

TORBAY COUNCIL

TORBAY COUNCIL TERMS AND CONDITIONS FOR THE PROVISION OF WORKS

Contract between

The Authority

Torbay Council of Town Hall, Torquay, Devon, TQ1 3DR

And

The Supplier

**[Insert name, registered office address and, where applicable,
the company number of the Supplier]**

Date

[Insert the date when signed by both parties]

Commencement Date

1 October 2021

Summary of Services

**Structural Maintenance of Highways, Parks and Open Spaces
TPL1721**

This Contract is made on the date set out above subject to the terms listed below. The Authority and the Supplier undertake to comply with the provisions of the terms in the performance of this Contract.

- (A) The Authority published a contract notice with contract reference **[insert the contract notice reference that will be found on the Authority's contract notice for this Contract]** on **[insert date that the contract notice was published]** in the Find a Tender Service seeking expressions of interest from potential contractors for the Structural Maintenance of Highways, Parks and Open Spaces.
- (B) The Authority has, through a competitive process, selected the Contractor to provide these services and the Contractor is willing and able to provide the services in accordance with the terms and conditions of this Contract.
- (C) Documents that form part of this Contract are
- (i) the completed tender documents including the Specification, Supplier Tender Response Payment Schedule, Contract Conditions and any other supporting documentation.

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FORM OF AGREEMENT BY DEED

THIS DEED is made the _____ Day of _____ 20

BETWEEN _____

of _____ In the County of _____

(hereinafter called "the Employer") of the one part

and _____ In the County of _____

(hereinafter called "the Contractor") of the other part

WHEREAS the Employer is desirous that certain Works should be constructed, viz, the Permanent and Temporary Works in connection with **Structural Maintenance for Highways, Parks, & Open Spaces** and has accepted a Tender by the contractor for the construction and completion of such Works and **maintenance** of the Permanent Works.

NOW THIS DEED WITNESSETH as follows:

1. In this Deed words and expressions shall have the same meanings as are 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, viz:-
 - (a) the said Tender (which includes the activity schedule and the response document);
 - (b) the Conditions of Contract which are the core clauses and the clauses for **Option B, dispute resolution Option W1 and secondary Options X2, X4, X5, X7, X16, X17, Y(UK)3 and Z** of the NEC3 Engineering and Construction Contract (June 2005) with amendments 2006;
 - (c) the Contract Data Part one (**Volume 1**);
 - (d) the Contract Data Part two (**Volume 1**);
 - (e) the Works Information consisting of the Specification (**Volume 2B**), the Drawings (**Volume 3**);
 - (f) the Employer's letter of acceptance.
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 construct and complete the Works and maintain the Permanent Works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay to the Contractor in consideration of the construction and completion of the Works and maintenance of the Permanent Works in accordance with, at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

EXECUTED AS A DEED BY

..... (Name of Company)

The Common Seal of _____ Limited

Was hereunder affixed in the presence of:-

..... (Director)

The Corporate Seal of _____ Council

Was hereunder affixed in the presence of:-

..... (Name)

A duly Authorised Officer of the said Council

**STRUCTURAL MAINTENANCE FOR
HIGHWAYS, PARKS & OPEN SPACES 2021 – 2024**

**NEC 3 OPTION B
PRICED CONTRACT WITH SCHEDULE OF RATES**

**CONTRACT DATA PART ONE
DATA PROVIDED BY THE EMPLOYER**

Contract Data Part One – Data provided by Employer

1. General

- 1.1 The conditions of contract are the core clauses and the clauses for main **Option B, dispute resolution W1 and secondary Options X2, X4, X5, X7, X16, X17, Y(UK)3 and Z** of the NEC3 Engineering and Construction contract (June 2005) with amendments June 2006.
- 1.2 The works are: Structural Maintenance for Highways, Parks & Open Spaces
- 1.3 The Employer is: Torbay Council
- 1.4 The combined role of Project Manager/Supervisor is: Name: Ian Jones
Address: Torbay Council
Town Hall, Castle Circus,
Torquay TQ1 3DR
- 1.5 The Adjudicator is: To appointed if deemed necessary by either the Contractor or the Employer
- 1.6 The Works Information consisting of the Specification (Volume 2), the Site and the Drawings (Volume 3).
- 1.7 The Site Information is in TO BE ISSUED
- 1.8 The boundaries of the site are the Borough of Torbay
- 1.9 The language of this contract is English
- 1.10 The law of the contract is the law of England and Wales, subject to the jurisdiction of the Courts of England and Wales
- 1.11 The period for reply is one calendar week except where stated otherwise
- 1.12 The Adjudicator nominating body is the Institution of Civil Engineers
- 1.13 The following matters will be included in the Risk Register None
- 1.14 The adjudication procedure is the Model Adjudication Procedure by the Construction Industry Council, third edition, published October 2003 including any amendments to it current at the date of notice of the dispute.
- 1.15 The tribunal is arbitration. The arbitration procedure is the Institution of Civil Engineers Arbitration Procedure (1997) or any amendment or modification to it in force when the arbitrator is appointed.
- 1.16 The Third Parties who have a right to enforce a term of this contract under the Contract (Rights of Third Parties) Act 1999 are:
Term person or organisation
----- NONE ----- NONE -----

2. Time

- 2.1 The starting date is 1 October 2021.

- 2.2 The access dates are as agreed programme.
- 2.3 The completion date for the whole of the contract is September 2024.
- 2.4 The Employer is not willing to take over the works before the Completion Date, of individual sites.
- 2.5 The Contractor submits a first programme for acceptance within 2 weeks of the Contract Date.
- 2.6 The Contractor submits revised programmes at intervals no longer than 1 calendar month.
- 2.7 The key dates and conditions to be met are

Key Date

One week from starting date (end of the first week of the contract)

Four weeks from starting date (End of the fourth week of the contract)

Four weeks from starting date (End of the fourth week of the contract)

Four weeks from starting date (end of the fourth week of the contract)

Four weeks from starting date (end of the fourth week of the contract)

Eight weeks from starting date (End of the eighth week of the contract)

Ten weeks from starting date (end of the tenth week of the contract)

Fifteen weeks from starting date (end of the fifteenth week of the contract)

Fifteen weeks from starting date (end of the fifteenth week of the contract)

2 weeks prior to completion section 1, 2 & 3 works (all works)

3. Testing and defects

3.1 The defects date for each site is 52 weeks after Completion of the whole of the works on each instruction. High Friction Surfacing site defects shall be 156 weeks after Completion of the whole of the works on each instruction.

