**THE JOINT AUTHORITIES OF**

**THE CORNWALL COUNCIL AND PLYMOUTH CITY COUNCIL**

**- and -**

**…………………………………………………..**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AGREEMENT**

**- relating to the -**

**Tamar Bridge Routine Maintenance and Inspection of Gantries Contract.**

**Incorporating**

**The NEC3 Option A**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LEGAL SERVICES

NEW COUNTY HALL

TREYEW ROAD

TRURO TR1 3AY

**THIS AGREEMENT** is made on the XX day of XXXXXXXX 2018

**BETWEEN**

**PARTIES**

(1) **THE CORNWALL COUNCIL** whose principal office is at New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY and **THE COUNCIL OF THE CITY OF PLYMOUTH** whose principal office is at Ballard House, West Hoe Road, Plymouth, PL1 3BJ (jointly the *“Employer*”)

 AND

(2) ……………………………………………………………………………whose registered office is,

 ……………………………………………………………………………………………………………………….

 and Company Registration Number is ………………………………………………………. (the “*Contractor*”)

**RECITALS**

(A) The *Employer* wishes to appoint the Contractor to carry out the following *works*: The works for the Tamar Bridge Routine Maintenance and Inspection of Gantries Contract, for which the *Employer* has submitted to the *Contractor* its Works and Services Information.

(B) The Contractor has submitted its tendered offer dated [insert date], which the Employer accepted on [insert date standstill expired] pursuant to a letter dated [insert date of award letter].

**OPERATIVE PROVISIONS**

1. **Definitions and Interpretation**

In this Agreement unless the context otherwise requires, words and expressions shall have the same meaning as set out in the Conditions.

1. The Conditions of Contract are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Option X2, X7, X15, X16, X18, Y(UK)2, Y(UK)3 and Z of the NEC3 Engineering Construction Contract April 2013 Edition, as amended 2016.
2. **Agreement**

3.1 In consideration of the Price of [insert price in figures and words], as may be adjusted in accordance with Conditions, the Contractor hereby covenants with the Employer to Provide the Works and Services in accordance with this Agreement.

3.2 The documents forming this Agreement are:

* The Conditions of Contract;
* The Contract Data Part One (including Appendices (**Volume 1**) and the Contract Data Part Two (**Volume 2**);
* The Works And Services Information consisting of the Employer’s Requirements (**Volume 3**), Annexes to the Employer’s Requirements (**Volume 3**) Specification (**Volume 3**) and the Drawings (**Volume 3**) and
* The Site Information (**Volume 3**)

3.3 The several documents forming this Agreement are to be taken as mutually explanatory of one another.

3.4 Where there is any conflict or inconsistency between the documents forming this Agreement, such conflict or inconsistency shall be resolved according to the following order of priority:

 a) this Agreement;

 b) the Contract Data Part One and Contract Data Part Two;

 c) the Conditions of Contract;

 d) the additional conditions of contract under Option Z;

 e) the Works and Services Information; and

 f) any other document forming part of the Contract.

**4. Disputes**

Any dispute or difference or question arising out of or in connection with the Contract shall be resolved in accordance with the Conditions.

In witness whereof the parties have executed this Contract as a deed the day and year first above written

Executed on behalf of

**THE CORNWALL COUNCIL** and **PLYMOUTH CITY COUNCIL**

Through their Delegated Authority by:

………………………

Authorised Signatory

………………………

(Print Name)

……………………….

(Title)

………………………..

(Date)

Executed on behalf of

***CONTRACTOR NAME***

Through their Delegated Authority to sign, on behalf of the Contractor Organisation, an Authorised Director or Company Secretary, by:

………………………

Authorised Signatory

………………………

(Print Name)

……………………….

(Title)

………………………..

(Date)

In the presence of

………………………..

Witness Name and Title

|  |
| --- |
| General Index of Documents Forming the Contract |
|  |
| Volume 1: Contract Data Part One |
|  |
| Volume 2: Contract Data Part Two |
|  |
| Volume 3: Specification Numbered Appendices  |

**CONTRACT DATA PART ONE**

**Tamar Bridge Routine Maintenance and Inspection of Gantries Contract.**

**NEC 3 OPTION A**

**CONTRACT DATA PART ONE**

**DATA PROVIDED BY THE EMPLOYER**

**CONTRACT DATA**

**Part one – Data provided by the Employer**

|  |  |
| --- | --- |
| **1 General** | * 1. The conditions of contract are the core clauses and the clauses for main Option A dispute resolution Option W2 and secondary Options X1, X2, X7, X15, X16, X18, Y(UK)2, Y(UK)3 and Z of the NEC3 Engineering and Construction Contract April 2013 (with amendments 2016).

