

NEC4

Term Maintenance Contract

**Scope S 200 General constraints on how the
*Contractor Provides the Service***

DN581359

Commercial and Procurement Team

Somerset County Council

County Hall

Taunton

TA1 4DY

commercialandprocurement@somerset.gov.uk

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S 200 General constraints on how the Contractor Provides the Service

S 205 General constraints

Use of the Affected Property

The Affected Property is made up of the Area Network which consists of:

- Highway Maintainable at the Public Expense for which the *Client* is the Highway Authority,
- Land near Highway Maintainable at the Public Expense for which the *Client* is the Highway Authority, in connection with delivering the *service*,
- The Public Rights of Way Network for which the *Client* is the Highway Authority,
- Land near the Public Rights of Way Network for which the *Client* is the Highway Authority, in connection with delivering the *service*,
- Land owned by the *Client*,
- Land near land owned by the *Client*, in connection with delivering the *service*, and
- Other similar networks under the *Client's* portfolio and direction, e.g., including, but not limited to, amenity land and non-publicly maintainable highway (former District Council land).

Access to the Affected Property

The *Client* provides access to and use of each part of the Area Network to the *Contractor* as necessary to Provide the Service, subject to any limitations set out in Scope S 905 – Working with the *Client* and Others – Sharing the Affected Property with the *client* and Others and the operation of any applicable law.

Mobilisation

1. The mobilisation will seek to ensure a smooth transition takes place where arrangements for the *service* changes from the existing contract to this Contract with a *Contractor* appointed as a result of the procurement process.
2. The *Contractor* submits a Contract Mobilisation Plan for acceptance by the *Service Manager* at least ten weeks prior to the starting date ("the Contract Mobilisation Plan"), which details how the *Contractor* will

achieve the required outcomes set out below and any other matter that will ensure that the Contract mobilisation requirements are met.

3. At midnight on 31st March 2024, or as otherwise determined by the Contract, the requirements of the Contract Mobilisation Plan are: -
- A seamless transfer of responsibility between the outgoing contractor and the incoming *Contractor* for *service* delivery, including the requirements of the Highways & Traffic Emergency & Adverse Weather Plan.
 - Sufficient and appropriate resources are in place to ensure continuous *service* delivery including the requirements of the Highways & Traffic Emergency & Adverse Weather Plan.
 - Preparation of a draft *Contractor's Plan including* Task Orders issued to the *Contractor* and all necessary Task Orders are created in order to ensure a full commencement of the *service*.
 - A transfer of works in progress.
 - The identification, preparation and signing of all necessary licences, agreements, and the like.
 - Identification of access to premises and associated meter readings, fuel tanks and the like.
 - A transfer of responsibilities for assets owned by the *Client*.
 - A transfer of quantified and valued inventory of *Client* owned stock.
 - Information communication technology systems for use by the incoming *Contractor* are in place and interfaces to the *Client's* systems, where appropriate, are connected and tested and fully operational to the satisfaction of the *Service Manager*.
 - Communications infrastructure, to include correspondence, telephones, e-mail etc, has been established and is fully operational.
 - Reviews and take account of the relevant elements of the outgoing contractor's Contract Demobilisation Plan. Liaises with the outgoing contractor wherever a joint approach and action will benefit the transfer arrangements.
 - The *Contractor* regularly reviews and maintains the Contract Mobilisation Programme in conjunction with the *Service Manager*.
 - A transfer of staff from the outgoing contractor to the incoming *Contractor* where TUPE applies.
 - All other aspects of *service* transfer that may require managing have been identified, and are planned for within the Contract Mobilisation Plan.
 - Meets or exceeds any statements provided by the *Contractor* relating to mobilisation within its tender document.
 - Training programme for both the *Client's*, *Service Manager's*, and *Contractor's* personnel to be involved in the delivery of the *service*.

- Arrangements for the transfer or novation to the *Contractor* of any existing contracts which the *Contractor* needs to benefit of in order to Provide the *Service*.
4. Familiarises itself with the *Client's* management policies and procedures prior to commencement of *service* delivery, including records and information in respect of the *service*, both historical and in progress.
 5. Ensures that all other aspects of *service* transfer that need consideration and managing have been identified and discussed with the *Service Manager*.
 6. Upon signing and approval for all necessary licences, agreements and the like, the *Contractor* will have appropriate access to *Client's* information to enable the *Contractor* to gain full appreciation of current policies and procedures, including records and information in respect of the *service*, both historical and in progress.
 7. Arranges (and pays for) condition surveys for leased premises and winter *service* equipment.

Claims Handling Protocol

Refer to Annex 01

Constraints imposed to meet requirements of others

This section of the Scope sets out constraints ("Special Requirements") on how the Contractor is to Provide the Service.

Specifically, and not exhaustively, this applies to any organisations that have powers to undertake works in the street and/or is regulated under the Street Works Act (SWA) code. The main organisations are listed below:

Electricity Generating and Distribution Companies

- Western Power Distribution (WPD)
- Scottish & Southern Electricity Networks (SSEN)

Gas Companies

- Wales & West Utilities
- ESP Utilities Group Ltd
- Scotia Gas (SGN)

Water and Sewerage Companies

- Wessex Water

- South West Water
- Bristol Water
- Crowcombe Water

Telecommunications Companies

- Openreach (BT)
- Gigaclear
- Global Crossing & Level (3) Communications Ltd
- Jurassic Fibre
- TATA Communications
- Verizon Business
- Virgin
- Vodafone
- Vtesse Networks Ltd

Railway Infrastructure and Operating Companies

- Network Rail
- West Somerset Railway Plc.

Environment Agency (EA)

Canal & River Trust

Animal & Plant Health Agency (APHA)

Royal Naval Air Service

Compliance with such Special Requirements shall not relieve the Contractor of any of their other obligations and liabilities under the Contract and fulfilment of such other obligations and liabilities shall not relieve them of their responsibilities to comply with the said Special Requirements.