3.2 The defect correction period is 13 weeks except that

The defect correction period for traffic signals is 4 hours

The defect correction period for road lightings (excluding works executed by Others) is 8 hours

4. Payment

- 4.1 The currency of this contract is the pound sterling (£)
- 4.2 The assessment interval is 1 calendar month
- 4.3 The period within which payments are made is: see condition of contract clause 56.
- 4.4 The interest rate is 2% per annum above the average base rate in force from time to time at the following banks: Barclays and Lloyds TSB.
- 4.5 The retention free amount is Nil (Option X16)
- 4.6 The retention percentage is 3% (Option X16)
- 4.7 Delay damages for the whole of the works are: £750 per day (Option X7)

5. Compensation events

- The place where weather is to be recorded is **Not Applicable**
- The weather measurements to be recorded for each calendar month are:
 - the cumulative rainfall (mm) **Not Applicable**
 - the number of days with rainfall more than 5mm **Not Applicable**
 - the number of days with minimum air temperatures less than 0 degrees Celsius **Not Applicable**
 - the number of days with snow lying at 9.00 hours GMT **Not Applicable**
 - and these measurements **Not Applicable**
 - The weather measurements are supplied by **Not Applicable**
 - The weather data are the records at **Not Applicable** and which are available from **Not Applicable**
- **Where no recorded data are available**
- Assumed values for the ten year return weather data for each weather measurement for each: **Not Applicable**

6. Risks and insurance

- 6.1 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is £5,000,000.
- 6.2 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract shall comply with statutory requirements.
- 6.3 If any of the terms of insurance provide for an “EXCESS SUM” (that being the portion of each claim for which, or below which, the insurer is not liable) the maximum permitted levels of excess sum are as follows:-
 - 1) Where the total of the accepted tender is £50,000 or less – an excess sum of £1,000.
 - 2) Where the total of the accepted tender is over £50,000 and up to £500,000 – an excess sum of £5,000.
 - 3) Where the total of the accepted tender is over £500,000 – an excess sum of £10,000.

The Contractor pays proven claims, or parts of such claims, within the excess sum.

The Employer does not provide any of the insurance stated in the Insurance Table.

7. Option Z

The additional conditions of contract are the amended conditions of contract are given in 11.1 below and the additional conditions of contract are given in 11.2 below.

8. Additions or Amendments to the Shorter Schedule of Cost Components are:

8.1 People

Delete paragraph 11. Insert a new paragraph 11 as follows:

11 Amounts for people listed in Contract Data.

These amounts are the rates stated in the Contract Data. The rate applies equally to Contractor's and Subcontractors' people multiplied by the time for which the people are required. These rates include wages/salaries, bonuses/incentives, overtime, working in special circumstances, special allowances, travelling to and from the Working Areas and subsistence and lodging.

The time required is expressed in hours and excludes time for meal breaks.

11.1 The amended conditions of contract under Option Z are:

(NB all separate references to the Project Manager or Supervisor apply to the combined role of Project Manager/Supervisor or any of his representatives which have been advised to the Contractor in writing)

Clause 19 is deleted

The following sub-clause is added to clause 31:

31.5 In the event that the Contractor proposed Completion prior to the Completion Date, all Key Dates and sectional Completion Dates are advanced by this period of foreshortening.

Clause 35 is amended as follows:-

Sub-clause 35.2 is deleted and replaced with the following:-

35.2 The Employer may use any part of the works before completion has been certified. If he does so, he takes over the part of the works when he begins to use it except if the use is

- for a reason stated in the Works Information or
- to suit the Contractor's method of working or
- to maintain traffic routes and diversions through the site

Clause 43 is amended as follows:-

sub-clause 43.2 is deleted and replaced with the following:-

43.2 The Contractor corrects a notified Defect before the end of the defects correction period. The defects correction period for works beings at Completion for Defects notified before Completion and when the Defect is notified for other Defects. For the defects correction period begins when the Defect is notified irrespective whether or not Completion has

been certified for that section.

Clause 50 is amended as follows:-

the first sentence of sub-clause 50.1 is deleted and replaced with the following sentence:-

The Contractor submits a statement at each assessment date and, upon receipt, the Project Manager considers this statement and assesses the amount due.

the first sentence of sub-clause 50.4 is deleted.

Clause 51 is amended as follows:-

the first sentence of sub-clause 51.1 is deleted and replaced with the following sentence:-

The Project Manager certifies a payment on or before the date on which a payment becomes due.

The first sentence of sub-clause 51.2 is deleted and replaced with the following sentence:-

Each certified payment is made on or before the final date for payment.

The following clause is added:

56 Dates for Payment

56.1 For the purpose of Sections 109 and 110 of the Housing Grants, Construction and Regeneration Act 1996,

- the Project Manager's certificate is the notice of payment from the Employer to the Contractor specifying the amount (if any) of the payment made or proposed to be made, and the basis on which that amount was calculated,
- the date on which a payment becomes due is twenty one days after the date on which the Contractor's statement is received in the Project Manager's office and
- the final date for payment is seven days or if a different period for payment is stated in the Contract Data, the period stated after the date on which the payment becomes due.

56.2 If the Employer intends to withhold payment after the final date for payment of a sum due under this contract, he notifies the Contractor not later than one day (the prescribed period) before the final date for payment by specifying

- the amount proposed to be withheld and the reason for withholding payment or
- if there is more than one reason, the amount for each reason is stated.

Sub-clauses 60.1(12), 60.1(13), 60.1(15) and 60.1(19) are deleted from clause 60.

The following sub-clause is added to clause 60

60.1(20) Suspension of performance is a compensation event if the Contractor exercises his right to suspend performance under The Housing Grants, Construction and Regeneration Act 1996.

Sub-clauses 60.2 and 60.3 are deleted

The following sentence is added to clause 61 at the end of sub-clause 61.1

The Contractor agrees the contents of any written instruction unless he details the reason for his disagreement in writing within the period for reply. Any such disagreement will not delay execution of the instruction.

The following is added to the TERMINATION TABLE in Section 9:-

Terminating Party	Reason	Procedure	Amount Due
The Employer	R22 – R24	P1, P2 and P3	A1 and A3

The following sub-clause is added to clause 91

- 91.8 The Employer may terminate if:
- a. the Contractor has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
 - i. Doing or not doing, or for having done or not done, any action in relation to the obtaining or execution of the contract or any other contract with the Employer;
 - ii. Showing or not showing favour or disfavour to any person in relation to the contract or any other contract with the Employer (R22)
 - b. the same things have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) (R23);
 - c. in relation to any contract with the Employer the Contractor or any person employed by him or acting on his behalf has:
 - i. Committed any offence under the Prevention of corruption Acts 1889 to 1916; and
 - ii. given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 (R24)

Option X16: Retention

X16.1 Delete the first bullet point and replace with

- Completion and

X16.2 Delete and replace with

X16.2 In respect of the amount is retained is halved in the assessment made following notification by the Project Manager / Supervisor that the Principal Contractor has provided all the information in respect of the Health and Safety file in accordance with the requirements set out in Volume 2A of the Works Information.

The amount subsequently retained in respect of works remains at that amount until the Defects Certificate for the works is issued.

Add new clause:-

X16.3 In respect of the works the amount retained remains at that amount until the Defects Certificate for the works has been issued.

Add new clause:-

X16.4 No amount is retained in any assessments made after the Defects Certificate for the relevant sections of the works has been issued.