1.2 Tamar Bridge Routine Maintenance and Inspection of Gantries Contract. 1.3 The Employer is The Cornwall Council County HallTruroTR1 3AY and Plymouth City CouncilBallard HouseWest Hoe RoadPlymouthPL1 3BJ  acting in their capacity as Joint Authorities.1.4 The Project Manager is Julian Urbans, Principal Engineer Cormac Consultancy Cornwall Council Western Group Centre  Radnor Road Scorrier Redruth TR16 5EH 1.5 The Supervisor is Richard Cole, Engineering Manager Tamar Bridge & Torpoint Ferry  Pemros Road  St. Budeaux Plymouth PL5 1LP1.6 The Adjudicator is to be appointed if deemed necessary by either the Contractor or the Employer.  1.7 The Works and Services Information consists of drawings, Specification (Volume 3), 1.8 The Site Information consists of information contained within Volume 3, |
|  | 1.9 The boundaries of the site are - “The 4 Maintenance Gantries and any associated ‘garaging’.” 1.10 The language of this contract is English.1.11 The law of the contract is the law of England and Wales, subject to the jurisdiction of the Courts of England and Wales.1.12 The period for reply is two calendar weeks except where stated otherwise. 1.13 The Adjudicator nominating body is the Institution of Civil Engineers.1.14 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.1.15 The following matters will be included in the Risk Register: None1.16 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.1.17 The Third Parties who have a right to enforce a term of this contract under the Contracts (Rights of Third Parties) Act 1999 are: Term person or organisation NONE |
| **3 Time** | 3.1 The starting date is 1April, 20183.2 The access dates are All areas of the site 1 April,20183.3 The Completion *date* is 31st March, 2023.3.4 The Contractor is to submit a first programme for acceptance within 2 weeks of the starting date.3.5 The Contractor submits revised programmes at intervals no longer than three months.3.6 Failure to complete an inspection, subsequent remedial action resulting from the inspection and certificated report within 2 weeks of the agreed programmed inspection date will result in payment of delay damages as detailed within 5.7, below. These damages will not be imposed if the delay is due to the procurement of parts or materials which cannot be sourced within 7 days due to supply constraints. |
| **4 Testing and Defects** | 4.1 The purpose of the contract is to carry out routine inspections and servicing of the electrical and mechanical installations on the four Tamar Bridge maintenance gantries, along with the two material hoists housed within the main towers along with the provision of reports and records of inspections of the work carried out. Inspection and servicing is to be carried out in accordance with the Specification contained within Volume 3 and the Gantry Maintenance Manual at quarterly, half yearly and annual intervals. Inspections at other intervals mentioned in the Maintenance Manual are to be carried out by other parties.4.2 Contract Period and First ServiceThe Contract period will be for a term of five years, commencing in April 2018, with an option on the part of either the Contractor or the Employer to determine the Contract at the expiration of each twelve month period, provided that three months written notice is given beforehand.At the expiry of the five year period the contract may be further extended by up to a further two years by negotiation.The Employer reserves the right to cancel the Contract at the end of the first six months if he considers the Contractor’s performance or workmanship has been unsatisfactory. Any concerns with the Contractor’s performance will be formally discussed with the Contractor before such action is taken.The first inspection and service visit will be a sixth monthly service as described in the Gantries Maintenance Manual.4.3 Contract Administration All correspondence for the day-to-day management of the Contract will be through the Bridge Engineering Manager. Meetings between the Contractor’s Supervising Engineer and the Clients Project Manager, Bridge Engineering Manager will take place at least six monthly in the Bridge Engineering Managers’ office adjacent to the Tamar Bridge. All correspondence is to be sent to:-Bridge Engineering ManagerTamar Bridge OfficeSt. BudeauxPlymouth, PL5 1LP |
| **5 Payment** | 5.1 The currency of this contract is the pound sterling (£).5.2 The assessment interval is 3 calendar months.5.3 The period within which payments are made is 30 days 5.4 The interest rate is 2 % per annum above the base rate in force from time to time at the National Westminster Bank.5.5 The retention free amount is nil. (Option X16)5.6 The retention percentage is nil**.** (Option X16)5.7 Delay damages are **£100 per day** (Option X7) 5.8 Each repair/renewal call is to be allocated a unique job number by the Contractor.Invoices will be passed for payment within 30 days of receipt provided they are correct and complete with the following supporting documentation:-a) Each invoice submitted for an inspection/service must be accompanied by a completed inspection checklist and report in the agreed format.b) Each invoice submitted for Priority renewal/repair (or routine renewal/repair) is to be submitted with details of the date, times of arrival & departure, name(s) of operative(s) in attendance at each visit and list of parts used/replaced. All copies of supplier’s invoices shall be attached.c) Each invoice (inspection or renewal/repair) will be deemed to be the final account for the work undertaken. Invoices should be submitted within 2 weeks of completing the works and services.d) Each invoice including electrical works breakdown must be submitted with a completed Test Certificate or other agreed document to record that the gantries have been checked for full functionality.5.8 Price Fluctuation (X1)The prices quoted in the tender will be fixed for the first two years of the Contract. Price Fluctuations for the third, fourth and fifth years will be based on the CPI percentage.  |
| **6 Compensation events** | 6.1 The place where weather is to be recorded is Plymouth Meteorological Station.6.2 The weather measurements to be recorded for each calendar month are* + the cumulative rainfall (mm)
	+ the number of days with rainfall more than 5 mm
	+ the number of days with minimum air temperature less than 0 degrees Celsius
	+ the number of days with snow lying at 09.00 hours GMT
	+ the number of hours where the maximum wind gust is greater than 60kph
	+ The weather measurements for the Meteorological Office weather station at Plymouth are supplied by the Met Office.
	+ The weather data are the records of past weather measurements for each calendar month which were recorded at Plymouth meteorological station are available from