Emergency Contacts

Electrical	Tel: 105
Gas	Tel: 0800 111 999
Wessex Water (water)	0800 692 0 692 (leak stoppers)
Wessex Water (sewage)	Tel: 0345 600 4600
South West Water	Tel: 0344 346 2020
Bristol Water	Tel: 0345 702 3797
Virgin Media damage hotline	Tel: 0870 888 3113
Network Rail	Tel: 03457 11 41 41
Environment Agency	Tel: 0800 80 70 60
Canal & River Trust	Tel: 0800 47 999 47

Avoiding Utility Assets

Linesearch before U dig: <https://lsbud.co.uk/>

Linesearch before u dig (LSBUD) is a free-to-use safe digging service that any individual ("User") can use to check their works against over 90 asset owners' ("Members") utility assets. The organisations registered with them that operate in Somerset are:

- Western Power Distribution (WPD)
- Scottish & Southern Electricity Networks (SSEN)
- Wales & West Utilities
- ESP Utilities Group Ltd
- Scotia Gas Network
- National Grid (Electric and Gas)
- Gigaclear
- Jurassic Fibre
- TATA Communications

Digdat Utilities: <https://utilities.digdat.co.uk/>

Digdat is a free to use service for access to satisfy statutory obligations. This usually means that you will work for a local authority, a utility provider, a government body or an agent or contractor working on their behalf. The organisations registered with them that operate in Somerset are:

- Bristol water
- Virgin Media

The National Underground Asset Register (NUAR)

The government has committed funding to build a digital service for sharing data on the location of underground pipes and cables ('underground assets'). The Geospatial Commission, an independent body in the Cabinet Office, is working with industry to build this service. The current build phase of the project is well underway.

NUAR is a live three-year programme which will be rolled out in England, Wales, and Northern Ireland. Scotland already benefits from a system in kind named VAULT.

For more details see <https://www.gov.uk/government/consultations/the-national-underground-asset-register-nuar>

The time line for the project can be found at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1089426/2022-07-05-NUAR-In-A-Nutshell_.pdf

Special Requirements in Relation to Electricity Generating and Distribution Companies

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - a. "Company" means: Western Power Distribution, Scottish & Southern Electricity Networks or their successors and assigns.
 - b. "Company Representative" means the Asset Operations Manager of the said "Company" defined at 1(a) of this Special Requirement or other duly Authorised Service Manager Representative and/or Agent appointed for the time being to act on behalf of the said "Company".
 - c. "Work Equipment" means any plant, equipment, gear, machinery, apparatus or appliance or any part thereof as defined in Regulation 2 of the 'Provision and Use of Work Equipment Regulations 1998' [PUWER] and Regulation 2 of the 'Lifting Operations and Lifting Equipment Regulations 1998' [LOLER].
 - 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 associated electrical apparatus 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. Contact information for the Company Representative, can be found at the following points:

Western Power Distribution (WPD) (a national grid company):
<https://www.westernpower.co.uk/>

Location of WPD's equipment: <https://admin.wpdserv.net/location-of-wpds-equipment>

Work near overhead lines:

<https://www.westernpower.co.uk/contact-us/contacting-western-power/work-near-overhead-lines>

Scottish and Southern Electricity Networks (SSEN): <https://www.ssen.co.uk/>

Networks Access Statement: <https://www.ssen.co.uk/about-ssen/networks-access-statement/>

3. Hazards identified from the information gained should be used by the Contractor in their risk assessments and for inclusion in the Health & Safety Plan where appropriate to ensure that adequate measures are taken to control risks.
4. Where such details show that the works or the movement of Work 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 and placed by the Contractor subject to the requirements, advice, and guidance of the Company Representative. The Contractor shall ensure that all Company Electricity Cable(s) and other electrical distribution apparatus are adequately protected from damage to the satisfaction of the Company Representative.
5. The work shall be carried out in conformity with the Requirements of the Health and Safety Executive Guidance Notes:
 - a. GS6 – Avoidance of Danger from Overhead Lines.
 - b. HSG (47) Avoiding Danger from Underground Services.
 - c. AFAG 804 – Electricity at Work: Forestry and Arboriculture.
6. 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 "Exclusion Zone" which is that space within a minimum radius of:
 - a. 7.0m of 275kV or 400kV live overhead electricity lines that are carried on steel towers.
 - b. 6.0m of 132kV kV live overhead electricity lines that are carried on steel towers.
 - c. 3.0m of 11kV and 33kV live overhead electricity lines that are carried on wood poles.
 - d. 1.0m of LV230/400V live overhead electricity lines that are carried on wood poles.

together with anywhere vertically above this space. These distances, or as otherwise adjusted by the latest Company Requirements, shall be always maintained between any Overhead Electricity Lines or anything connected to such Overhead Electricity Lines owned, leased, or rented by the Company.
7. The Contractor and any Sub-Contractor employed by them should particularly note and bring to the attention of their respective employees the danger of "flash-over" where, because of the very high voltages being transmitted, potentially lethal shocks can occur near live Overhead Electricity Lines without any contact being made.
8. Debris produced when trimming or felling trees and/or from demolition must not fall or be projected into the "Exclusion Zone". Similarly, excavation spoil must not be dumped or accumulated to cause infringement of the "Exclusion Zone".
9. 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.
10. 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 "Exclusion Zone".

11. 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 "Exclusion Zone" by crane load or other equipment even if the crane load or equipment slips fails or overturns.
12. 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 "Exclusion Zone".
13. 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.
14. Long objects, which shall include but do not be limited to, pipes scaffold poles ladders and/or long handled tools or any object of such length that if carried vertically could infringe on the "Exclusion Zone" must be carried horizontally.
15. Where for the purposes of completing the works in accordance with this contract the need arises to operate within and/or travel through the "Exclusion Zone" 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.
16. In the event of the Company requiring emergency and/or maintenance work to be executed on the Electricity Cable(s) whether Overhead Electricity Lines or Buried Electricity Cables during the period of this contract the Contractor shall afford all reasonable facilities and access to the staff of the Company or its' authorised contractors and/or agents.
17. 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.
18. Compliance with the above requirements does not relieve the Contractor of any of his obligations under this contract or of the responsibility for taking every precaution to avoid risk to persons and/or damage to property.