11.2 The additional conditions of contract under option Z are:

- Z1 Freedom of Information Act 2000
- Z2 Privacy of information
- Z3 Definition of Statutory Undertaker
- Z4 Responsibility for Statutory Undertakers
- Z5 Goods Vehicles Operator's License
- Z6 Named key personnel
- Z7 Recovery of Sums Due from Contractor
- Z8 Special Requirements
- Z9 Tax and National Insurance Contributions
- Z10 Definition of Temporary Works
- Z11 Temporary Works Check Certificate
- Z12 Traffic Management Act 2004
- Z13 The Site Waste Management Plans Regulations 2008
- Z14 Equal Opportunities
- Z15 Value Engineering`
- Z16 Failure to provide insurance documentation
- Z17 Considerate Constructors Schemes
- Z18 Delay to first Access Date
- Z19 Confidentiality
- Z20 Data Protection Act 1998
- Z21 Contract Price Fluctuation and Civil Engineering Work

Z1 Freedom of Information Act 2000

All public bodies have a duty to comply with the Freedom of Information Act. As such information obtained from the Contractor may be disclosed in response to a request, unless an exemption provided for under the Act is applicable in relation to any particular information.

The Employer undertakes to use his best endeavours to hold confidential any information provided in the tender submitted, subject to the Employer's obligations under law, including the Freedom of Information Act 2000. If the Contractor considers that any of the information submitted in the tender should not be disclosed because of its sensitivity then this should be stated with the reason for considering it sensitive. The Employer will then consult with the contractor in considering any request received under the Freedom of Information Act 2000 before replying to such a request.

The Contractor maintains procedures to the satisfaction of the Employer that protect any information from unauthorised or unlawful processing, loss, damage or destruction.

The Contractor also maintains systems that will facilitate identification, retrieval and submission to the Employer within 10 working days of receiving the request for information and co-operates fully with the Employer if a request for information is made. In this respect the Contractor becomes acquainted with the provisions of the Freedom of

Information Act 2000, particularly in relation to timescales for response, to ensure that he is able to supply timely information in accordance with legislation.

Neither the Contractor nor the Employer, without the written approval of the other (which consent shall not be unreasonably withheld), makes public or discloses information about the other which is confidential. Confidential information includes information marked as confidential and information which by its nature is confidential is known to be confidential or which the party ought to have known is confidential. If the Employer receives a request for information about the Contractor then the Contractor shall not automatically presume a duty of confidence.

Z2 Privacy of information

The Contractor does 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 Project Manager, such consent not being unreasonably withheld.

Z3 Definition of Statutory Undertaker

The 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.

Z4 Responsibility for Statutory Undertakers

Z4.1 The Contractor on behalf of the Employer

- identifies those measures which need to be taken as a consequence of or in order to facilitate the works with any Statutory Undertaker;
- prepares and agrees a specification in collaboration with the Statutory Undertaker; for the measures which need to be taken and by whom,
- co-ordinates with the Statutory Undertaker, the taking of those measures and the execution of the works; and

The Employer as the Contractor's principal shall, subject to Clause Z4.2, pay the Statutory Undertaker's allowable costs in respect of these measures.

Z4.2 The Contractor

- Is responsible for ensuring the Statutory Undertaker's compliance with any agreement or arrangement entered into under Clause Z4.1;
- Indemnifies and keeps indemnified the Employer against all claims demands actions and proceedings, and all costs charges and expenses incurred in connection therewith, which may be brought or made by any Statutory Undertaker in respect of loss of or damage to any property of the Statutory Undertaker or the increased cost of

working or business interruption of the Statutory Undertaker under or in connection with any agreement or arrangement entered into under Clause Z4.1 with the Statutory Undertaker howsoever arising including but not limited to the negligence or default of the Contractor.

Z4.3 The Contractor allows in the programme required under Clause 31 [the programme] any notice period required by a Statutory Undertaker in relation to any matter which is subject of Clause Z4.1 and for all periods required in the taking of measures which are the subject of Clause Z4.1

Z5 Goods Vehicles Operator's License

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

Z6 Named Key Personnel

Z6.1 Acceptance by the Employer of key persons stated in Contract Data Part two does not constitute acceptance that such individuals are suitable for the roles assigned to them or serve to relieve the Contractor of his duties or obligations under the contract.

Z6.2 The Contractor's Site Agent means the person named on Contract Part two being the most senior member of the Contractor's professional personnel normally present on Site.

Z6.3 The Contractor's site Safety Officer named in Contract Data Part two is responsible for dealing with questions regarding the safety and protection against accidents of all staff and labour and all other persons entitled to be on the Site. This officer shall be qualified for this work and shall have the authority to issue instructions on behalf of the Contractor and shall implement protective measures to prevent accidents.

Z6.4 The Contractor's Designer named in Contract Data Part two is responsible for undertaking design work to ensure compliance with the Construction (Design and Management) Regulations 1994 or any amendment or substitution thereof.

Z7 Recovery of Sums Due from Contractor

When under the contract any sum of money is recoverable from or payable by the Contractor such sum 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.

Z8 Special Requirements

The Contractor

- complies at his own cost with all Special Requirements of Statutory Bodies as set out in Appendix A of this volume
- is not excused from the performance of any of his obligations under the contract or is entitled to any allowance of time or to any additional remuneration or compensation in consequence of the requirement to

comply with this Clause

- acknowledges and agrees that the Employer does not warrant and has not warranted the accuracy or completeness of any data or information which has been or will be provided to the Contractor by the Employer or the Project Manager relating to the location, size, nature or condition of services in, on, over or under the Site or in the vicinity of the Site
- further acknowledges and agrees that he neither has nor will have any claim of any kind whatsoever against the Employer founded upon the accuracy or completeness of any such data or information

Z9 Tax and National Insurance Contributions

The contract falls within the scope of the Construction Industry Scheme Regulations. If the Contractor (Subcontractor in terms of the Scheme) does not hold a valid Inland Revenue Subcontractor Tax Certificates (CIS5 or CIS6) and is not a local authority or other public body exempt from holding such a certificate, invoices (and any applications for payment submitted by the Contractor) shall separately identify the cost of labour. The Employer shall deduct payment in accordance with the requirements of the Construction Industry Scheme.

Z10 Definition of Temporary Works

“Temporary Works” means all works (other than the works) required in or about the execution of the works and includes traffic management and any ground condition investigations and surveys.

Z11 Temporary Works Check Certificate

All design particulars for Temporary Works prepared by the Contractor and submitted to the Project Manager in accordance with Clause 21.2 are to be accompanied by a Temporary Works check Certificate listing all the standards which have been used in the design and signed by an engineer other than the engineer who prepared the design who has the appropriate qualifications and experience and is from either the Contractor or a professional design organisation.

Z12 Traffic Management Act 2004

Z12.1 In order to satisfy the objectives of the TMA, the Contractor will be required to adhere to all regulations, codes of practice and guidance notes published by the Department for Transport (DfT) in support of the TMA and NRSWA.

Z12.2 The Contractor will be responsible for Noticing of works or obtaining Permits to work, road safety at highway works and the execution and completion of works in accordance with the TMA and NRSWA.

Noticing

Z12.3 The Contractor is required to submit Notices in accordance with the regulations current at the time (draft or statutory) by using the electronic noticing system provided by the Employer.

Z12.4 Fixed Penalty Notices will be applied in accordance with the

guidelines/regulations current at the time and charges will be raised by the TMU external to this Contract.

Execution of Works

- Z12.5 The Contractor is required to comply with the current Codes of Practice 'Safety at Street Works and Road Works' (The Red Book) and Chapter 8 of the Traffic Signs Manual.
- Z12.6 Site inspections will be carried out by the TMU, Highway Enforcement Officers (HEO) in accordance with the Street Works (Inspection Fees)(England) Regulations 2002 as amended.