 The Customer Centre The Met Office Fitzroy Road EXETER EX1 3PB Tel: 0870 900 0100Where no recorded data are available:* + Assumed values for the ten year return weather data for each weather measurement for each calendar month are: None assumed
 |
| **8 Risks and insurance** | 8.1 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 **£10,000,000.** 8.2 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 for any one event shall comply with statutory requirements.8.3 The *Employer* does not provide any of the insurances stated in the Insurance Table8.4 There are no additional Employer’s Risks  |
| **10 Additional Conditions of Contract** | The additional Z conditions of contract are given in 10.1 belowSpecial Operational Requirements, as required by the Tamar Bridge and Torpoint Ferry Joint Committee and the Environment Agency are provided at Annex A. |

**10.1 The key additional Conditions of Contract under option Z are those as highlighted here and explained below:**

Z1 Corrupt Practices

Z2 Principal Contractor

Z3 Goods Vehicles Operator’s Licence

Z4 Responsibility for Statutory Bodies

Z5 Named Key Persons

Z6 Accidents on Site

Z7 Recovery of Sums due from Contractor

Z8 Special Requirements of Statutory Bodies

Z9 Third Party Rights

Corrupt practices

Z1.1 Neither the Contractor nor anyone employed by him or acting on his behalf

1. offers or gives to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the Employer or for showing favour or disfavour to any person in relation to this contract or any other contract with the Employer, or
2. enters into this contract or any other contract with the Employer if, in connection with this contract or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge.

Z1.2 Any breach of the above prohibitions or the commission of any offence under the Prevention of Corruption Acts 1889 and 1916 or Bribery Act 2010 or the giving of any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972 by the Contractor or anyone employed by him or acting on his behalf (whether such breach or offence is with or without the knowledge of the Contractor) in relation to this or any other Contract with the Employer shall entitle the Employer to enter upon the Site under Clause 95 and expel the Contractor therefrom and thereupon the provisions of Clause 95 shall have effect as if such breach or offence as aforesaid were expressed in Clause 95.1 as a ground therefor. In that case the Contractor shall not be entitled to payments on the Contract or Contracts beyond those (if any) provided for by Clause 95. In addition to the costs and expenses recoverable by the Employer as provided for in Clause 95 the Employer shall also be entitled to recover from the Contractor any other costs or losses incurred by the Employer consequent upon such entry and expulsion under this Clause and to receive from the Contractor such sums as in the opinion of the Employer represent the amount or value of any gift consideration paid or agreed to be paid in breach of this Clause.

Z1.3 In every sub-contract of any part of the Works and Services the Contractor shall incorporate such provisions as will impose on the sub-contractor liabilities similar to those imposed on the Contractor by this Clause and such provisions as will entitle the Contractor to determine the sub-contract on terms equivalent to those contained in Clause 95. In the event of any breach by the sub-contractor of any such provision the Contractor shall without prejudice to any of his obligations under this Contract take action in accordance with the terms of the sub-contract to exercise his rights against the sub-contractor. Failure by the Contractor to take action shall be grounds for the exercise by the Employer of his right under Clause Z2.2 to enter the Site and expel the Contractor. When the Contractor exercises his rights against a sub-contractor in accordance with the Clause he shall make no claim nor agree to any claim being made on his behalf against the Employer in respect of any consequential delays and extra costs arising from the Contract.