Special Requirements in Relation to Gas Companies

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - a. "Company" means Wales & West Utilities, E S Pipelines Ltd, Scotia Gas or their successors and assigns.
 - b. "Company Representative" means the staff of the Company or its Authorised Representatives and Agents.
 - c. "Apparatus" means all surface or sub-surface equipment and plant including any Gas pipeline(s), main and/or service owned, leased, or rented by the Company.
2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of any Apparatus, within the Site with the Company Representative. Contact information for the Company Representative, can be found at the following points:

Wales and West Utilities (WWU): <https://www.wwutilities.co.uk/>

Can you DIG it?: <https://www.wwutilities.co.uk/services/dial-before-you-dig/can-you-dig-it/>

ESP Utilities Group: <https://cp.espug.com/services/>

Asset enquiries: <https://cp.espug.com/services/for-utility-contractors/asset-enquiries-free-24-hours-a-day/>

Scotia Gas Network (SGN): <https://www.sgn.co.uk/>

Before starting work: <https://www.sgn.co.uk/help-and-advice/digging-safely/damage-prevention/stage-two>

3. Where such details show that the work or the movement of plant or equipment on the Site may endanger any Apparatus the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such Works or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Apparatus, is adequately protected from damage and such protective measures shall be to the satisfaction of the Company Representative.
4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of a Company Representative.
5. The Contractor shall carry out all work in connection with this contract with reference to, current legislation regarding Health and Safety, and the requirements of the following publications:

- a. Institute of Gas Engineers: IGE/SR/18 Part 1 (1990), Communication 1947 "Safe Working in The Vicinity of Gas Pipelines, Mains and Associated Installation" (Part 1: "Operating at Pressures in Excess of 2 Bar").
 - b. Health and Safety Executive (HSE): HS (G) 47 – "Avoiding Danger from Underground Services".
 - c. Wales & West Utilities Engineering Standard: T/PR/SSW22 – Procedure for "Safe Working and Development in the Vicinity of Pipelines and Associated Installations Operating above 7bar g".
 - d. Wales & West Utilities Procedure for Corrosion Control of Buried Steel Systems T/PR/ECP1 Part 2.
6. The Contractor shall avoid the disturbance of Apparatus more than is necessary for the completion of the Works in accordance with the Contract. In particular "Thrust Blocks" and other such supports shall NOT be disturbed without the specific written approval of the Company Representative. The Contractor should particularly note that large diameter Gas pipelines may either be:
 - a. Transmission pipelines frequently operating at pressures exceeding 7 bar.
 - b. Low pressure local distribution mains.
 7. For differing reasons either type poses a considerable hazard to safety if damaged. The Contractor shall also note that smaller Gas distribution pipes may be of yellow plastic, cast iron, steel or other such material and that unless specifically known to the contrary any such services encountered during the Works should be assumed to be gas pipelines and treated as such in accordance with these Special Requirements until positively identified otherwise and the Company Representative so notified in writing.
 8. No vehicle plant or machinery shall cross stand operate or travel within 3.0m of any Apparatus particularly Gas Pipelines except as approved by the Company Representative. The Contractor shall agree his methods of working near any Apparatus with the Company Representative and ensure that any Apparatus is adequately protected from damage using wooden sleeper tracks or reinforced concrete rafts at crossing points as appropriate. Temporary fencing of adequate strength shall be erected to regulate the movement of vehicles plant and machinery in the vicinity of Apparatus. All such protective measures shall be to the satisfaction of the Company Representative.
 9. Where for the purposes of completing the Works in accordance with this contract it is necessary to lay a new service across an existing Gas pipeline whether above or below a minimum clearance of 0.6m shall be left between the outside of the Gas pipeline and the new service to be installed. Under no circumstances shall a new service be laid parallel above or below a Gas pipeline. Hydraulic or other form of pressure testing of any new services shall not be permitted within 6.0m of any Gas pipeline unless precautions have been taken involving the use of pre-installation tested pipeline having a design factor of 0.3 for 6.0m either side of the Gas pipeline and/or such additional precautions including but not limited to sleeving barriers and the like as the Company Representative may require in consultation with the Service Manager.

10. The Contractor shall particularly note that Gas pipelines and other Apparatus of the Company is usually cathodic protected to Company standard T/PR/ECP1. The Company will require to carry out interaction tests to determine whether its own system will be adversely affected by any new service and/or its protective measures. Any work requiring the removal modification and or movement of Apparatus shall only be carried out by the staff of the Company and/or its authorised Contracts and Agents. If any cathodic protection posts and/or associated Apparatus require to be removed replaced and/or moved for the purposes of the Works, the Contractor shall give not less than seven days written notice of the requirement to the Company.
11. When excavating or backfilling around Apparatus, the Company Representative shall be given not less than 3 days written notice, of the Contractor's intentions in order that he may supervise the works.
12. Backfilling shall be in 150mm layers or as may otherwise be directed, consolidated layer by layer to the satisfaction of the Company Representative. Fill shall be free from flints stones and carbonaceous material. Where slabbing reduces such depth, clean sand filling shall be used.
13. All excavation adjacent to Apparatus is to be carried out by hand until the exact extent and/or location of Apparatus is known. The Contractor shall note the following:
 - a. Mechanical borers shall not be used within 5.0m of Apparatus.
 - b. Handheld power assisted tools shall not be used within 1.5m of Apparatus without the supervisory presence of a Company Representative.
14. To prevent any movement of Apparatus during excavation, complete shuttering shall be used as directed by the Service Manager if:
 - a. Excavation is deeper than the depth of cover of adjacent Apparatus.
 - b. Excavation is within 3.0m of Apparatus in stable soil.
 - c. Excavation is within 6.0m of Apparatus in unstable soil.
15. Where excavation results in the exposing of Gas pipelines or other Apparatus protective timber cladding shall be applied to the Gas Pipelines or Apparatus to the satisfaction of the Company Representative and shall be maintained until such excavation is reinstated and backfilled.
16. If for the completion of the Works, the Contractor intends using any of the following:
 - a. Pile driving equipment within 15.0m of Apparatus (or such greater distance as may be required to ensure that the MAXIMUM peak particle velocity as measured at the Apparatus does NOT exceed 25mm per second.
 - b. Explosives within:
 - i. 400.0m of exposed Apparatus.
 - ii. 100.0m of buried Apparatus.
 - c. Hot Works welding and the like within 15.0m of Apparatus.
 - d. Hydraulic testing within 6.0m of Apparatus.
17. The Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Apparatus

affected may be arranged. The Contractor SHALL NOT proceed with the use of any of the above without the written consent of the Company Representative.