Inspections

- Z12.7 Random Sample Inspections will be carried out by the HEO at a rate of up to 30% of the Tasks undertaken. No charges will be raised on the Contractor for the Inspections unless defects are identified from the Random Sample Inspections. Charges incurred will be charged in accordance with Sub Clause 4.4.
Ad Hoc inspections will also be carried out.
Inspections will include, but will not be exclusive to:
Sections 54, 55, 57 and 74 (NRSWA) – Noticing
Sections 65 (NRSWA) and 174 (HA1980) – Safety at Street Works and Road Works

Section 71 (NRSWA) – Materials, Workmanship and Standard of Reinstatement
Section 74 (NRSWA) – Charge for Occupation of the Highway where Works are Unreasonably Prolonged
- Z12.8 Charges will be raised where any defects are identified at the rate current at the time as published by the DfT. These charges will be raised external to the Contract by the TMU.

Z13 The Site Waste Management Plans Regulations 2008

Z13.1 Introduction

The Site Waste Management Plans Regulations 2008 came into force on 6th April 2008 and shall apply to contracts, depending on value, commencing after 1st July 2008. They have been formulated with the aim of reducing the amount of waste produced on construction sites and to prevent fly-tipping, thus increasing resource efficiency and encouraging more re-use and re-cycling of materials.

Z13.2 Requirements for all sites

Whilst the Contractor shall comply with these regulations and any related codes of practice for projects over £300,000, the Contractor shall maintain the same ethos regardless of contract value and shall re-cycle and reduce waste arising from the site wherever possible. Accordingly, as a minimum requirement for all sites, he shall appoint a waste management officer who will consider waste minimisation before the start of the contract, monitor and record all waste movements, prepare a brief report for submission at each progress meeting and will submit a final waste management report within 3 months of completion of the contract.

Z14 Equal Opportunities

- Z14.1 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 Equal Pay Acts 1970 and 1983, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Human Rights Act 1998 or other relevant legislation, or any statutory modification or re-enactment thereof.
- Z14.2 The Contractor shall take all reasonable steps to secure the observance of sub-clause 1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.
- Z14.3 The Contractor shall demonstrate to the Employer that it has a policy to comply with its statutory obligations under the legislation referred to above in sub-clause 1.
- Z14.4 If there should be any findings of unlawful discrimination made against the Contractor by any court or employment tribunal, or an adverse finding in a formal investigation by a Commission, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination.
- Z14.5 The Employer reserves the right to test the Contractor's equality performance through the life of the Contract. The Contractor shall cooperate with the Employer regarding the provision of data and/or access for site visits as reasonably required by the Employer.

Z15 Value Engineering

- Z15.1 The Contractor may submit written proposals to the Project Manager for acceptance by the Employer to change the Works Information which if implemented will in the Contractor's opinion:
- reduce the Prices or
 - enhance the quality or durability of the works or
 - improve the efficiency of carrying out the works or
 - reduce the cost to the Employer of maintaining the works
- Z15.2 The Contractor includes with his proposals
- the value of any saving that will arise
 - the effect if any on the Accepted Programme
 - proposed changes to the Prices
 - a revised priced Activity Schedule
- Z15.3 If the Employer accepts the Contractor's proposal the Project Manager gives an instruction to the Contractor within 21 days which changed the Works Information. The Prices are changed accordingly.
- Z15.4 If the total of the Prices is reduced the Contractor is paid a sum equivalent to 50% of the value of the savings. This amount is included in the assessment following the Project Manager's instruction to change the Works Information.

Z16 Failure to provide insurance documentation

No compensation event will arise if the Starting Date is changed as the result of the Contractor failing to provide full insurance details in accordance with the requirements of the contract. The Completion Dates, Key Dates and the Prices are not changed.

Z17 Considerate Constructors Scheme

Z17.1 The Contractor:

- registers the Site under the Considerate Constructors Scheme
- complies with the Considerate Constructor Scheme's Code of Considerate Practice in providing the Works

Z18 Delay to first Access Date

If the Employer does not allow access to and use of the Site by the later of the first access date stated in Contract Data Part one and the date shown on the Accepted Programme the resultant compensation event shall be valued at the rate per week or part thereof stated in Contract Data Part two, to which is added the fee, provided always that such delayed access does not exceed 6 weeks. The Completion Dates are changed by the amount of the delay. If access and use is denied for more than 6 weeks then the compensation event shall be assessed in accordance with core Clause 63.

Z19 Confidentiality

The Contractor and his employees shall keep confidential any information contained in any material provided to the Contractor by the employer or prepared by the Contractor pursuant to the Contract and shall not make use of

Z20 Data Protection Act 1998

The Contractor shall comply in all respects with the provisions of the Data Protection Act 1998 and will indemnify the Employer against all actions, costs, expenses, claims, proceedings and demands which may be made or brought against the Employer for breach of statutory duty under the Act which arises from the use, disclosure or transfer of personal data by the Contractor or his servants or agents.

**Z21 Contract Price Fluctuations
Civil Engineering Work**

From 12 months after the Date of Commencement for the second year and subsequent years of the contract period, the rates contained in the Bill of Quantities of the Tender documents shall be increased or decreased on the Review Dates by a factor calculated using the following sub-clauses, unless otherwise stated.

- (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(4) (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 the Stationery Office in the Monthly Bulletin of Indices “1990 Series Civil engineering Formula Indices” and “1990 Series Structural Steelwork Formula Indices”

- (a) the Index of Labour and Supervision (Index 1)
- (b) the Index of providing and maintaining Contractor’s Equipment (Index 2 – Plan and Road Vehicles)
- (c) the Indices of 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.

(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 to be applied in respect of any certificate issued or due to be issued by the Engineer pursuant to Clause 60 and shall be the appropriate Final Index Figure applicable to the date 42 days prior to each review date
- (d) ‘Review Date’ shall mean 12 months after the date of Commencement of Contract

Provided that in respect of any work the value of which is included in any such certificate and which work forms part of a Section for which the due date (or extended date) for completion of the date certified pursuant to clause 48 of completion of such Section precedes the last day of the period to which the certificate relates the Current Index figure shall be the Final Index Figure applicable to the date 42 days prior to whichever of these dates is the earliest

- (e) The ‘Effective Value’ in respect of the whole or any Section of the Works shall be the difference between
 - (i) the amount which in the opinion of the Engineer is due to the Contractor under Clause 60(2) (before deducting retention) or the amount due to the Contractor under Clause 60(4) (but in each case before deducting sums previously paid on account) less any amounts for Dayworks Nominated Sub-contractors or any other items based on actual cost or current prices and any sums for increases or decreases in the Contract Price under this Clause and

- (ii) the amount calculated in accordance with (i) above and included in the last preceding interim certificate issued by the Engineer in accordance with Clause 60

Provided that in the case of the first certificate the Effective Value shall be the amount calculated in accordance with sub-paragraph (i) above.