Z1.4 Any dispute to the amount recoverable by the Employer from the Contractor under this Clause shall be settled in the manner provided by Clause 90.

|  |
| --- |
| WARNINGPlease note that the following warning applies in connection with contracts awarded to you by Cornwall Council.It is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever, as an inducement or reward to any officer of the Council. Additionally, such action by you would enable the Council to cancel all current and future contracts with you. |

Principal Contractor

Z2. The Employer appoints the Contractor to act as Principal Contractor for the purposes of the Construction (Design and Management) Regulations 2015.

Goods vehicles operator’s licence

Z3. Each goods vehicle used by the Contractor or his Sub-contractors in connection with the contract displays the vehicle licence disc relevant to the goods operator’s licence under which the vehicle is operated or, in the absence of an operator’s licence disc, the vehicle carries documentation giving the operator’s licence number, name and address.

Responsibility for Statutory Bodies

Z4.1 The Employer has assumed notice periods required by all Statutory Bodies for Tender purposes. Confirmed notice periods will only be available after the starting date. After confirmation, the Contractor allows in his Accepted Programme any notice period required by a Statutory Body in relation to any matters and measures under Clause Z4.2. Before confirmation, the risk of delay remains with the Employer.

Z4.2 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 Body;
* settles a specification for the measures which need to be taken and determines by whom those measures are to be taken with the Statutory Body;
* co-ordinates the taking of those measures and the execution of the works with the Statutory Body;

and the Employer as the Contractor’s principal pays the Statutory Body’s allowable costs in respect of these measures.

Z4.3 The Contractor:

* is responsible for ensuring the Statutory Body’s compliance with any agreement or arrangement entered into under Clause Z4.2
* indemnifies and keeps indemnified the Employer against:
* claims demands actions and proceedings;
* costs charges and expenses arising therefrom;
* loss of or damage to any property;
* increased cost of working or
* business interruption;

which may be brought or made by any Statutory Body in connection with such an agreement or arrangement including but not limited to the negligence or default of the Contractor.

Named Key Persons

Z5.1 Acceptance by the Employer of key persons stated in the Contract Data 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.

Z5.2 The Contractor employs the following key persons for this contract named in the Contract Data:

* the Contractor’s Project Director has overall responsibility for the management, planning and organisation of this contract
* the Contractor’s Site Agent/Project Manager is the most senior member of the Contractor’s professional personnel normally present on the site
* The Contractor’s Site Safety Officer is responsible for dealing with safety and protection against accidents of all persons employed by or contracted to the Contractor on the site and all other persons entitled to be on the site. This person is an appropriately qualified and experienced engineer with the authority to issue instructions and implement protective measures to prevent accidents and is exclusively appointed to this role
* The Contractor’s Quality Manager/Control Manager is responsible for implementing the Contractor’s Quality Plan on the site. The person appointed is suitably qualified and experienced to undertake this role. He is the main point of contact for the Project Manager/Supervisor on all quality issues. His role is not required to be an exclusive appointment and maybe combined with other duties on the site
* The Contractor’s General Foreman is responsible for carrying out control and coordination on the site as required by Contractor’s Site Agent.

Accidents on Site

Z6. The Contractor reports to the Project Manager/Supervisor details of any serious accident or fatality to any person employed by or contracted to him on the Site as soon as possible after an accident occurs.

Recovery of Sums due from Contractor

Z7. 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 after may become due to the Contractor under the contract or any other contract with the Employer.

Special Requirements of Statutory Bodies

Z8. The Contractor:

* takes these special requirements into account in order to Provide the Works
* acknowledges that the Employer does not warrant the accuracy or completeness of any data or information 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
* acknowledges that he neither has nor will have any claim of any kind against the Employer based upon the accuracy or completeness of any such data or information.

Third Party Rights

Z9. The parties do not intend that any person who is not a party to this contract should have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

**ANNEX A: SPECIAL REQUIREMENTS**

1. A statutory body is 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, alter, renew, reposition or remove such apparatus.
2. The Contractor complies at his own cost with all special requirements of statutory bodies whether or not set out below.

Contents Page No

Special requirements in relation to the

Tamar Bridge and Torpoint Ferry Joint Committee …………………………. 19

Environment Agency 22

**SPECIAL REQUIREMENTS IN RELATION TO TAMAR BRIDGE AND TORPOINT FERRY JOINT COMMITTEE**

1. Introduction

1.1 Operations undertaken by contractors on the Tamar Bridge can give rise to hazards to those engaged in the work and to others who may be working, standing or passing in the vicinity.