18. All Apparatus access chambers and/or other access points and chambers within the site shall be kept clear and unobstructed. Access for vehicles, winches and/or any further equipment required by the Company for the maintenance of its Apparatus, shall be maintained at all reasonable times and unless otherwise agreed in writing by the Company Representative a clearance of 6.0m shall be allowed for such access.
19. The covers to Apparatus access chambers and/or other access points and chambers shall only be lifted under the direct supervision of the Company Representative. No employee of the Contractor, or of any Subcontractor employed by the Contractor, shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before a gas check as specified by the Company Representative has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.
20. In the event of any damage whatsoever even of a minor nature to Apparatus particularly to Gas pipeline coatings and/or test leads the Contractor shall immediately inform the Service Manager and report the occurrence by contacting the Company Representative. The Company Representative will arrange for repairs to be carried out.

Emergency Action

21. The following actions shall be taken by the Contractor in the event of a gas leak in any Apparatus:
 - a. Evacuate all personnel from the vicinity of the pipeline damage or leak.
 - b. Remove and/or extinguish all sources of ignition for a distance of at least 200m in all directions from the location of the leak. This precaution shall include a ban on the use of any electrical equipment falling within this limit.
 - c. IMMEDIATELY inform The Company, the Service Manager and (if required) the Emergency Services in that order
 - d. Secure the area from the approach of all employees' traffic and/or the public.
 - e. Render every assistance to the Emergency Services and/or the Company as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
 - f. DO NOT ATTEMPT TO SEAL ANY LEAK OF GAS AT THE POINT OF DAMAGE.
22. The Company will attend site to inspect the damage and carry out repairs as required.
23. All plant damage is investigated, and damage to high pressure pipelines is reportable to the HSE. The Company will recover all reasonable costs incurred in attending to and repairing damages to plant.

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

Special Requirements in Relation to Water and Sewerage Companies

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - a. "Company" means Wessex Water, Bristol Water or South West Water or their successors and assigns.
 - b. "Company Representative" means the Chief Civil Engineer of the said "Company" defined at 1(a) of this Special Requirement or other duly authorised Service Manager, Representative and/or Agent appointed for the time being to act on behalf of the said "Company".
 - c. "Mains and Sewers" means any surface or sub-surface pipeline or construction together with any associated apparatus appliance access covers access chambers shafts and/or chambers thereto owned leased or rented by the said "Company" defined at 1(a) of this Special Requirement.
2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm the details and location of any Mains and Sewers of the Company with the Company Representative. Contact information for the Company Representative, can be found at the following points:

Wessex Water: <https://www.wessexwater.co.uk/>

Mapping enquiries: <https://www.wessexwater.co.uk/services/building-and-developing/mapping-enquiries>

South West Water: <https://www.southwestwater.co.uk/>

Viewing South West Water underground assets:
<https://swwim.southwestwater.co.uk/councilportal/loginForm.aspx?ReturnUrl=%2fCOUNCILPORTAL%2f>

Bristol Water: <http://www.bristolwater.co.uk>

Asset enquiries through: <https://utilities.digdat.co.uk/>

Crowcombe Water: anthony@hurleybeacon.co.uk

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

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

5. All excavation adjacent to Mains and Sewers, shall be carried out by hand until the exact extent and/or location of Mains and Sewers is known. Mechanical borers and/or excavators shall not be used within 3.0m of Mains and Sewers without the presence of the Company Representative. To prevent any movement of Mains and Sewers during excavation, complete shuttering shall be used as directed by the Service Manager if:
 - a. Excavation is deeper than the depth of cover of adjacent Mains and Sewers.
 - b. Excavation is within 3.0m of Mains and Sewers in stable soil.
 - c. Excavation is within 6.0m of Mains and Sewers in unstable soil.
6. If for the completion of the Works, the Contractor intends using any of the following:
 - a. Pile driving equipment within 15.0m of Mains and Sewers.
 - b. Explosives within 200.0m of Mains and Sewers.
 - c. Any hot work such as welding and the like within 6.0m of any Mains and Sewers.The Contractor shall advise the Company Representative, giving at least seven days written notice, in order that any special protective measures for the Company Mains and Sewers affected may be arranged.
7. Material of any kind whatsoever comprising part of Mains and Sewers, access chambers, shafts thrust blocks, or any other construction shall not be cut away without the prior written approval of the Company Representative.
8. Any temporary roads or access routes within 5.0m of Mains and Sewers, shall be provided with a load bearing surface to the satisfaction of the Company Representative.
9. The Contractor, or any Subcontractor employed by them, shall not stack pile and/or store materials of any kind or erect temporary structures and/or notice boards of any sort within 5.0m of any Mains and Sewers.
10. All Mains and Sewers, especially access chambers, shafts, and access points and/or chambers within the Site shall be kept clear and unobstructed. A minimum 3.0m access sufficient for heavy vehicles and/or any further plant and equipment required by the Company for the maintenance of its Mains and Sewers, shall be maintained to and around the centre of any access chambers shafts chambers and or other access points and the Company Representative shall be given access to all Mains and Sewers when required at all reasonable times.
11. The covers to Mains and Sewers, particularly access chambers, shafts and access points and/or chambers shall only be lifted under the direct supervision of the Company Representative, employees of the Contractor, or of any Subcontractor employed by the Contractor, shall NOT enter any Company Mains and Sewers access chambers shafts access points and/or chambers unless under the supervision of the Company Representative and in any case not before any safety checks required by the Company Representative have been carried out and such checks have shown it to be safe to enter the Company Mains and Sewers.