- (3) The increase or decrease in the amounts otherwise payable under Clause 60 pursuant to sub-clause (1) of this Clause shall be calculated by multiplying the Effective Value 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) 0.19 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 (Index 1)
 - (b) 0.12 in respect of costs of provision and use of Contractor's Equipment which shall be subject to adjustment by reference to the Index referred to in sub-clause (1)(b) of this Clause (Index 2)
 - (c) the following proportions in respect of the materials named which shall be subject to adjustment by reference to the relevant indices referred to in sub-clause (1)(c) of this Clause
 - 0.04 in respect of Aggregates (Index 3)
 - 0.01 in respect of Bricks and Clay Products (Index 4)
 - 0.02 in respect of Cements (Index 5)
 - 0.02 in respect of Ready Mixed Concrete (Index 6)
 - 0.00 in respect of Cast and Spun Iron Products (Index 7)
 - 0.00 in respect of Plastics Products (Index 8)
 - 0.46 in respect of Coated Macadam and Bituminous Products (Index 9)
 - 0.03 in respect of Fuel for plant to which the DERV Fuel Index will be applied (Index 10)
 - 0.01 in respect of Fuel for plant to which the Gas Oil Fuel Index will be applied (Index 11)
 - 0.0 in respect of Timber (Index 12)
 - 0.0 in respect of Steel for Reinforcement (Index 13)
 - 0.0 in respect of Metal Sections (Index 14)
 - 0.0 in respect of Sheet Steel Piling (Index 15)
 - 0.0 in respect of Structural Steelwork Materials for Civil Engineering Works (Index S3)
 - (d) 0.10 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

APPENDIX A – SPECIAL REQUIREMENTS

Special Requirements in relation to statutory/privatized bodies

British Telecommunications Plc

Virgin Media

Environment Agency

South West Water Services Limited

Western Power Distribution

Wales & West Utilities Limited

The Department for Environment, Food and Rural Affairs

SPECIAL REQUIREMENTS IN RELATION TO BRITISH TELECOMMUNICATIONS plc

1. In this Special Requirement the following terms shall have 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, 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, owned, leased or rented by the Company, within the Site with the Company Representative, who can be contacted at the following point:

Telephone: 0800 9173993
3. Where such details show that the Contractor's works or movement of plant or equipment may endanger the Apparatus of the Company, the Contractor must give the Company Representative at least 7 days written notice of the date on which it is intended to commence such works or 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 Company Apparatus, particularly surface running cabling, is adequately protected from damage and such protective measures shall be approved by the Project Manager/Supervisor.
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 Company 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 Company 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 Company 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 work. The Contractor should note that the normal depth of cover for Company 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 Project Manager/Supervisor for the protection of Company Apparatus and such actions that follow from the Project Manager/ Supervisor'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 Company Apparatus and ducts, the Contractor should have particular regard to the possibility of reduced cover and the encountering of such Company Apparatus and ducts at depths of cover less than that given in (a) and (b) above.

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

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

- (i) Pile driving equipment within 10.0 m of Company Apparatus
- (ii) Explosives within 20.0m of Company Apparatus
- (iii) Laser equipment within 10.0m of Company Apparatus

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

8. All Company manhole, joint box 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, must be maintained at all reasonable times. The Contractor should 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 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 of the Company. The Company Representative shall be given reasonable access to all Company Apparatus and chambers when required.
10. In the event of any damage whatsoever to Company Apparatus the Contractor shall immediately inform the Project Manager/Supervisor and report the occurrence immediately by contacting the Company as follows:

Telephone: 0800 917 3993 (24 hours/day)

11. The above requirements do not relieve the Contractor of any of his obligations under the Contract.
12. British Telecommunications work will be carried out in accordance with British Telecommunications specification LN 139, LN 320B and drawings specified in the contract.

SPECIAL REQUIREMENTS IN RELATION TO VIRGIN MEDIA

1. In this Special Requirement the following terms shall have meanings assigned to them:
 - (a) 'Company' means Virgin Media
 - (b) 'Company Representative' means the staff of Virgin Media or its Authorised Representatives and Agents.
 - (c) 'Apparatus' means all surface or sub-surface equipment and plant including any associated cabling and/or ducting, leased or rented by Virgin Media

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, owned, leased or rented by the Company, within the Site with the Company Representative, who can be contacted at the following point:

Name: Alan Rainford
Address: Head of Contracts & Streetworks Group
Virgin Media
Neptune Point
Unit 2, Vanguard Way
Cardiff, CF24 5PJ

Email: Alan.Rainford@virginmedia.co.uk
Telephone: 02920 305 252

3. Where such details show that the Contractor's works or movement of plant or equipment may endanger the Apparatus of the Company, the Contractor must give the Company Representative at least 7 days written notice of the date on which it is intended to commence such works or 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 Company Apparatus, particularly surface running cabling, is adequately protected from damage and such protective measures shall be approved by the Project Manager/Supervisor.

4. The Contractor shall take particular care in relation to the protection of Company 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 Company Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract.

5. When excavating around, moving or backfilling around Company 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 work. The Contractor should note that the normal depth of cover for Company Apparatus and ducts is as follows:-
 - (a) In carriageways 450mm, which is to be maintained
 - (b) In footways 250mm, which is to be maintained

Where the 450/250mm depth of cover cannot be maintained the Contractor shall carry out the instructions of the Project Manager/Supervisor for the protection of Company Apparatus and such actions that follow from the Project Manager/ Supervisor'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 Company Apparatus and ducts, the Contractor should have particular regard to the possibility of reduced cover and the encountering of such Company Apparatus and ducts at depths of cover less than that given in (a) and (b) above.

6. All excavation adjacent to Company Apparatus is to be carried out by hand until the exact extent and/or location of Company Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.0m of Company Apparatus without the supervisory presence of a Company Representative. To prevent any movement of Company Apparatus during excavation, close sheeted protection shall be used as directed by the Project Manager/Supervisor if:
 - (a) Excavation is deeper than the depth of cover of adjacent Company Apparatus
 - (b) Excavation is less than 1.0m of Company Apparatus in stable ground
 - (c) Excavation is within 5.0m of Company Apparatus in poor ground

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

- (i) Pile driving equipment within 10.0 m of Company Apparatus
- (ii) Explosives within 20.0m of Company Apparatus
- (iii) Laser equipment within 10.0m of Company Apparatus

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

7. All Company manhole, joint box 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, must be maintained at all reasonable times. The Contractor should 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.
8. The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under 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 of the Company. The Company Representative shall be given reasonable access to all Company Apparatus and chambers when required.
9. In the event of any damage whatsoever to Company Apparatus the Contractor shall immediately inform the Project Manager/Supervisor and report the occurrence immediately by contacting the Company as follows:

Telephone: 0870 8883113 or 0800 4080088
Fax: 01698 322214

10. The above requirements do not relieve the Contractor of any of his obligations under the Contract.

SPECIAL REQUIREMENTS IN RELATION TO THE ENVIRONMENT AGENCY

1. In this Special Requirement the following terms shall have meanings assigned to them:
 - (a) 'The Agency' means the Environment Agency
 - (b) 'The 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 familiarise yourself.
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. 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: Devon Area Flood Defence Manager
Environmental Agency
South West Region
Exminster House
Miller Way
Exminster
EXETER, EX6 8AS

Telephone: 08708 506506 (outside office hours this will be directed to a 24 hour Control Centre)