1.2 In an endeavour to secure a high standard of safety, the Undertaking requires all contractors to conduct their activities in a manner which accords with the Undertakings rules of safety. In furtherance of this policy the following rules have been devised to bring to the notice of contractors some of the more common hazards.

1.3 The undertaking is confident that observance of these rules will be no hindrance to the progress of work, but will assist in the avoidance of accidents.

1.4 It is a condition of the Terms of Contract that Contractors comply with these rules and their co-operation is therefore obligatory in carrying out the precautions laid down.

2. Definitions

2.1 “Contractor” means a firm or person who has agreed to carry out work on the Undertaking’s property or premises.

2.2 “Undertaking” means Tamar Bridge and Torpoint Ferry Joint Committee.

2.3 “Manager” means the Undertaking’s Manager or a responsible member of his staff at the site where the work is being carried out.

2.4 “Bridge or Duty Supervisor” means the Undertaking’s shift supervisor responsible for day to day traffic control on the Tamar Bridge.

3. Terms and Conditions of Contract.

3.1 The rules are deemed to be and shall be incorporated in and form part of the Contract of any contractor engaged in any part of the Undertaking’s property.

3.2 Where there is a written contract drawn up and these Rules conflict with that written contract, the Terms and Conditions of the written contract shall prevail.

4. Enforcement

4.1 The contractor shall ensure that these rules are strictly observed by himself and any sub-contractors either direct or indirect.

5. Legal Requirements

5.1 The contractor shall, in accordance with the Contract Conditions, ensure that any work carried out conforms to the requirements of all Acts of Parliament and byelaws applicable and all Orders or Regulations made there under.

6. Undertakings Rules and Procedures

6.1 The contractors must be familiar with and follow the safety requirements specified by the Undertaking.

6.2 The Contractor shall provide a weekly/fortnightly programme of work in line with the terms of the contract.

6.3 Vehicles - Vehicles owned/operated by contractors will be parked where directed by the Undertaking’s representative. There will be no parking of contractor’s vehicles in the public carpark unless authorised by the General Manager.

6.4 Radios - All Contractors working away from the Bridge Office and Toll Booths will be loaned a two-way radio to ensure that the Bridge Supervisor may contact them at any time. Where the contractor has his own radio system he may opt to leave one of his radios with the Bridge Supervisor to ensure that contact can be made if necessary.

6.5 Permit to Work System - Where the operations of a contractor are likely to put any person at risk, the contractor must agree a safe working procedure and if necessary, involve a suitable “Permit to Work” system.

6.6 Emergency Procedures - Contractors must familiarise themselves with the Undertaking’s Fire Routine and Evacuation Procedure. Before welding, burning paint or any other process involving naked lights, the contractors must agree a safe working method with the Manager or his representative on the site.

6.7 Personal Protective equipment (P.P.E.) - Contractors must ensure that their employees make full use of equipment provided for personal protection. Where it is a site rule that safety equipment is worn the Undertaking reserves the right to request removal of any employee not complying with the Rules.

6.8 Movement around Site - All contractors and their employees must exercise care when moving around the Bridge and in particular: (a) wear high visibility jackets and exercise extreme caution when crossing carriageways. (b) when moving inside structures, stay within marked routes and obey all warning notices. Do not enter unauthorised areas unless given permission to do so. Wear sensible footwear and do not run.

6.9 Prior to any excavation work the Contractor shall satisfy himself that the area of the proposed excavation is clear of underground services or be aware of any special precautions necessary.

6.10 Barriers and Lighting - The contractor shall ensure that during the hours of darkness or reduced visibility, all excavations and obstructions are marked with sufficient signs, barriers and lamps and comply with relevant legislation.

6.11 Scaffolding - All scaffolding used on site and inspection thereof must conform with the regulations contained within the Construction (Health, Safety & Welfare) Regulations 1996.

6.12 Safety Harnesses - All reasonable safeguards must be taken by the contractor to ensure the safety of his staff and persons affected by his work. This includes the provision and proper use of suitable safety harnesses where required.

6.13 Tidiness - Contractors must at all times ensure that general housekeeping is kept to the highest practicable standard and that:

(a) the working area is kept as clean and tidy as possible;

(b) spillages are cleaned up quickly by non-polluting methods;

(c) waste material is to be consigned to safe areas and removed from site as soon as reasonably practicable;

(d) materials are stored tidily and securely at agreed locations.

6.14 Lower Anchorage Chamber Access - Contractors who need to enter the Lower Anchorage Chambers should note that they are enclosed spaces and appropriate safety precautions should be taken. There may be situations arising from the proposed use of certain equipment and materials that could require these locations to be treated as confined spaces.

