vehicles or cement/concrete using plant to be treated or

settled in a lagoon prior to discharge into a Watercourse, which discharge shall only take place with the approval of the Agency's Representative.

- f) Prevention of the unauthorized abstraction extraction and/or drawing of water for any reason from any Watercourses property or premises for which The Agency is responsible. While protecting any existing abstraction arrangements whether licensed or not together with any domestic abstractions exempt from such licensing requirements. (A list of licensed abstractions is available on a public register).
- g) Ensuring that any ford required to allow plant or vehicles to cross a Watercourse consists of steel plank roadway hardcore road and/or exceptionally a series of concrete pipes sufficient to carry the dry weather flow of the Watercourse topped with concrete slabs at such a level that flood water will overtop the obstruction without causing flooding or other adverse effects and that such construction as is permitted by the Agency is entirely removed from the Watercourse upon the completion of the Works and any access ramps or banks shall be fully reinstated to the satisfaction of the Agency's Representative.
- h) Ensuring that any plant used in or fording a Watercourse is/does not leak/leaking fuel oil and/or any other fluid. .
- i) Ensuring that the use of any concrete mixing plant or ready mix vehicle together with the placing of any wet concrete in or adjacent to any Watercourse is strictly controlled in such a manner that cement contamination of the Watercourse does not occur.
- j) Ensuring that only material free from polluting toxic substances is used at locations where drainage from new material can directly or indirectly enter any Watercourse.
- k) Where for the purposes of completing the Works in accordance with the Contract any work is required on a .sewer of any kind in particular a trunk sewer ensuring that such work is only carried out with the full knowledge of the sewer Agency and then ONLY under such conditions and restrictions as The Agency's Representative and the sewer Agency may impose.
- l) Ensuring that the banks and foreshore of any Watercourse are kept clear of material plant and other items unless actually, in use for the purposes of the Works.
- m) Ensuring that materials intended for or arising from the Works together with any other plant and/or equipment are not stored or disposed of
 - i) In the Watercourse.

- ii) Placed in such a manner where such items might fall slip or be washed into any Watercourse.
- n) Preventing the spread of the following plant species:-
 - i) Japanese Knotweed
 - ii) Giant Hogweed.

In particular any spoil or other such raisings contaminated with or suspected of being contaminated with the rhizomes and/or roots of these species SHALL NOT be spread to areas currently free of these plants but shall be disposed of as directed by the Agency's Representative.

- o) In the preparation of his programme for the Works ensuring that the Watercourse is NOT disturbed during:-
 - i) the period October to March inclusive where significant populations of salmonoid fish are present

and/or
 - ii) the period April to June inclusive where significant populations of coarse fish are present

unless otherwise specifically agreed in writing by the Agency's Representative (and then ONLY under such conditions and restrictions as the Agency's Representative may apply).

- p) Regularly scraping and maintaining free from deposits of slurry or other debris haul roads on the Site and the approaches to any Watercourse. Any arisings shall be disposed of as directed by the Agency's Representative.
- q) Ensure that surface water drains are not contaminated by any debris or other arisings from the Works.
- r) Provide suitable sheeting under any structure over a Watercourse where the structure is to be cleaned by mechanical or chemical means and/or painted in order to prevent material entering the Watercourse.

In the event that notwithstanding the taking of such protective measures any incident occurs which may place the Watercourse including water in underground strata or fish populations at risk the Contractor shall IMMEDIATELY inform the Agency's Representative and the Engineer and shall immediately carry out the instructions to abate and remedy the situation.

14. The Contractor shall NOT without the specific written permission of the Agency's Representative, (and then ONLY under such conditions and restrictions as the Agency's Representative may require), do any of the following:-
- a) Remove 'bed' material for use in the construction of the Works or elsewhere.
 - b) Remove from any part of the bottom channel or bed of a Watercourse a deposit accumulated by reason of any dam weir or sluice and SHALL NOT undertake such removal by causing the deposit to be carried away in suspension in the waters.
 - c) Remove vegetation other than fallen trees from or adjacent to any Watercourse.
 - d) Allow cut vegetation from approved clearance works to enter any Watercourse.
 - e)
 - i) Remove aquatic weeds in the period May to August inclusive
 - ii) spray aquatic weeds.
 - f) Use floating plant barges and/or pontoons and the like in any Watercourse.
 - g) Display any advertisement or other material, except as specifically required by this Special Requirement, on or above Watercourses property or premises for which The Agency is responsible.
 - h) Discharge surface water of any kind in any way into Watercourses property or premises for which The Agency is responsible.
 - i) Construct any Temporary Works in the Watercourse and/or temporarily divert obstruct and/or pipe any Watercourse and/or obstruct any floodplain by spoil heaps or by any other means except where and to the extent that approval has been specifically given and/or previously obtained.
 - j) Close any navigable Watercourse to waterborne craft or traffic without giving the Agency's Representative at least 28 days written notice. (The granting of permission for such a closure MUST NOT be presumed).
 - k) Notwithstanding the approval of any other Statutory and/or Regulatory body use explosives in or adjacent to any Watercourse property or premises for which the Agency is responsible (permission for such use by The Agency will ONLY be granted IN THE MOST EXCEPTIONAL CIRCUMSTANCES).