12. In the event of any damage whatsoever to Mains and Sewers the Contractor shall immediately inform the Service Manager and report the occurrence immediately by contacting the Company Representative.
13. The Contractor and/or any sub-Contractor employed by the Contractor shall take all necessary precautions to ensure that any Mains and Sewers are fully protected from any accidental falls or flows of liquids and/or materials, which by themselves or in combination with any existing materials and/or liquids could cause or aggravate pollution create poisonous substances and/or toxic fumes or react with sewer contents to cause toxic substances or fumes and/or could cause harm to persons or property and/or impede any operations of the Company.
14. The Contractor, and/or any Subcontractor employed by the Contractor, shall not discharge nor cause to be discharged any water or other liquid or tip any condemned or surplus material or waste of any kind whatsoever into Mains and Sewers nor abstract extract and/or draw water from any Mains and Sewers without the written permission of the Company Representative.
15. The Contractor shall particularly note that the Sewer system can be liable to 'surcharge' in certain circumstances and under these conditions is liable to bursting. Stringent safety precautions as directed by the Company Representative shall be applied in such conditions.

Emergency Action

16. The following actions shall be taken by the Contractor in the event of a burst to any of the Mains and Sewers:
 - a. IMMEDIATELY inform the Company, the Service Manager and (if required) the Emergency Services in that order.

Wessex Water

Emergency Telephone Numbers:

Water: 0800 692 0 692 (Leak stoppers)

Sewage: 0345 600 4 600

South West Water

Emergency telephone number: Water/Sewage: 0344 346 2020

Bristol Water

Emergency Telephone Number: Water only: 0345 702 3797

- b. Secure the area from the approach of traffic and/or the general public.
- c. Render every assistance to the Emergency Services and/or the Company as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.

- d. Regarding lands slope and any apparent flow direction of any leaking sewerage or water, construct if possible, and as necessary, dams, bunds with earth, and/or board, to prevent flows inundating any adjacent properties, ditches, streams, drains, access chambers, or other such water courses and ducts.
17. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

Special Requirements in Relation to Telecommunications Companies

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - a. "Company" means any company licensed to install communication apparatus within the limits of the public highway.
 - b. "Company Representative" means the staff of that company or its Authorised Representatives and Agents.
 - c. "Apparatus" means all surface or sub-surface equipment and plant including any associated cabling and/or ducting owned, leased, or rented by that company.
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 locations stated in this document.
3. The Contractor is responsible for contacting these potential owners of Apparatus, or any of the other companies that are entitled to install Apparatus within the limits of the public highway, who may have apparatus within the site.

Company		Contact
Openreach	Finding and identifying Openreach equipment	https://www.openreach.com/building-developers-and-projects/locating-our-network
Openreach	Openreach damaged equipment	https://www.openreach.com/help-and-support/damage-health-and-safety/highways-and-utilities
Gigaclear Ltd	Equipment location information	https://lsbud.co.uk/
Jurassic Fibre Ltd	Equipment location information	https://lsbud.co.uk/
Tata Communications	Equipment location information	https://lsbud.co.uk/
Global Crossing and Level 3 Communications	Equipment location information	Instalcom responds to plant enquiries for LEVEL 3, GLOBAL CROSSING (UK) LTD, GLOBAL CROSSING PEC and FIBERNET UK LTD simultaneously and therefore you only need send one copy of a plant enquiry to cover all these

		companies. Email address: plantenquiries@instalcom.co.uk
Verizon	Equipment location information	osp-team@intl.verizon.com
Virgin	Equipment location information	plant.enquiries.team@virginmedia.co.uk
Vodafone	Equipment location information	osm.enquiries@atkinsglobal.com

4. Where such details show that the works or the movement of plant or equipment may endanger any Apparatus, the Contractor shall give the Company Representative at least seven days written notice of the date on which it is intended to commence such works or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of a Company Representative. The Contractor shall ensure that all Apparatus, particularly surface running cabling, is adequately protected from damage and such protective measures shall be to the satisfaction of the Company Representative.
5. 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.
6. The Contractor shall take particular care in relation to the protection of Apparatus, where such Apparatus includes the presence within the Site of optical fibre and/or co-axial cabling. The Contractor should particularly note that damage to such Apparatus is extremely disruptive to the Company network and costly to reinstate. The Contractor shall make every effort to avoid the disturbance of Apparatus more than is necessary, for the completion of the Works in accordance with the Contract.
7. When excavating around, moving, or backfilling around Apparatus, the Company Representative shall be given adequate written notice, which shall not be less than 3 days of the Contractor's intentions in order that he may supervise the Works. The Contractor should note that the normal depth of cover for Apparatus and ducts is as follows:
 - a. In carriageways 600mm, which is to be maintained.
 - b. In footways 450mm, which is to be maintained.
8. Where the 600/450mm depth of cover cannot be maintained the Contractor shall carry out the instructions of the Service Manager for the protection of Apparatus and such actions that follow from the Service Manager'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.

9. Regarding excavation in the vicinity of any Apparatus and ducts the Contractor shall have regard to the possibility of reduced cover and the encountering of such Apparatus and ducts at depths of cover less than that given at (a) and (b) above.
10. All excavation adjacent to Apparatus is to be carried out by hand until the exact extent and/or location of Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.0m of Apparatus without the supervisory presence of a Company Representative. To prevent any movement of Apparatus during excavation, complete shuttering shall be used as directed by the Service Manager if:
 - a. Excavation is deeper than the depth of cover of adjacent Apparatus.
 - b. Excavation is within 1.0m of Apparatus in stable soil.
 - c. Excavation is within 5.0m of Apparatus in unstable soil.
 - d. If for the completion of the Works, the Contractor intends using any of the following:
 - i. Pile driving equipment within 10.0m of Apparatus.
 - ii. Explosives within 20.0m of Apparatus.
 - iii. Laser equipment within 10.0m of Apparatus.
11. The Contractor shall advise the Company Representative, giving at least seven days written notice, in order that any special protective measures for the Apparatus affected may be arranged.
12. All Company access chambers, joint boxes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches, cable drums and/or any further equipment required by the Company for the maintenance of its Apparatus, shall 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.
13. The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under the direct supervision of the Company Representative. No employee of the Contractor, or of any Subcontractor employed by the Contractor, shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before the mandatory gas check has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.
14. In the event of any damage whatsoever to Apparatus the Contractor shall immediately inform the Service Manager and report the occurrence immediately by contacting the Company.