6.15 Main Tower Access - Contractors requiring to enter the main towers will only do so after receiving training in the use of the Fall Arrest system (see Clause 6.18). A full body harness is required with double lanyards. Travellers are available on loan. If prolonged use is likely contractors shall source their own travellers.

6.16 Materials Hoist - The materials hoist located in the North legs of the main towers shall only be used by contractors who have received a permit to work for that specific purpose. The hoists shall be used strictly in accordance with the safety procedure which will be provided to the successful Contractor prior to Contract commencement.

6.17 Maintenance Gantries - Only certified users may operate the gantries. Training will be provided by the General Manager on request, please provide 1 week notice. Certified users shall report to the Bridge Office to sign out the gantry keys and be issued with the laminated ‘Operators Manual’ and a two way radio. Users shall return the equipment after use.

Although use of the gantries might be available at some times, Contractors do not have exclusive use of these and need to co-ordinate their needs and requirements with other Contractors on site. If the gantries are used by the Contractors, the Contractor will be required to train operators and then self-drive when needed.

6.18 Fall Arrest System - Persons wishing to ascend the main towers shall report to the Bridge Office for instruction and training into the correct use of the Fall Arrest System (F.A.S.). If not correctly equipped users shall sign out a harness and traveller, for return after use. Persons wishing to descend below the footway level inside the main towers will use the double lanyard system from the harness supplied.

6.19 Accident Reporting - Any HSE reportable accidents must be immediately reported to the Bridge Supervisor.

6.20 Suicides - Users of the bridge should avoid close proximity to potential suicides unless time permits the donning of a safety harness, ensuring that their own personal safety is safeguarded by the harness being clipped to the adjacent structure.

**HEROICS IN DISSUADING POTENTIAL SUICIDES FROM THEIR INTENDED COURSE OF ACTION ARE TO BE AVOIDED.**

6.21 Personnel movements across the highway. Crossing to the North side of the Bridge shall be either by using the Fore Street Bridge in Saltash, or for small parties, by agreement with the General Manager, using the Office subway. At the Plymouth end, if no footbridge is provided, persons shall cross the road outside the Bridge Office and cross directly on the east side of the booths. In no event should contractors try to cross the A38 in any other location.

6.22 Security - The Bridge tolling operation requires a secure environment and the security of the site must not be compromised at any time. People shall close doors and gates after themselves and the external arrival, parking and collection of monies shall not be interfered with.

6.23 The Plymouth to Gunnislake railway branch line crosses under the Plymouth side span. Any works above this location for a distance of 10m either side of the rail corridor will be subject to Network Rail agreement of the Contractors Risk and Method Statements for working at this location.

Tamar Bridge and Torpoint Ferries Joint Committee require contractors to supply relevant Health Safety and Environmental audit data to support their own audits for ISO18001 and ISO14001 accreditation.

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

1 INTRODUCTION

1.1 In these Special Requirements, the following expressions shall have the meanings assigned to them:

(i) The “Agency” means the Environment Agency

(ii) “Area Engineer” means:

Area Flood Defence Manager

Environment Agency

Cornwall Area

Mr. Gordon Trapmore

Area Flood Defence Manager and Water Resources Manager

Sir John Moore House

Victoria Square

Bodmin

Cornwall

PL31 1EB

Telephone: - (01208) 78301 and outside office hours this will be diverted to the 24 hour Control Centre. 08708 506506 for National Enquiries.

(iii) “Proper Officer(s)” means the Officer(s) of the Agency having responsibility for specific functions of the Agency in relation to the Works or its Authorised Representatives and Agents.

(iv) “Watercourse” means all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, lakes, ponds, reservoirs, docks, channels, creeks, bays, estuaries or arms of the sea.

2 GENERAL MATTERS

2.1 All workmen, agents, or persons, employed by the Contractor whilst in areas in which the powers of the Agency apply, shall be subject to the bylaws, rules and regulations of the Agency and to the reasonable requirements of the Proper Officers of the Agency.

2.2 All necessary consents and licences in relation to construction must be obtained from the Agency before any works commence. Early consultation is advised.

2.3 Where these requirements are included in Contract Documents they must be read in conjunction with those documents and will not detract from them.

2.4 The use of explosives for removing obstacles in or near Watercourses shall not be permitted, except under exceptional circumstances with the express permission of the Agency.

2.5 Fourteen days notification in writing shall be given to the Area Engineer of the Contractor’s intention to enter into or commence work within any Watercourse within the Area Engineer’s jurisdiction. Not less than two working days’ notice shall be given of any change of programme which affects the following work in the vicinity of a Watercourse. The Area Engineer will be responsible for informing the Proper Officers in all other departments of the Agency which have an interest in the Works.