15. Where for the purposes of completing the Works in accordance with the Contract any work is required above or in the Watercourse the Contractor shall, except where otherwise specified in the contract or agreed in writing by the Agency's Representative:-
- a) Provide and maintain a minimum height clearance as shall be specified in writing by the Agency's Representative above the water surface of the Watercourse or highest expected water surface where this is variable.
 - b) Stockpile keep clean and replace on completion of the Works any 'bed' material necessarily removed from the Watercourse in the course of the construction of the Works.
 - c) Submit to the Agency's Representative written proposals for maintaining at all times the free passage of fish.

THE CONTRACTOR SHOULD PARTICULARLY NOTE WHEN PLANNING ANY WORK IN RELATION TO THE WATERCOURSE THAT THE AGENCY CANNOT GUARANTEE ANY PARTICULAR WATER LEVEL OR DEPTH NOR PREVENT ANY FLUCTUATIONS TO SUCH WATER LEVEL DEPTH OR SPEED OF FLOW IN ANY WATERCOURSE.

16. Where for the completion of the Works in accordance with the Contract work is required on or near the edge of a navigable Watercourse and such work involves projections of any kind into the navigable channel and/or anywhere vertically above the line of its edge the Contractor shall:-
- a) Throughout the course of the Works provide permanent markers on the extremities from the bank of the projection by the placing thereon of warning markers/notices/lights as specified by the Agency's Representative.
 - b) If the projection of the work into the navigable channel exceeds 0.5m the projecting works shall be protected from the impact of passing waterborne craft as specified by the Agency's Representative.
 - c) Provide notice boards of a type size shape colour and with a written warning as specified by the Agency's Representative shall be sighted on the Watercourse edge as required by the Agency's Representative.
17. Any floating plant barge and/or pontoon on the Watercourse for which the Contractor has obtained the permission of the Agency's Representative shall at all times be properly secured so as not to constitute a hazard to navigation and/or Watercourse management and all reasonable precautions shall be taken by the Contractor to prevent accidental or malicious casting adrift or sinking.
18. If any plant floating plant barge and/or pontoon falls or sinks or is cast adrift in the Watercourse the Contractor shall immediately inform the Agency's

Representative and the Engineer and take immediate steps to make the hazard known to users of the Watercourse. The Contractor shall immediately arrange the salvage/re-securing of the plant floating plant barge and/or pontoon from the Watercourse and until such salvage/re-securing has been completed the Contractor shall provide buoys, and markers and erect warning notices indicating the navigation hazard to Watercourse users to the satisfaction of the Agency's Representative.

19. The Contractor shall not reduce the width of any Watercourse at any time without the written approval of the Agency's Representative. In order to consider a request for a temporary reduction in the width of any Watercourse the Agency's Representative will require fully detailed proposals, which show evidence that the Contractor has made every effort to minimise:-
 - a) The risk of damage to the Watercourse and/or its channel;
 - b) The risk of flooding at all potential flow conditions within the Watercourse;
 - c) The length of time such reduction in Watercourse width will be required.
20. If for the purposes of completing the Works in accordance with the Contract work necessitates the closure and/or the reduction in width of any Watercourse access or footpath the Contractor shall give to The Agency at least 7 days written notice and shall provide to the satisfaction of the Agency's representative:-
 - a) An alternative pedestrian access with a minimum width of 2.0m with adequate fencing to each side which shall be smoothly surfaced with 75mm of ashes or such similar material as may be specified by the Agency's Representative.
 - b) An alternative emergency access for The Agency's plant and equipment with a minimum width of 3.5m and adequately surfaced for the passage of vehicles plant and/or equipment which surface shall have a maximum gradient of 1 in 10.
21. The Contractor shall keep the Watercourses property or premises for which The Agency is responsible free from rubbish. The Contractor shall not leave rubbish on or in Watercourses property or premises for which The Agency is responsible and shall subject to the approval of the Engineer clear away and remove all constructional plant surplus materials and Temporary Works from Watercourses property or premises for which The Agency is responsible as and when these cease to be required for the purposes of the Works.