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

Special Requirements in Relation to Railway Infrastructure and Operating Companies

NETWORK RAIL – SPECIAL REQUIREMENTS

Asset Protection and Optimisation teams (ASPRO) provide expert railway assistance and support to the public who are planning activities on or near the railway. Contact details and information can be found at:

<https://www.networkrail.co.uk/running-the-railway/looking-after-the-railway/asset-protection-and-optimisation/>

WEST SOMERSET RAILWAY PLC – SPECIAL REQUIREMENTS

1. In these West Somerset Railway plc - Special Requirements the following terms shall have the meanings assigned to them:
 - a. " Company" means: - West Somerset Railway or its successors and assigns.
 - b. "Works" means the Permanent Works together with any Temporary Works and shall particularly refer to those parts to be executed over upon under in or through railway land or in such proximity to it that it could in the opinion of West Somerset Railway affect such land or railway traffic and for these purposes shall include the acts of inspecting, examining, and walking.
 - c. " Apparatus" means all surface or sub-surface equipment and plant including any associated pipework, cabling and/or ducting owned, leased, or rented by that company.
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 Apparatus will be affected by the Works, and to confirm details of any restrictions or requirements that the Company Representative may consider necessary for the safe carrying out of the Works. The Company Representative, can be contacted at the following point:

West Somerset Railway

Address: General Manager, West Somerset Railway, The Railway Station, Minehead, Somerset TA24 5BG

Telephone: 01643 704996

Fax: 01643 706349

Email: info@wsrail.net

Website: <https://www.west-somerset-railway.co.uk/>

3. Where such details show that the Works or the movement of Work Equipment may endanger any of the Apparatus of the Company, the Contractor must ensure that the presence of any Apparatus, Cables, Pipes, Plant or Equipment can be indicated by markers to be supplied and placed by the Contractor subject to the requirements, advice, and guidance of the Company Representative. The Contractor shall ensure that all Company Apparatus, Cables, Pipes, Plant or Equipment are adequately protected from damage to the satisfaction of the Company Representative.
4. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under this contract.

Special Requirements in Relation to The Environment Agency

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

The Environment Agency

Address: The Environment Agency, Rivers House, East Quay, Bridgwater, Somerset TA6 4YS

Telephone: 03708 506506

Email: enquiries@environment-agency.gov.uk

Website: <https://www.gov.uk/government/organisations/environment-agency>

4. All operations on, in or affecting The Agency's Watercourses property or premises shall be carried out in such a manner so as not to endanger The Agency's Watercourses property or premises and/or any persons entitled to be present.
5. The Agency's Representative shall at all reasonable times have access to any part of The Agency's Watercourses property or premises on the Site.
6. Where for the purposes of completing the Works in accordance with this contract excavation is required affecting the Agency's property or premises the Contractor shall give the Agency's Representative three 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 this 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 an adequate 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 this contract The Contractor must take all necessary measures with regard the Watercourse flood plan and/or continued operation of land drainage systems to ensure:
 - a. flow rates are maintained.
 - b. the full and proper discharge of any flood waters.
10. The Contractor shall not at any time construct temporary access or haul roads within the floodplain area whose surface level is higher than the existing floodplain ground level. Upon the completion of the Works all such Temporary Works shall be removed, and the floodplain reinstated to the satisfaction of the Agency's Representative.
11. The Contractor shall not at any time store or stockpile on the floodplain area equipment and/or materials that will float or contaminate a Watercourse in the event of the floodplain being inundated.
12. Throughout the period of this contract the Contractor shall ensure that the structural integrity of any fluvial tidal and/or sea defence Works is fully protected and maintained.
13. The Contractor shall take all necessary measures to secure the protection of all Watercourses including water in underground strata against silting erosion flooding and/or pollution of the water to affect adversely the quality or appearance thereof or cause injury or death to animal aquatic or plant life and/or damage to property and land. Such protective measures shall include, but not be limited to, the following:
 - a. All fuel lubricating oil and/or other liquid chemicals stored on the Site shall be located as far as reasonably possible and, in any case, not less than 10.0m from any Watercourse and such stores shall be sited on impervious bases and surrounded by an effective impervious bund capable of containing the full contents of the store plus 10% and with a sealed drainage system with no discharge to any Watercourse land or groundwater. All such stores shall

be kept locked or otherwise secured when not in use and all containers therein must bear clear labels giving full descriptions of the contents. A stock of absorbent material suitable for use on the contents of the store must be maintained on the site.

- b. Any leaking and/or empty oil/fuel/chemical containers shall be removed from the Site immediately.
- c. All equipment using fuel/oil shall be located as far as reasonably possible from any Watercourse and shall be surrounded with oil absorbent material to contain spills and leaks.
- d. The 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 of the Agency's Watercourses property or premises. While protecting any existing abstraction arrangements whether licensed or not together with any domestic abstractions exempt from such licensing requirements. (A list of licensed abstractions is available on a public register).
- g. Ensuring that any ford required to allow plant or vehicles to cross a Watercourse consists of steel plank roadway hardcore road and/or exceptionally a series of concrete pipes sufficient to carry the dry weather flow of the Watercourses topped with concrete slabs at such a level that flood water will overtop the obstruction without causing flooding or other adverse effects and that such construction as is permitted by the Agency is entirely removed from the Watercourse upon the completion of the Works and any access ramps or banks shall be fully reinstated to the satisfaction of the Agency's Representative.
- h. Ensuring that any plant used in or fording a Watercourse is/does not leak/leaking fuel oil and/or any other fluid.
- i. Ensuring that the use of any concrete mixing plant or ready-mix vehicle together with the placing of any wet concrete in or adjacent to any Watercourse is strictly controlled in such a manner that cement contamination of the Watercourse does not occur.
- j. Ensuring that only material free from polluting toxic substances is used at locations where drainage from new material can directly or indirectly enter any Watercourse.
- k. Where for the purposes of completing the Works in accordance with this 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 ONLY under such conditions and restrictions as that authority may impose.