Fax: (01392) 201063
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 flood bank 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

flood bank 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 flood bank 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 flood bank until such times as reinstatement of the original flood bank 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 to 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 flood plain area whose surface level is higher than the existing flood plain ground level. Upon the completion of the Works all such Temporary Works shall be removed and the flood plain reinstated to the satisfaction of the Agency's Representative.
11. The Contractor SHALL NOT at any time store or stockpile on the flood plain area equipment and/or materials that will float or contaminate a Watercourse in the event of the flood plain 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 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 10METRES, 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%, with a sealed drainage system with no discharge to an 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 refuelling of machines shall be strictly controlled and confined to a location as far as reasonably possible from any Watercourse.
- (e) Providing for silted or discoloured 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 unauthorised 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 plant 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 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 in fording a Watercourse does not leak, or is not 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 authority, and then OMLY under such conditions and restrictions as the Agency's Representative and the sewer authority 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 arisings 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 salmonid 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 Watercourses. Any arisings shall be disposed of as directed by the Agency's Representative.
- (q) Ensuring that surface water drains are not contaminated by any debris or other arising 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 Project Manager/ Supervisor, and shall immediately carry out 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 flood plain 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 Statutory and/or Regulatory body, use explosives in or adjacent to any Watercourse property or premises for which the Agency is responsible. (Permission will ONLY be granted by the Agency for such use 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 Watercourses 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 that was 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 0.5 metres, 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 written warning as specified by the Agency's Representative, to be sited 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 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 Project Manager/Supervisor, 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 full 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 two metres with adequate fencing to each side, which shall be smoothly surfaced with 75mm of ashes, or 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 3.5 metres 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 from which the Agency is responsible and shall, subject to the approval of the Project Manager/Supervisor, 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, topsoiled, seeded and/or turfed as appropriate.
24. Except where otherwise provided for in the Contract, all property and premises for which the Agency is responsible that have been affected by the Works 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.

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, and/or any incident of fish kill:
 - (a) IMMEDIATELY inform the Agency, the Project Manager/Supervisor 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 land-slope and apparent direction of flow of water 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 land-slope and apparent direction of flow 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 SOUTH WEST WATER SERVICES LIMITED

REQUIREMENTS TO BE MET BY PERSONS CARRYING OUT WORKS NEAR TO WATER MAINS AND SEWERS

The procedure required by the New Roads and Streetworks Act 1991 must be adhered to.

1. The precise position of water mains must be ascertained by hand digging trial holes after first contacting the Local District Office who will give such information as is available as to general location of the mains in the District. No liability is accepted for the accuracy of any information given as to the position or existence of mains and sewers.
In particular service pipes and drainage connections are not shown on mains records but their presence should be anticipated and precautions taken to avoid damage.
2. The requisite Notice must be given to the local District Office before any works are carried out in the vicinity of water mains and sewers or which involve adjusting covers and frames to sewers, except in cases of emergency when the local District Office should be contacted as soon as possible. For all contacts including emergencies outside of normal office hours telephone 0800 169 11 44.
3. All excavation around and within 2 metres of the water mains and sewers must be carried out by hand and mechanical excavation will not be permitted, unless express prior written approval has been obtained.
4. Concrete haunches or surrounds to water mains or sewers must not be disturbed without prior consent from the District Office.
5. Before backfilling, the mains and sewers will be inspected and any flaws or damage to the main or its wrapping which is found will be repaired by South West Water. All such flaws or damage must be immediately reported to the Local District Office as soon as they are discovered. The carrying out of such repairs by the District shall not affect the question of liability should any damage found have resulted from the acts of the Undertakers, their Contractors, their Servants or Agents.
6. No piling is to be carried out in the immediate vicinity of mains and sewers unless express prior written approval has been obtained from the District Office.
7. Approved backfill will be used immediately around and over the mains and sewers to a minimum cover of 300mm and the remainder of the backfill shall be to the appropriate Highway Authority Model Agreement Specification.
8. Both the existing main or sewer and the new works shall be suitable supported to prevent future settlement and any subsequent damage to equipment.
9. Ground adjacent to concrete thrust blocks supporting the main(s) or sewer(s) must not be disturbed.
10. Adequate support must be given to all water mains and sewers where these are likely to be undermined and to all trenches in the vicinity of these during the progress of the works.
11. No apparatus shall be laid on nor over any land within 300mm measured horizontally from any part of a water main or sewer or other apparatus belonging to the Company. Provided always that this cause shall not prevent any pipe cable or other conducting medium being laid at an angle of between 45° - 90° across the line of the Company's apparatus with a vertical clearance in excess of 300mm. In exceptional circumstances

this clause may be varied or deleted with the prior written consent from the District Office.

12. The local District Office must be consulted before any work representing an increased risk to the integrity of the mains or sewer (e.g. piling, use of explosives, thrust boring, pipe bursting, etc.) is carried out.
13. Facilities for inspecting all work carried out shall be given to the Local District Office with adequate notice.

LEAKAGE/PIPE COLLAPSE

In the event of a leak or pipe collapse occurring, the appropriate District Office must be contacted immediately.

South West Water Services
Peninsula House
Rydon Lane
Exeter
EX2 7HR

For all contacts including emergencies outside normal office hours telephone:
0800 169 11 44

SPECIAL REQUIREMENTS IN RELATION TO WESTERN POWER DISTRIBUTION

1. For the purpose of this Special Requirement the following terms shall have the meanings assigned to them:
 - (a) "Company" means Western Power Distribution or its successors and assigns.
 - (b) "Company Representative" means the Chief Civil Engineer for 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 on the following telephone number depending on the area

East Devon	Telephone: 01392 352549
Tiverton	Telephone: 01392 352564
Exeter and Okehampton	Telephone: 01392 352561
Teign Valley	Telephone: 01392 449441
South Devon	Telephone: 01392 449434
North Devon	Telephone: 01392 449490 / 449497

- Any damage is to be reported on the following telephone number:-

Telephone: 0800 365 900 (emergency service)

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 Company Electricity Cable(s) Plant or Equipment is adequately protected from damage and such protective measures shall be approved by the Project Manager/Supervisor.

4. The work shall be carried out in conformity with the Requirements of the Health and Safety Executive Guidance Notes:-
 - (i) No. GS6 "Avoidance of Danger from Overhead Electric Cables"
 - (ii) 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 "PROTECTED 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) of the Company 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 or 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 the "Prohibited Space" the Contractor shall give the

Company representative not less than fourteen 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 Cables during the period of the Contract and 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. The above requirements do 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 WALES & WEST UTILITIES LIMITED

General Conditions to be observed for the Protection of Apparatus and the Prevention of Disruption to Gas Supplies.

General conditions affecting the design, construction or maintenance of services and/or structures or other works in the vicinity of Wales & West Utilities' plant, pipelines and associated installations:

These general conditions apply only to the gas apparatus and pipes operated by Wales & West Utilities. It is possible that there may be other gas transporters with apparatus in the vicinity and you should ensure that you have made enquiries of them and have complied with their requirements.

1. GRAPHIC REPRESENTATION OF GAS MAINS

Any plans supplied or marked up by Wales and West Utilities will indicate the APPROXIMATE location of its apparatus. This information is provided as a general guide only; its accuracy cannot be guaranteed and is given without obligation or warranty. Service pipes are not shown but their presence should be anticipated. No liability whatsoever is accepted by Wales & West Utilities, its agents or servants for any error, omission, discrepancy or deviation.