22. Unless otherwise expressly stated in the contract upon completion of the Works the Contractor shall remove any ford coffer dam and/or other Temporary Works from the Watercourses property or premises for which The Agency is responsible.
23. Except where otherwise provided for in the Contract every part of the bank and/or channel of the Watercourse shall be fully reinstated by the Contractor to the surrounding bank profile top soiled seeded and/or turfed as appropriate.
24. Except where otherwise provided for in the Contract all property and premises affected by the Works for which The Agency is responsible shall be fully reinstated and all damage to land property or premises for which the Agency is responsible shall be made good by the Contractor to the satisfaction of the Agency's Representative.

1.1.2 EMERGENCY ACTION

25. The following actions shall be taken by the Contractor in the event of any breach and/or risk of major pollution to a Watercourse or land drainage area or any incidence of fish kill:-
 - a) IMMEDIATELY inform The Agency the Engineer and (if required) the Emergency services in that order.

FOR THE AGENCY telephone:- '0800 807060'
 - b) Secure the area from the approach of traffic and/or the general public.
 - c) Render every assistance to The Agency and/or the Emergency Services as shall be requested for the purposes of mitigating damage and/or for the purposes of securing public safety.
 - d) With regard to landslope and any apparent flow direction of any water flowing from any breach, construct if possible and as necessary dams bunds with earth board and/or sheet to prevent or restrain loss of water from the Watercourse and/or flows inundating any adjacent property.
 - e) With regard to landslope and any apparent flow direction of any potentially polluting material or liquid, construct if possible and as necessary dams bunds with earth board and/or sheeting to prevent or restrain such material from reaching the Watercourse and/or flows inundating any adjacent property.
 - f) Where notwithstanding the above potentially polluting material or liquid has entered a Watercourse construct if possible dams/booms with board

and/or sheet materials to retain and limit the extent/effect of such pollutants within the Watercourse pending instructions for full remedial action while permitting the continued *flow* of water.

26. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

**SPECIAL REQUIREMENTS IN RELATION TO:
ELECTRICITY GENERATING AND DISTRIBUTION COMPANIES**

1. In these Special Requirements the following terms shall have the meanings assigned to them:-
 - (a) 'Company' means:-

Scottish Scottish and Southern Energy Plc

or its successors and assigns.
 - (b) 'Company Representative' means the Chief Civil Engineer of the said 'Company' defined at 1(a) of this Special Requirement or other duly Authorised Engineer Representative and/or Agent appointed for the time being to act on behalf of the said 'Company'.
 - (c) 'Plant or Equipment' means any plant equipment gear machinery apparatus or appliance or any part thereof as defined in the Construction (General Provisions) Regulations 1961 and the Construction (Lifting Operations) Regulations 1961 owned leased or rented by the said 'Company' defined at 1(a) of this Special Requirement.
 - (d) 'Electricity Cable(s)' means any cabling including but not limited to 'Overhead Electricity Lines' or 'Buried Electricity Cables' owned leased or rented for the purposes of electricity transmission and supply by the said 'Company' as defined at 1(a) of this Special Requirement.
2. Before commencing any work or moving heavy plant or equipment over any portion of the Site owned occupied leased or rented by the Company the Contractor shall consult the Company Representative as early as possible and in any event not less than fourteen days before it is proposed to commence work to ascertain whether any Electricity Cable(s) or Plant or Equipment will be affected by the Works and to confirm details of any restrictions or requirements that the Company Representative may consider necessary for the safe carrying out of the Works. The Company Representative, can be contacted at the following point:-