2.6 The Area Engineer or his appointed representative shall at all reasonable times have access to any part of the Site where Watercourses, floodplains or premises within the Agency’s jurisdiction could be adversely affected by the works. Access shall be subject to the Area Engineer, or his representative, reporting to the Contractor’s office on arrival and complying with the Health and Safety procedures for the Site.

3 FLOOD DEFENCE REQUIREMENTS

3.1 Works in the watercourse of a temporary or permanent nature may require a land drainage consent. The contractor should verify that land drainage consents are in place for the permanent works and must apply to the Agency for a land drainage consent in respect of temporary works. The contractor should arrange to contact the Area Engineer as soon as possible to initiate this procedure.

3.2 The proposals for any works, and/or temporary works, to be carried out in, over, under or adjacent to a Watercourse may require the formal and prior consent of the Agency. Where required, a consent application shall be submitted to the Agency with full and detailed information of the proposed works. Any consent issued by the Agency will not relieve the Contractor of his responsibilities regarding temporary works and the Agency will not be held liable for any damage resulting from the construction thereof.

3.3 At all times the Contractor shall, whilst working within a channel of a Watercourse or floodplain, take all necessary measures for the adequate discharge of flood waters and for the continued operation of all land drainage systems in the area.

3.4 Any proposals for temporary diversion, obstruction or piping of a Watercourse shall be subject to the consent of the Agency as shall be the temporary obstruction of a floodplain by spoil heaps or by any other means.

3.5 The construction of any access or haul roads in floodplain areas shall be to a finished level no higher than existing ground level. On completion of the works the access road shall be removed and the route reinstated to the original ground levels or other agreed level to the satisfaction of the Agency.

3.6 No material shall be placed within the channel or floodplain during the construction of the temporary works without the consent of the Area Engineer and any such material and surplus, however arising, shall be removed by the Contractor as soon as its function has been fulfilled. Areas of the Site within a floodplain shall not be used as storage areas for materials or equipment that will float.

3.7 The Contractor shall ensure that any construction works do not damage the structural integrity of fluvial, tidal or sea defences.

4 CONTROL OF POLLUTION REQUIREMENTS

4.1 The Contractor shall take all necessary precautions to ensure that no polluting discharge, either solid or liquid, is made to any Watercourse or to the underground strata and that no work carried out in any Watercourse is done in such a manner as to cause pollution. Any materials which may accidentally fall into any Watercourse shall be removed immediately.

In particular, but not by way of derogation from the generality of this Clause, the Contractor shall:

(i) Obtain the prior written consent and/or approval of the Agency before making any discharge to any Watercourse or to the underground strata.

The Agency’s Pollution Prevention Guidelines sheets will be made available to the Contractor.

(ii) Ensure that all fuel, lubricating oils or chemicals stored in bulk on the Site area located as far as reasonably possible, and in no case closer than 10 metres, from any Watercourse and that such stores are sited on impervious bases and surrounded with an effective and impervious bund capable of holding the full contents of the store plus 10%. All stores shall be kept locked when not in use. All containers must be clearly labelled with a description of their contents. A stock of oil absorbent material shall be maintained on site. The drainage system of the bund shall be sealed with no discharge to any Watercourse, land or groundwater.

(iii) Locate all equipment using fuel oil as far as reasonably possible from any Watercourse and surround such equipment with oil-absorbent material to contain spills or leaks. Refuelling of equipment shall also be remote from any Watercourse or drain.

(iv) Remove leaking or empty oil drums or chemical containers from the Site immediately.

(v) Provide for silted or discoloured water pumped from excavations either to be irrigated over grassland or settled in a lagoon prior to any discharge to a Watercourse.

(vi) Not use plant in a Watercourse or ford the Watercourse with vehicles without the prior consent in writing of the Area Engineer and shall ensure plant/vehicles do not leak. Regular river crossings shall be by way of temporary bridges or culverts by prior agreement and consent of the Agency.

 (vii) Regularly scrape and maintain free from deposits of slurry haul roads on the site and approaches to Watercourses. Any slurry so removed must be disposed of in an agreed location avoiding pollution of the Watercourse. Reasonable precautions should be taken to ensure surface water drains are not contaminated by solids from the Works and associated transport.

(viii) Prevent the discharge of seepage of cement slurry from any concreting work, mixing plant or ready-mix vehicle into any Watercourse.

(ix) Agree with the Area Engineer his plant, vehicle parking and servicing areas and wheel washing facilities where these would cause a risk of pollution.