Should you require assistance on site locating Wales and West Utilities' apparatus, please contact our Plant Protection Team on 01179 536715.

2. METHODS OF WORKING

The following methods of work shall not normally be permitted within the limits of distance indicated (relative to the established pipe position). Any variances must have prior consent from Wales & West Utilities:

Mechanical Excavation	3m (1m in respect of low pressure mains)
Piling/Pile removing/Boring	15m Hydraulic Testing 8m
Welding or other hot works involving naked flame*	15m Explosives 250m

Wales & West Utilities must be consulted prior to carrying out any excavation work within 10m of any above or below ground gas installations or pipeline. No excavation works may commence within 50m of a High Pressure or Very High Pressure Pipeline unless the pipeline has been located by tracing and its precise route identified.

*NOTE: Welding or other hot works involving naked flames shall be carried out at a safe distance to the satisfaction of a Wales & West Utilities Engineer. A check should be made prior to the commencement of works, to ensure a gas free atmosphere exists. It is also necessary to monitor the atmosphere at regular intervals for the duration of the works. In no case shall such activities take place in any Wales and West Utilities Easement without the written consent, and in the presence, of a Wales & West Utilities representative.

No work shall be undertaken near, nor heavy plant or equipment moved over, any gas pipeline or apparatus until all of the following conditions have been complied with.

Where Wales and West Utilities have apparatus in the vicinity of your work, any damage to it could have serious consequences. In view of this and in the interests of safety a meeting should be arranged before the commencement of work on site between Wales and West Utilities representatives, representatives of the promoting authority, the contractors and any other interested parties. At this meeting the suggested programme of site works and plant safety should be discussed. It is essential that this meeting is convened well in advance of

commencement on site. Access to Wales and West Utilities' plant and facilities for inspection by Wales and West Utilities staff must not be affected. Where formal consent has been given, A MINIMUM OF SEVEN DAYS NOTICE IS REQUIRED before carrying out work in Wales and West Utilities easements, or the appropriate notice under the New Roads & Street Works Act where existing plant is situated within the public highway.

3. PROXIMITY OF OTHER PLANT

A minimum clearance of 600 millimetres (mm) should be allowed between all plant being installed and an existing gas main operating above medium pressure (MP), whether the adjacent plant is parallel to or crossing the gas pipe. For mains operating at MP or below, this distance can be reduced to 300mm.

NO APPRATUS SHOULD BE LAID OVER AND ALONG THE LINE OF A GAS PIPE
IRRESPECTIVE OF CLEARANCE

No manhole or chamber shall be built over or around a gas pipe and no work should be carried out which results in a reduction of cover or protection over a pipe without consultation with and the agreement of Wales and West Utilities staff.

4. PROTECTION

Where any works cross or run in close proximity to Wales and West Utilities apparatus, periodic visits must be made by a linesman. His requests for protection or support to the apparatus shall be immediately observed.

Suitably designed crossing points are to be constructed to the satisfaction of a Wales and West Utilities Engineer. These crossing points shall be clearly indicated by the erection of buntings and crossings at other places should be prevented.

Backfill material adjacent to Wales and West Utilities apparatus shall be soft fill or sand, containing no stones, bricks or lumps of concrete etc., placed to a minimum 150mm around the mains and is to be well compacted by hand. No power consolidation shall take place above the main until 300mm of soft fill has been compacted by hand.

5. DAMAGE TO COATINGS

Where a gas pipe is coated with special wrapping and this is damaged, even to a minor extent, Wales and West Utilities must be notified so that repairs can be made to prevent future corrosion and subsequent leakage.

WHERE MINOR DAMAGE TO COATING IS REPORTED TO WALES AND WEST UTILITIES PRIOR TO BACKFILL THE NECESSARY REPAIR WILL BE MADE FREE OF CHARGE.

6. CATHODIC PROTECTION

Where Wales and West Utilities apparatus is cathodically protected either by sacrificial anode or impressed current and where new apparatus is to be laid and is to be similarly protected, Wales and West Utilities will require to carry out interaction tests to determine whether its own system is adversely affected. The cost of any mutually agreed remedial action will be recharged to the authority installing the new apparatus. If any bond wires, test leads etc., used in connection with cathodic protection systems are damaged or found to be in poor condition, broken or disconnected, Wales and West Utilities must be notified prior to backfilling so that a repair can be made.

7. HOT WORKS

Even when a gas free atmosphere exists care must be taken when carrying out hot works in close proximity to gas plant in order to ensure that no damage occurs. Particular care must be taken to avoid damage by heat or naked flames to plastic gas pipes or to the protective coatings on other pipes.

8. DEMOLITION

Live gas services must be disconnected PRIOR to demolishing any property, arrangements must be made for Wales and West Utilities to check for the presence of any live gas services.

9. TREE PLANTING

Wales and West Utilities must be contacted prior to all tree planting works above or near our apparatus. Further information can then be made available.

10. DEEP EXCAVATIONS

Any work involving deep excavations (1.5m or more) will be subject to the "Model Consultative Procedure for Pipeline Construction involving Deep Excavations". This may require the diversion of Wales and West Utilities' apparatus prior to the commencement of works. Detailed plans and cross sections will be required in order to determine the effect of these works on Wales and West Utilities' apparatus.

11. LEAKAGE FROM GAS MAINS OR SERVICES

If damage or leakage is caused or an escape of gas is smelt or suspected the following action should be taken at once:-

- Remove all personnel from the immediate vicinity of the escape.
- Inform the Gas Emergency Service on 0800 111 999
- Prevent any approach by the public, prohibit smoking and extinguish all naked flames or other sources of ignition for at least 15 metres from the leakage
- Assist gas personnel, Police and/or Fire Services as requested.

IN THE EVENT OF A LEAK OBSERVE THE ABOVE BUT DO NOT ATTEMPT TO SEAL THE LEAK REMEMBER – IF IN DOUBT, SEEK ADVICE FROM WALES AND WEST UTILITIES.

12. BUILDING PROXIMITIES

There are minimum proximity distances for buildings from Wales and West Utilities' mains depending on both the operating pressure and the material of the main. Advice should be sought from Wales and West Utilities prior to building works taking place to confirm these distances.

13. SITE RESPONSIBILITIES

All costs incurred by Wales and West Utilities for the repair of direct or consequential damage to gas plant will be rechargeable (with the exception of paragraph 5). Wales and West Utilities reserves the right to divert any affected apparatus or alternatively specify suitable protection of its apparatus if proved necessary during the course of site works, the cost of which will be chargeable.

The above requirements do not relieve you of the responsibility of taking all precautions

necessary to safeguard the Company's plant and to avoid risk to persons and property. The persons for whom the works are being undertaken, their servants, agents and contractors shall indemnify Wales and West Utilities servants, agents and contractors against any loss, damage, expenses, claims and actions incurred or brought against Wales and West Utilities, its servants, agents and contractors in consequence of the provision of these works and activities associated therewith or ancillary thereto.