Address:- Scottish and Southern Energy PLC

Mapping Services
PO Box 6206
Basingstoke
Hants. RG24 8BW

3. Where such details show that the Works or the movement of plant or equipment may endanger the equipment of the Company, the Contractor must ensure that the presence of any Electricity Cable(s) Plant or Equipment can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Electricity Cable(s) Plant or Equipment are adequately protected from damage to the satisfaction of the Company Representative.
4. The work shall be carried out in conformity with the Requirements of the Health and Safety Executive Guidance Notes:-
 - a) No. GS6 'Avoidance of Danger from Overhead Electric Cables'
 - b) No. GS33 'Avoiding Danger from Buried Electricity Cables'
5. Except under such restrictions as the Company Representative may impose for the safety of persons and the protection of property WORKS SHALL NOT BE CARRIED OUT or cranes or other plant erected operated and/or dismantled or materials stored WITHIN THE 'PROHIBITED SPACE' WHICH IS THAT SPACE WITHIN A RADIUS OF-
 - a) 15.0M OF LIVE OVERHEAD ELECTRICITY LINES WHERE LINES ARE CARRIED ON STEEL TOWERS
 - b) 9.0M OF LIVE OVERHEAD ELECTRICITY LINES WHERE THE LINES ARE CARRIED ON WOOD POLES

TOGETHER WITH ANYWHERE VERTICALLY ABOVE THIS SPACE. These distances shall be maintained at all times between any Overhead Electricity Lines or anything connected to such Overhead Electricity Lines owned leased or rented by the Company.
6. The Contractor and any sub-contractor employed by him should particularly note and bring to the attention of their respective employees the danger of 'Flash-over' where as a result of the very high voltages being transmitted potentially lethal shocks can occur in close proximity to live Overhead Electricity Lines WITHOUT ANY CONTACT BEING MADE.
7. Debris produced when trimming or felling trees and/or from demolition MUST NOT fall or be projected into the 'Prohibited Space'. Similarly excavation spoil must not be dumped or accumulated so as to cause infringement of the 'Prohibited Space'.

8. Special care **MUST** be taken when using material, which shall include but not be limited to, rope wire and/or measuring tape and the like.
9. The Contractor shall exercise particular care when carrying out work which involves the use of water jets or piped slurry. Liquids when being carried or used for the purposes of the Works **MUST NOT** be allowed to splash fall or otherwise be projected into the 'Prohibited Space'.
10. If a crane or other equipment is used crane stops fencing and warning notices shall be provided by the Contractor to ensure that there can be no encroachment on the 'Prohibited Space' by crane load or other equipment even if the crane load or equipment slips fails or overturns.
11. Portable ladders used in the vicinity of the live Overhead Electricity Lines shall be of wood or other non-conducting material and shall not be reinforced by metal attachments running along stiles of the ladders. Even ladders without reinforcement can lead to serious electrical shocks if allowed to come close to live overhead equipment and therefore special precautions must be taken to ensure that the ladder cannot slip and encroach on the 'Prohibited Space'.
12. Any disturbance of or attachment to any Plant or Equipment or Electric Cable(s) shall **ONLY** be carried out by the staff of the Company or its authorised contractors and/or agents.
13. Long objects, which shall include but not be limited to, pipes scaffold poles ladders and/or long handled tools or any object of such length that if carried vertically could infringe on the 'Prohibited Space' **MUST BE CARRIED HORIZONTALLY**.
14. Where for the purposes of completing the Works in accordance with the Contract the need arises to operate within and/or travel through the 'Prohibited Space' the Contractor shall give the Company representative not less than twenty eight days written notice of the dates upon which it is intended to operate plant or equipment or carry out any work. The permission of the Company Representative **MUST** be obtained in writing **BEFORE** any plant or equipment is operated or work of any kind is carried out **WITHIN** the above distances. Such operations or work shall only be carried out in the presence of the Company Representative unless notice shall have been obtained in writing from the Company Representative that such a presence on Site is not required.
15. In the event of the Company requiring emergency and/or maintenance work to be executed on the Electricity Cable(s) whether Overhead Electricity Lines or Buried Electricity Cables during the period of the Contract the Contractor shall afford all reasonable facilities and access to the staff of the Company or its authorised contractors and/or agents.

16. Work should not be carried out in the immediate vicinity of the overhead lines during periods of poor visibility. If this is not reasonably practicable additional precautions **MUST** be taken including but not limited to the erection of appropriate barriers to ensure maintenance of the appropriate safety clearances.
17. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract or of the responsibility for taking every precaution to avoid risk to persons and/or damage to property.