(x) Ensure that any imported fill or construction material is free from polluting or toxic substances where drainage from the material can directly enter surface or underground waters.

(xi) Provide suitable sheeting under any structure over a Watercourse which is to be cleaned by mechanical or chemical means/ and or painted in order to prevent material entering the Watercourse.

4.2 In executing the Works the Contractor shall take all necessary precautions to secure the efficient protection of all rivers, streams and waterways and the like, together with water in underground strata, against silting, erosion and pollution.

4.3 The Contractor shall not, without the written consent of the Area Engineer, 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. Sediments so removed shall be disposed of through an approved route.

4.4 The Contractor shall provide details to the Agency of any site investigations undertaken on suspected contaminated sites, such as gas works, chemical works.

5 WASTE MANAGEMENT

5.1 The Contractor shall comply with the relevant Codes of Practice listed in the attached Annex.

5.2 In particular, the Contractor shall ensure that:

(i) the production, transport, recovery and disposal of waste does not cause pollution of the environment, harm to human health, or become seriously detrimental to the amenities of the locality;

(ii) the waste does not escape from his or any other person’s control;

 (iii) where waste is transferred to another person an accurate description is provided of the waste as required under the Environmental Protection (Duty of Care) Regulations 1991 (SI 1991/2938) to ensure that the other person complies with the legislation;

(iv) where waste is transferred to another person that person is authorised to receive the waste or authorised to transport the waste;

(v) where waste is transferred to a waste management facility such as a landfill site or a treatment plant the Contractor shall ensure that the site is suitable to accept the waste.

5.3 The Contractor shall satisfy himself that operators of waste management facilities claiming to be exempt from the requirement to hold a waste management licence can produce evidence of such exemption.

5.4 The Contractor should be aware of the potential hazards from landfill gas when carrying out developments on or within 250 metres of any current or former landfill site.

5.5 Information leaflets on the Duty of Care, Special Wastes and Registration of Carriers are available from area offices of the Agency.

6 WATER RESOURCES REQUIREMENTS

6.1 The Contractor shall take all necessary precautions to secure the efficient protection of water abstractions whether licensed or not. A list of licensed abstractions is available on a public register but the Contractor’s attention is also drawn to the possible existence of domestic abstractions exempt from licensing.

6.2 No works shall be carried out by the Contractor which will significantly reduce or alter the rate of flow passing down a Watercourse whether of a temporary nature or not.

6.3 The abstraction of water from surface sources or underground sources for use in the Works may require an abstraction licence from the Agency and the Contractor is urged to contact the Area Engineer as soon as possible to initiate the procedure.

7 CONSERVATION AND FISHERIES REQUIREMENTS

7.1 The Contractor shall take all reasonable precautions to ensure that the work in any Watercourse corridor is done in such a manner as not to cause unnecessary damage to flora and fauna.

In particular, but not by way of derogation from the generality of this Clause, the Contractor shall:

(i) Not remove any bed or bankside material for use in construction or temporary bunds.

(ii) Stockpile, remote from the Watercourse and keep clean any bed material necessarily removed in the course of construction and replace on completion of works, or as otherwise agreed with the Area Engineer.

(iii) Not remove vegetation other than fallen trees from or adjacent to any Watercourse unless previously agreed with the Area Engineer.

(iv) Submit to the Area Engineer, for prior approval by the Agency, his proposals for maintaining all times the free passage of fish.

(v) Take all necessary measures in the preparation of his programme to work to ensure that the disturbance of the channel is avoided where significant populations of salmon fish are present in the period from the beginning of October to the end of March, unless otherwise agreed with the Area Engineer. Similarly where significant coarse fish populations are present in the river works should be avoided in the period 31 March to 30 June inclusive.

(vi) Not without prior consent of the Area Engineer:

(a) Remove aquatic weeds in the period from the beginning of May to the end of August.

(b) Spray aquatic weeds at any time.

(vii) Not allow cut vegetation from approved clearance works to enter any Watercourse.

(viii) Take all necessary precautions to prevent the spread of Japanese Knotweed and Giant Hogweed. In particular, any spoil contaminated with the rhizomes or roots of these species should not be spread to areas where the plants are not currently growing.

**ANNEX 1**

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

WASTE MANAGEMENT - CODES OF PRACTICE

Waste Management - The Duty of Care - A Code of Practice (Environmental Protection Act 1990, Section 34) HMSO, March 1996

Code of Practice on Litter and Refuse, DoE, 1991

Waste Circular - DoE Circular 11/94 (WO 26/94)

Duty of Care - CoE Circular 19/91 (WO 63/91)

Registration of Carriers - DoE Circular 11/91 (WO 34/91)