- l. Ensuring that the banks and foreshore of any Watercourse are kept clear of material plant and other items unless in use for the purposes of the Works.
- m. Ensuring that the 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 their programme for the Works ensuring that the Watercourse is not disturbed during:
 - i. the period October to March inclusive where significant populations of salmonoid fish are present; and/or
 - ii. the period April to June inclusive where significant populations of coarse fish are present.
 - iii. unless otherwise specifically agreed in writing by the Agency's Representative (and then only under such conditions and restrictions as the Agency's Representatives may apply).
 - p. Regularly scraping and maintaining free from deposits of slurry or other debris haul roads on the Site and the approaches to any Watercourse. Any arisings shall be disposed of as directed by the Agency's Representative.
 - q. Ensure that surface water drains are not contaminated by any debris or other arisings from the Works.
 - r. Provide suitable sheeting under any structure over a Watercourse where the structure is to be cleaned by mechanical or chemical means and/or painted to prevent material entering the Watercourse.
14. 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 Service Manager and shall immediately carry out the instructions to abate and remedy the situation.
15. The Contractor shall not do 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:
 - i. Remove aquatic weeds in the period May to August inclusive.
 - ii. Spray aquatic weeds.
 - e. Use floating plant barges and/or pontoons and the like in any Watercourse.
 - f. Display any advertisement or other material, except as specifically required by this Special Requirement, on or above The Agency's Watercourses property or premises.
 - g. Discharge surface water of any kind in any way into the Agency's Watercourses property or premises.
 - h. 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.
 - i. 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).
 - j. Use explosives in or adjacent to any Watercourse property or premises (permission for such use by the Agency will only be granted in the most exceptional circumstances).
16. Where for the purposes of completing the works in accordance with this contract any work is required above or in the Watercourse the Contractor shall, except where otherwise specified in this Contractor agreed in writing by the Agency's Representative:
- a. Provide and maintain a minimum height clearance as shall be specified in writing by the Agency's Representative above the water surface of the Watercourse or highest expected water surface where this is variable.
 - b. Stockpile keep clean and replace on completion of the Works any 'bed' material necessarily removed from the Watercourse during the construction of the Works.
 - c. Submit to the Agency's Representative written proposals for always maintaining the free passage of fish.
17. The Contractor should particularly note when planning any work in relation to the watercourse that the agency cannot guarantee any water level or depth nor prevent any fluctuations to such water level depth or speed of flow in any watercourse.
18. Where for the completion of the Works in accordance with this 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 shall be marked by the placing

- thereon of warning markers/notices/lights as specified by the Agency's Representative.
- b. If the projection of the work into the navigable channel exceeds 0.5m the projecting works shall be protected from the impact of passing waterborne craft as specified by the Agency's Representative.
 - c. Provide notice boards of a type size shape colour and with a written warning as specified by the Agency's Representative shall be sighted on the Watercourse edge as required by the Agency's Representative.
19. Any floating plant barge and/or pontoon on the Watercourse for which the Contractor has obtained the permission of the Agency's Representative should 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.
20. 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 Service Manager 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.
21. The Contractor shall not reduce the width of any Watercourse at any time without the written approval of the Agency's Representative. To consider a request for a temporary reduction in the width of any Watercourse the Agency's Representative will require fully detailed proposals, which show evidence that the Contractor has made every effort to minimise:
- a. The risk of damage to the Watercourse and/or its channel.
 - b. The risk of flooding at all potential flow conditions within the Watercourse.
 - c. The length of time such reduction in Watercourse width will be required.
22. If for the purposes of completing the Works in accordance with this 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 seven days written notice and shall provide to the satisfaction of the Agency's Representative:
- a. an alternative pedestrian access with a minimum width of 2.0m with adequate fencing to each side which shall be smoothly surfaced with 75mm of ashes, or such similar material as may be specified by the Agency's Representative.
 - b. an alternative emergency access for the Agency's plant and equipment with a minimum width of 3.5m and adequately surfaced for the passage of vehicles plant and/or equipment which surface shall have a maximum gradient of 1 in 10.
23. The Contractor shall keep the Agency's Watercourse property or premises free from rubbish. The Contractor shall not leave rubbish on or in the Agency's Watercourse property or premises and shall subject to the approval of the Service Manager clear

away and remove all constructional plant surplus materials and Temporary Works from the Agency Watercourses property or premises as and when these cease to be required for the purposes of the Works.

24. 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.
25. Except where otherwise provided for in this contract every part of the bank and/or channel of the Watercourse shall be fully reinstated by the Contractor to the surrounding bank profile top soiled seeded and/or turfed as appropriate.
26. Except where otherwise provided for in this contract all property and premises affected by the Works for which The Agency is responsible shall be fully reinstated and all damage to land property or premises for which the Agency is responsible shall be made good by the Contractor to the satisfaction of the Agency's Representative.

Emergency Action

27. The following actions shall be taken by the Contractor in the event of any breach to a watercourse and/or risk of major pollution to a Watercourse or land drainage area or any incident of fish kill:
 - a. Immediately inform the Agency, the Service Manager and (if required) the Emergency Services in that order:
For the Agency telephone: 0800 80 70 60
 - b. Secure the area from the approach of traffic and/or the 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. Regarding land slope and any apparent flow direction of any water flowing from the 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. Regarding lands lope and any apparent flow direction of any potentially polluting material or liquid, construct if possible and as necessary da 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 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.
28. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

Special Requirements in Relation to The Canal & River Trust

All works that impact on the canal infrastructure need to fulfil the requirements of the "Code of Practice for Works Affecting the Canal and River Trust" and this link will give you access to the code <https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice>

The Code is in three sections and can be located on the bottom left of the page.