**SPECIAL REQUIREMENTS IN RELATION TO:
BRITISH GAS PLC**

1. In these Special Requirements the following terms shall have the meanings assigned to them:-
 - a) 'Company' means British Gas Transco.
 - b) 'Company Representative' means the staff of British Gas Plc or its Authorised Representatives and Agents.
 - c) 'Apparatus' means all surface or sub-surface equipment and plant including any gas pipeline(s), main and/or service owned, leased or rented by British Gas Plc.
2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of any Apparatus within the Site with the Company Representative, who can be contacted at the following point:-

Address:- British Gas Transco
The Plant Protection Team
2 Leasons Hill
Orpington
Kent BR5 2TN
3. Where such details show that the work or the movement of plant or equipment on the Site may endanger the Apparatus, the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such Works or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Apparatus is adequately protected from damage and such protective measures shall be to the satisfaction of the Company Representative.

4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of a Company Representative.
5. The Contractor shall carry out all work in connection with the Contract with reference to the requirements of the following publications:-
 - a) Institute of Gas Engineers: IGE/SR/18 Part 1 (1990), Communication 1947 - 'Safe Working in The Vicinity of Gas Pipelines, Mains and Associated Installation' (Part 1 : 'Operating at Pressures in Excess of 2 Bar').
 - b) Health and Safety Executive (HSE) HS (G) 47 - 'Avoiding danger from underground services'
 - c) British Gas Engineering Standard : BGC/PS/SSW2 - 'Code of Practice for Safe Working in The Vicinity of British Gas Transmission Pipelines and Associated Installations Operating at Pressures in Excess of 7 Bar'.
 - d) British Gas Cathodic Protection Standard GBE/ECP 1.
6. The Contractor shall avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract. In particular 'Thrust Blocks' and other such supports shall NOT be disturbed without the specific written approval of the Company Representative. The Contractor should particularly note that large diameter Gas pipelines may either be:-
 - a) Transmission pipelines frequently operating at pressures exceeding 7 bar.
 - b) low pressure local distribution mains.

For differing reasons either type poses a considerable hazard to safety if damaged. The Contractor shall also note that smaller Gas distribution pipes may be of yellow plastic, cast iron, steel or other such material and that unless specifically known to the contrary any such services encountered during the course of the Works should be assumed to be Gas pipelines and treated as such in accordance with these Special Requirements until positively identified otherwise and the Engineer so notified in writing.

7. No vehicle plant or machinery shall cross stand operate or travel within 3.0m of any Apparatus particularly Gas pipelines except as approved by the Company Representative. The Contractor shall agree his methods of working near any

Apparatus with the Company Representative and ensure that any Apparatus is adequately protected from damage by the use of wooden sleeper tracks or reinforced concrete rafts at crossing points as appropriate. Temporary fencing of adequate strength shall be erected to regulate the movement of vehicles plant and machinery in the vicinity of Apparatus. All such protective measures shall be to the satisfaction of the Company Representative.

8. Where for the purposes of completing the Works in accordance with the Contract it is necessary to lay a new service across an existing Gas pipeline whether above or below a minimum clearance of 0.6m shall be left between the outside of the Gas pipeline and the new service to be installed. Under no circumstances shall a new service be laid parallel above or below a Gas pipeline. Hydraulic or other form of pressure testing of any new services shall not be permitted within 6.0m of any Gas pipeline unless precautions have been taken involving the use of pre-installation tested pipeline having a design factor of 0.3 for a distance of 6.0m either side of the Gas pipeline and/or such additional precautions including but not limited to sleeving barriers and the like as the Company Representative may require in consultation with the Engineer.
9. The Contractor shall particularly note that Gas pipelines and other Apparatus of the Company is usually cathodically protected to Company standard GBE/ECP 1. The Company will require to carry out interaction tests to determine whether its own system will be adversely affected by any new service and/or its protective measures. Any work requiring the removal modification and or movement of Apparatus shall only be carried out by the staff of the Company and/or its authorised contractors and Agents. In the event that any cathodic protection posts and/or associated Apparatus require to be removed replaced and/or moved for the purposes of the Works the Contractor shall give not less than seven days written notice of the requirement to the Company.
10. When excavating or backfilling around Apparatus, the Company Representative shall be given not less than 3 days written notice, of the Contractor's intentions in order that he may supervise the works.
11. Backfilling shall be in 150mm layers, or as may otherwise be directed, consolidated layer by layer to the satisfaction of the Company Representative. Fill shall be free from flints stones and carbonaceous material. Where slabbing reduces such depth clean sand filling shall be used.
12. All excavation adjacent to Apparatus is to be carried out by hand until the exact extent and/or location of Apparatus is known. The Contractor shall note the following:-
 - a) Mechanical borers shall not be used within 5.0m of Apparatus

- b) Hand held power assisted tools shall not be used within 1.5m of Apparatus, without the supervisory presence of a Company Representative.