KEY TO MAPS

LP	Low Pressure	CI	Cast Iron
MP	Medium Pressure	SI	Spun Iron
IP	Intermediate Pressure	DI	Ductile Iron
HP	High Pressure	PE	Polyethylene
		ST	Steel

7. Notwithstanding any other provisions within the Contract the Contractor shall take all necessary precautions to ensure that streams, ditches and water troughs are not polluted as a result of the carrying out of the Works and that ditches and drainage outfalls are adequately protected from damage pollution and/or silting to the satisfaction of the Project Manager/Supervisor.
8. The Contractor shall ensure that litter and/or debris resulting from the Works is not left or allowed to accumulate on or adjacent to the Site in areas accessible to livestock. The Contractor should particularly make every effort to remove discarded foodstuffs remaining from human consumption - these may carry infectious agents harmful to livestock.
9. the Contractor shall ensure that all gates are kept closed and appropriately secured and shall make every effort to avoid damage to fences, hedges, trees and walls in order to prevent livestock from straying. Where such damage to fences, hedges, trees and walls in order to prevent livestock from straying. Where such damage does occur, the Contractor shall take immediate action to secure any resulting breach from the penetration and/or escape of livestock and immediately thereafter notify the Project Manager/Supervisor who shall consult the owner/occupier as appropriate.
10. In addition to the above requirements the contractor shall take particular note of the following:

Brucellosis Accreditation

The contractor shall take all necessary precautions to protect the Brucellosis Accreditation of farmers whose stock herds are listed by DEFRA in the "British Register of Brucellosis Accredited Herds". The list may be inspected at the DEFRA Divisional Office.

Such precautions shall include, but not be limited to, the provision by the Contractor at each entry or exit to such land, appropriate arrangements for disinfecting all footwear and vehicles upon entry or exit from such land to the satisfaction of the Project Manager/Supervisor. He shall ensure that all footwear and vehicles are cleansed of all dirt and mud before disinfecting with a clean disinfectant, regularly replenished at the correct dilution and which carried a valid citation on the label certifying approval by the Department of the Environment, Food and Rural Affairs.

The Contractor shall strictly comply with any restrictions and/or precautions relating to the movement of soil which may be requested by the Department of the Environment, Food and Rural Affairs in the interests of restricting the spread of crop diseases such as:

Rhizomania	(affecting beet)
Red Core Disease	(affecting strawberries)
Wart Disease	(affecting potatoes)
Verticillium Wilt	(affecting hops)
Cyst Nematodes	(affecting potatoes/beet)

With regard to any Notifiable diseases of animals or poultry which may be present in the United Kingdom at the time of the Works:

Should an outbreak of any of the above highly infectious diseases occur in the area the Contractor and/or any sub-contractor employed by him shall not enter further upon any land and shall immediately inform the Project Manager/ Supervisor and request instructions. The Project Manager/Supervisor shall consult with and seek instructions immediately from the DEFRA Representative.

Carcass Burial Pits

Such pits contain the remains of animals which have been slaughtered for the purposes of containing some diseases (particularly Foot and Mouth, but occasionally Anthrax). Unauthorised exhumation of such carcasses is illegal. Where there is prior knowledge that Carcass Burial Pits may exist in the area of the Works the DEFRA agency, Animal Health may be able to offer assistance in their location. However, if during the course of the Works a Carcass Burial Pit is encountered by the Contractor or any sub-contractor employed by him all work shall cease at that location and the Contractor shall appropriately secure that area of the Site against access and immediately inform the Project Manager/ Supervisor and request instructions. The Project Manager/Supervisor shall consult with and seek instructions immediately from the DEFRA Representative.

11. The above requirements do not relieve the Contractor of any of his obligations under the Contract.

SPECIAL REQUIREMENTS IN RELATION TO TORBAY COUNCIL (AS LOCAL HIGHWAY AUTHORITY)

In this Special Requirements the following terms shall have the meanings assigned to them:-

- (a) 'Highway Authority' means Torbay Council.
- (b) 'Highway Authority's Representative' means the Group Engineer (Highways) SWISCO Ltd.
- (c) 'Highway Authority's Engineer' means the Head of Highways and Street Services for the time being of SWISCO Ltd.

When undertaking works in connection with any Public Highway a Contractor shall comply with the following:-

1. SAFETY OFFICERS

The Contractor shall inform the Highway Authority's Representative in writing within two days of the start of the Works, of the names of the responsible persons resident on the Site who will be undertaking the duties of Safety Officer and Safety Supervisor on Site.

2. TRAFFIC MANAGEMENT AND CONTROL

The Contractor must ensure that all works on or affecting the highway are supervised by a person certified as being competent in the signing, guarding and lighting of such works.

At least one person holding such a certificate is to be present on site at all times during the progress of the works.

The certificate of competence referred to above shall be issued by a Training

Centre or other appropriate organisation approved by the Highway Authority's Engineer.

Prior to the commencement of the works, the Contractor shall submit to the Highway Authority's Representative details of certificated operatives, stating the Training Centre or other organisation responsible for the issue of the certificate, the certificate number and the issue date of the certificate.

3. CONTRACTOR TO BE ON CALL

The Contractor shall supply the Highway Authority's Representative with the name, address and telephone number of a person and his deputy who can be contacted at any time during the day or night and who will be in a position to put into immediate effect any measures necessary to ensure the safety of the Public.

4. ACCESS TO FIRE HYDRANTS

The Contractor shall ensure that the access to any fire hydrant within the limits of the Works is maintained at all times and under no circumstances shall any hydrant or its marker plate be permanently covered or obstructed.

5. HIGHWAY VERGES

The Contractor shall not use any highway verge for the purposes of operating plant, machinery or the storage of materials, without first obtaining the consent of the Highway Authority's Representative in accordance with Sections 171 and 181 of the Highways Act 1980. Such consent may be withheld or granted conditionally.

Special verge sites that have protected flora and fauna exist at various locations throughout the Country lists of which are available to Tenders from the Engineer.

Torbay Council adopts particular management regimes for these special verges and the Contractor shall confirm with the appropriate Highway Authority's Representative at least 7 days before his intention to commence the Works whether any special verge is affected. Subject to the above permission being granted, the contractor shall agree to any measures required to avoid damage to such special verges.

6. TRAFFIC SENSITIVE STREETS

Certain works ordered by the Engineer's Representative on the Roads in Torbay will have restricted working during times between 0.700 hrs and 19.00 hrs Monday to Fridays in compliance with the requirements of Traffic Sensitive Streets.

Any restricted working will be identified on site instructions issued by the Engineer's Representative and will generally be of the following:-

No works affecting traffic flows to be undertaken on Mondays to Fridays between:-

08.00 hrs and 09.30 hrs
16.30 hrs and 18.00 hrs

The permission of the Engineer's Representative will not normally be granted for Saturday, Sunday or Bank holiday working on sites where restricted working has been identified without additional restrictions being applied to these days.

7. ENVIRONMENTAL OFFICER

The Contractor shall inform the Engineer's Representative at the Works Centre in writing within two weeks of the start of the Contract the name of the responsible person to act as the Environmental Officer for the Contract whose principal duty is to ensure implementation of measures to comply with Environmental Statues.

**STRUCTURAL MAINTENANCE FOR
HIGHWAYS, PARKS & OPEN SPACES 2021 – 2024**

**NEC 3 OPTION B
PRICED CONTRACT WITH SCHEDULE OF RATES**

**CONTRACT DATA PART TWO
DATA PROVIDED BY THE CONTRACTOR**