Compliance with the Code of Practice allows us to work with developers and contractors to review scheme designs and construction processes and methods, and to minimise the impact of any works on our assets and customers.

Special Requirements in Relation to The Department for Animal & Plant Health Agency

1. In these Special Requirements the following term shall have the meaning assigned to it:
 - a. "APHA Representative" means the staff of the Animal & Plant Health Agency or its appropriately Authorised Representative and Agents empowered to act on its behalf.
2. Before commencing any work over any portion of the Site the Contractor shall confirm with the APHA Representative details of any restrictions relating to the prevention of the spread of animal, plant and/or poultry diseases which may for the time being be in force relating to the Site and any surrounding land, and/or access ways to which the Contractor or any Subcontractor employed by them, may have, or seek to gain entry for the purposes of the Works. The APHA Representative can be contacted at the following point:

Animal & Plant Health Agency

Email: APHASWEngland@apha.gsi.gov.uk

Website: <https://www.gov.uk/government/organisations/animal-and-plant-health-agency>

3. The Contractor shall ensure that his employees, or the employees of any Subcontractor employed by them, shall avoid all contact with livestock on or adjacent to the Site and keep strictly to any route which has been agreed with any owner/occupier of land always affected by the Works.
4. Where it is necessary for the purpose of the Works to enter land on which livestock are or may be kept the Contractor shall take all precautions to prevent any livestock penetration from adjacent land onto such land and/or contact between any livestock on that land and other livestock from adjacent land.
5. Where it is necessary for the purpose of the Works to enter land which is or has recently been occupied by livestock the Contractor shall provide, 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 Service Manager. 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 carries a valid citation on the label certifying approval by the Animal & Plant Health Agency.
6. The Contractor shall not enter buildings occupied or used by livestock for the purpose of the Works without the express written consent of the owner/occupier. When such entry is necessary, rubber boots and protective overgarments of an appropriate type shall be always worn which shall be disinfected upon the entry

and exit from such buildings in accordance with the instructions given at paragraph 5 above.

7. Notwithstanding any other provisions within this contract the Contractor shall take all necessary precautions to ensure that streams, ditches, and water troughs are not polluted because 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 Service Manager.
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 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 Service Manager who shall consult the owner/occupier as appropriate.
10. In addition to the above requirements the Contractor shall take all necessary precautions to protect farmers stock herds against the risk/spread of Brucellosis. 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 Service Manager. 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 carries a valid citation on the label certifying approval by the Animal & Plant Health Agency.
11. The Contractor shall strictly comply with any restrictions and/or precautions relating to the movement of soil which may be requested by the Animal & Plant Health Agency in the interests of restricting the spread of the following crop diseases:
 - a. Rhizomania (affecting beet)
 - b. Red Core Disease (affecting strawberries)
 - c. Wart Disease (affecting potatoes)
 - d. Verticillium Wilt (affecting hops)
 - e. Cyst Nematodes (affecting potatoes/beet)
12. The Contractor shall strictly comply with any restrictions and/or precautions relating to the movement of soil which may be requested by the Animal & Plant Health Agency in the interests of preventing the spread of the following plant species:
 - a. Japanese Knotweed.
 - b. Giant Hogweed:In particular any soil 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 APHA Representative.

13. Regarding livestock diseases:

- a. Foot and Mouth Disease.
- b. Newcastle Disease (Fowl Pest).
- c. Swine Fever.
- d. Swine Vesicular Disease

14. Should an outbreak of any of the above highly infectious diseases occur in the area the Contractor, and/or any Subcontractor employed by them, shall not enter further upon any land, and shall immediately inform the Service Manager and request instructions. The Service Manager shall consult with and seek instructions immediately from the APHA Representative.

Carcase Burial Pits

15. Such pits contain the remains of animals which have been slaughtered for the purposes of containing certain diseases (particularly Foot and Mouth, but occasionally Anthrax). Unauthorised exhumation of such carcasses is illegal. Where there is prior knowledge that Carcase Burial Pits may exist in the Works the APHA Representative may be able to help in their location. However, if during the Works a Carcase Burial Pit is encountered by the Contractor, or any Subcontractor employed by them, all work shall cease at that location and the Contractor shall appropriately secure that area of the Site against access and immediately inform the Service Manager and request instructions. The Service Manager shall consult with and seek instructions immediately from the APHA Representative.
16. Compliance with the above requirements shall not relieve the Contractor of any of their obligations under the Contract.

Special Requirements in Relation to The Royal Naval Air Service

1. Where it is intended to make use of large cranes or other devices within Yeovilton/Merryfield user area, the total height of which including jibs exceeds 55m above normal ground level the Contractor shall inform the Royal Naval Air Service, who have responsibility to raise the NOTAM.
2. The Ministry of Defence airfields located in Somerset are:
 - a. RNAS Yeovilton (OS co-ordinates ST 550 234)
 - b. RNAS Merryfield (OS co-ordinates ST 342 186)

RNAS address to be informed:

Flight Planning

Address: Air Traffic Control, RNAS Yeovilton, Taranto Way, Ilchester, Yeovil, Somerset BA22 8HT

YEOVILTON OPS | BT: 01935 455497/5498 | MoD telephone: 93510 5497/5498 | SSS telephone: 929835102272 | * Email: DII: [NAVY YEO-AIR OPERATIONS SHARED](#) | * Email: NAVYYEO-AIOPERATIONSSHARED@mod.gov.uk

3. Information to be supplied:
 - a. Total height of obstruction above normal ground level
 - b. Dates of Use
 - c. Location: six figure grid reference together with OS1:50000 sheet reference number.
4. If the obstruction is to remain erected at night, it shall be lit in a manner approved by the Ministry of Defence.
5. The Contractor shall provide the above details to the RNAS 14 days prior to the erection of the obstruction to enable the necessary 'Notice to Airmen' to be issued.
6. Compliance with the above requirements do not relieve the Contractor of any of his obligations under the contract.