To prevent any movement of Apparatus during excavation, complete shuttering shall be used as directed by the Engineer if:-

- a) Excavation is deeper than the depth of cover of adjacent Apparatus.
- b) Excavation is within 3.0m of Apparatus in stable soil.
- c) Excavation is within 6.0m of Apparatus in unstable soil.

Where excavation results in the exposing of Gas pipelines or other Apparatus protective timber cladding shall be applied to the Gas Pipelines or Apparatus to the satisfaction of the Company Representative and shall be maintained until such excavation is reinstated and backfilled.

13. If for the completion of the Works the Contractor intends using any of the following:-

- a) Pile driving equipment within 15.0m of Apparatus (or such greater distance as may be required to ensure that the MAXIMUM peak particle velocity as measured at the Apparatus does NOT exceed 25mm per second).
- b) Explosives within:-
 - i) 400.0m of exposed Apparatus
 - ii) 100.0m of buried Apparatus
- c) Hot Works welding and the like within 15.0m of Apparatus
- d) Hydraulic testing within 6.0m of Apparatus

the Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Apparatus affected may be arranged. The Contractor SHALL NOT proceed with the use of any of the above without the written consent of the Company Representative.

- 14. All Apparatus manholes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches and/or any further equipment required by the Company for the maintenance of its Apparatus, shall be maintained at all reasonable times and unless otherwise agreed in writing by the Company representative a clearance of 6.0m shall be allowed for such access.

15. The covers to Apparatus manholes and/or other access points and chambers shall only be lifted under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before a gas check as specified by the Company Representative has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.
16. In the event of any damage whatsoever even of a minor nature to Apparatus particularly to Gas pipeline coatings and/or test leads the Contractor shall immediately inform the Engineer and report the occurrence by contacting the Company Representative. The Company Representative will arrange for repairs to be carried out.

EMERGENCY ACTION

17. The following actions shall be taken by the Contractor in the event of a gas leak in any Apparatus:-
 - a) Evacuate all personnel from the vicinity of the pipeline damage or leak.
 - b) Remove and/or extinguish all sources of ignition for a distance of at least 200m in all directions from the location of the leak. This precaution shall include a ban on the use of any electrical equipment falling within this limit:-
 - c) IMMEDIATELY inform The Company the Engineer and (if required) the Emergency services in that order.

1.1.3 THE EMERGENCY TELEPHONE NUMBER OF THE COMPANY IS:-

0800 111 999

- d) Secure the area from the approach of all employees' traffic and/or the general public.
- e) Render every assistance to the Emergency Services and/or the Company as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
- f) **DO NOT ATTEMPT TO SEAL ANY LEAK OF GAS AT THE POINT OF DAMAGE.**

18. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

BRITISH GAS CORPORATION
Southern Gas Region (High Pressure) Transmission Department

GAS PIPELINES

1. These notes are intended to state, for the information of other Public Utilities, private developers and their contractors the Southern Gas Region's requirements for the protection of their existing high pressure pipelines adjacent to other proposed construction work. Gas pipelines may be operating at pressures up to 1000 p.s.i.g., and considerable care must be exercised to ensure they are not damaged. This information is of a general nature and specific requirements for each project will be notified in the proper manner in accordance with the Public Utilities Street Works Act 1950.
2. Pipelines are constructed of high grade steel which is covered with a coal tar impregnated fibreglass wrapping. The pipelines are cathodically protected by either sacrificial anodes or impressed current schemes. In connection with such schemes there are bond wires and test points. The greater part of the system is laid in open country, railway land, canal towpaths, etc., but part is laid in or across public thoroughfares. The cross-country lines are marked at certain road crossings, hedgerows and at other points by concrete marker posts. Recently laid sections of the pipeline system have yellow PVC marker tape 12" wide and/or concrete slabs laid in the ground approximately 12" - 18" above the pipe. A further indication of the presence of a gas pipeline is fluorescent red marker mounted on a 6' high white post.
3. The route of the pipeline wall, on request, be pegged out, but before any other work below surface level is started it is essential for you, by digging trial holes carefully by hand, to ascertain the precise position of all Southern Gas apparatus.
4. Your apparatus is to be laid to pass under the gas pipeline unless previously agreed, in writing, by Southern Gas. A minimum clearance of 24" will be required between the underside of the gas pipeline and the top of your apparatus. At Southern Gas' discretion a concrete raft may be required to be formed between the two pieces of apparatus to give 12" packed, selected backfill or sand between the concrete surface and the underside of the gas pipeline. Backfilling will be in layers of maximum depth of 12" and consolidated before further backfilling takes place. Materials must be free of flints and carbonaceous materials.
5. All excavation over, under and within 10' on either side of the gas pipeline is to be carried out manually. All work in this area, including trial holes, must be supervised by a Southern Gas representative at your cost. This does not imply any responsibility on the part of Southern Gas for any actions by yourselves or your contractors resulting in damage to our apparatus.

6. Where your apparatus is to be laid along a public thoroughfare parallel to a pipeline, a minimum distance of 2'6" is essential between the pipeline and your apparatus. When laying parallel to a gas pipeline which is in an easement, your apparatus must be outside the easement and at least 20' distant from the pipeline. Encroachment onto the Southern Gas easement during construction will not be allowed except at points agreed with and protected to the requirements of the Southern Gas representative. No apparatus should be laid or constructed longitudinally over or under the pipeline.
7. You must report any damage to the gas pipeline or protective wrapping, no matter how slight it may appear, to Southern Gas immediately. Minor repairs to wrapping will be carried out by Southern Gas at our expense except where such damage is due to gross negligence on your part or that of your contractors. It should be remembered that damaged wrapping on a cathodically protected pipeline could cause corrosion of other authorities' plant.
8. Protective measures, to Southern Gas specification, are to be undertaken at your expense at all places where heavy construction equipment will cross a pipeline.
9. Where it is proposed to carry out piling or rock blasting within 50' of the gas pipeline, you must notify the Southern Gas representative and you must not start work until you have agreed the method of work and safeguarding conditions with the Southern Gas Region.
10. If thrust or auger boring methods are used to cross under the pipeline, then an inspection pit located 10' from the gas pipeline on the thrust or auger side of the gas pipeline will be required to be excavated to a depth of 24" below the underside of the gas line. The other dimensions of the pit will be specified by the Southern Gas representative. Full information on the progress and direction of this work must be given to the Southern Gas representative as the work proceeds.
11. Supergrid pipelines are cathodically protected by an impressed current and sacrificial anodes. Southern Gas accept no liability for any damage which this protection may cause to your apparatus. You should consult Southern Gas before adopting any methods to safeguard your apparatus and no such method should be adopted, and in particular cathodic protection of your apparatus should not be installed, without Southern Gas' prior agreement. If any bond wires, test leads, etc. are damaged or found to be in poor condition, broken or disconnected, it is requested Southern Gas be notified so that repair or replacement can be made.

SPECIAL REQUIREMENTS IN RELATION TO THE NATIONAL GRID POWER COMPANY PLC

- 1) In these special requirements the following expressions shall have the meanings assigned to them:-

- i) "Board" means the National Grid Power Company Plc.
 - ii) "Board's Engineer" means the District Manager of the National Grid Power Company plc. Or his nominated representative.
 - iii) "Plant or equipment" means any plant equipment gear machinery apparatus or appliance or any part thereof as defined in the construction (General provisions) Regulations 1961 and the Construction (Lifting Operations) Regulations 1961.
- 2) The work should be carried out to conform with the Requirements of the Health and Safety Executive Guidance Note No GS6 "Avoidance of Danger from Overhead Electric Cables" and the National Joint Utilities Group document "Recommendations on the Avoidance of Danger from Underground Electricity Cables".
- 3) (i) Except under such restrictions as the Board's Engineer may impose for the safety of persons and the protection of property a distance of 15 metres shall be maintained at all times between any part of any plant or equipment or anything connected to such plant and equipment (eg., the jib of a crane hoist rope load etc.) and any part of the Board's electric lines where these lines are carried on steel towers or a distance of 9 metres where the lines are carried on wood poles. Excavation spoil must not be dumped or accumulated so as to cause infringement of these distances. The permission of the Board's Engineer must be obtained in writing before plant or equipment is operated or work of any kind is carried out within the above distances.
- (ii) The Contractor shall give at least fourteen days notice to the Board's Engineers of the dates upon which it is intended to operate or equipment or carry out any work for which permission has been given by the Board's Engineer under paragraph 3(i). Such operations or work shall only be carried out in the presence of the Board's Engineers unless notice shall have been obtained in writing from the Board's Engineers that they do not require to be present.
- (iii) In the event of the Board requiring work to be executed on the overhead electric lines or support during the period of the Contract the Contractor shall afford all facilities to the Board or its contractors and the Contractor shall amend his programme of working to suit any and all requirements of the Board during such period of working.
- (iv) The Contractor shall consult the Board's Engineer as early as possible and such consultation shall not be less than fourteen days before it is proposed to commence work to ascertain whether any underground electricity cables or apparatus will be affected by the proposed work in which event the Contractor shall make all necessary arrangements with the Board's Engineer to safeguard the cables or apparatus.
- (v) Work should not be carried out in the immediate vicinity of the overhead lines during periods of poor visibility. If this is not reasonably practicable

additional precautions must be taken to ensure maintenance of the appropriate safety clearance.

- 4) The above requirements will not relieve the Contractor of any responsibility for taking every precaution to avoid risk to persons or damage to property including compliance with Regulation 44(2) of the Construction (General Provisions) Regulations 1961.
- 5) In order to comply with the above requirements the Contractor should contact following address:

Address:- National Grid Company Plc
NRSWA Enquiries
PO Box 7324
Coleshill
Birmingham

B46 1AR

SPECIAL REQUIREMENTS IN RELATION TO: READING BOROUGH COUNCIL

1. Heavy plant will not be permitted to travel over any sewers, drains or mains without the Council's prior written consent. Such consent shall not be unreasonably withheld but the Contractor shall ensure that suitable protection is afforded to spread the load at the relevant crossing point of the said sewers, drains or mains. Heavy plant is defined as tools needed for the works that are not powered by hand e.g. mechanical planers, JCB's, diggers etc.
2. The Council reserves the right to require any further protection of any sewers, drains or mains, from damage caused by the Contractor's vehicles or works, that it considers necessary at any time. All protection is to be carried out by the Contractor at his own expense before completion of the works.
3. All Works carried out on existing sewers may on reasonable notice be inspected by the Council or any other person(s) authorised by the Council. The Contractor shall provide to the Council or its authorised representative all the necessary facilities/access for these purposes of carrying out these inspections.
4. The Contractor shall maintain the existing flow in the Council's sewers and drains within the Site at all times. The Contractor shall not without the Council's prior written consent undertake any temporary measures affecting the existing flow which include but are not limited to any diversions or interruptions etc. The Site is defined as the immediate area in which the contractor is carrying out any works.
5. All temporary works affecting watercourses shall only be carried out in accordance with relevant detailed drawings and supporting data previously approved by both the Engineer and the Council.

6. The banks of watercourses where disturbed shall be restored to their proper condition before completion of the Works by the Contractor at their own costs.
7. No undue obstruction to flow of water shall be caused during the Works, and any temporary works placed in the watercourse shall be approved by the Council and such works shall be entirely removed on completion of the Permanent Works.
8. The Contractor shall take all necessary steps to prevent excess amounts of suspended matter or silt passing into the watercourse. Any excess shall be removed when required at by the Council at the Contractor's own expense and promptly.
9. The Contractor shall give the Engineer twenty-eight (28) days' written notice before Works is commenced affecting any watercourse in order that the Engineer may give notice to, or seek approval of, the Council in respect of the said Works.
10. All consents when granted by the Engineers Representative shall be given to the Engineer and all communications between the Council and the Contractor shall be through the Engineer.
11. No offensive or injurious matter including oil, diesel and the like shall be discharged into the watercourse. Any contamination shall be removed when required by the Council at the Contractor's own expense and promptly.
12. No part of any outfall shall project beyond the natural bank line of the watercourse. Any contamination shall be removed when required by the Council at the Contractor's own expense and promptly.
13. Redundant channels shall not be filled with any material which is likely, directly or indirectly, to cause pollution. Any contamination shall be removed when required by the council at the contractors own expense and promptly.
14. The above requirements do not relieve the Contractor of any of his obligations under the Contract.
15. In order to comply with the above requirements the Contractor should contact the following address (of appropriate Unitary Authority):-

**Reading Borough Council
Highways Department
2- 4 Darwin Close
Reading
Berks RG2 0RB**