
VOLUME 0 MODEL CONTRACT DOCUMENT FOR MAJOR WORKS AND IMPLEMENTATION REQUIREMENTS

SECTION 1 MODEL CONTRACT DOCUMENT FOR HIGHWAY WORKS

PART 4

MODEL CONTRACT DOCUMENT FOR HIGHWAY WORKS - WALES NOVEMBER 2000 EDITION

SUMMARY

This Model Contract Document supersedes that published as PART 4 (February 1994).

INSTRUCTIONS FOR USE

This is an updated document to be incorporated into the Manual.

1. Remove PART 4 (February 1994) which is superseded and archive as appropriate.
2. Insert this document dated November 2000 into Volume 0, Section 1.
3. Amend contents page dated November 1995.
4. Archive this sheets as appropriate.



THE NATIONAL ASSEMBLY FOR WALES
CYNULLIAD CENEDLAETHOL CYMRU

Model Contract Document for Highway Works - Wales

Summary: This Model Contract Document supersedes that published as Part 4 (February 1994). It is applicable for use in Wales only.

REGISTRATION OF AMENDMENTS

Amend No	Page No	Signature & Date of incorporation of amendments	Amend No	Page No	Signature & Date of incorporation of amendments

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PART 4

**MODEL CONTRACT DOCUMENT FOR
HIGHWAY WORKS - WALES NOVEMBER
2000 EDITION**

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FOR OFFICIAL USE ONLY

MODEL CONTRACT DOCUMENT
FOR HIGHWAY WORKS
(FOR USE IN WALES)

INSTRUCTIONS FOR THE USE OF THE CONTRACTS SECTION
OF THE NATIONAL ASSEMBLY FOR WALES,
AGENT AUTHORITIES, HIGHWAY AUTHORITIES
AND CONSULTING ENGINEERS IN THE
PREPARATION OF CONTRACT DOCUMENTS FOR
HIGHWAY WORKS

INTRODUCTION

This Model Contract Document (MCD) is issued by The National Assembly for Wales as part of the Manual of Contract Documents for Highways Works. It is divided into two sections:

- a) With page numbers in Roman Numerals, contains the Instructions for Tendering, and an outline Location and Brief Description of the Works.
- b) With page numbers in Arabic Numerals, forms the contractual part of the Model and contains actual or typical contract documentation. The material is presented in the normal sequence appropriate to a contract for highway works.

NONE OF THE MATERIAL IN THE FIRST SECTION WILL FORM PART OF THE CONTRACT AS SUCH. THIS MATERIAL SHOULD BE SENT SEPARATELY TO TENDERERS WITH THE LETTER OF INVITATION TO TENDER. THIS MATERIAL MUST NOT BE BOUND INTO TENDER DOCUMENTS.

However, any information or instruction to tenderers, however communicated, may, depending on individual circumstances, have contractual implications and it is therefore necessary to OBTAIN PRIOR APPROVAL FROM THE NATIONAL ASSEMBLY FOR WALES, for any departures from the text contained in either section of this MCD.

The left hand pages of both sections are devoted entirely to Guidance Notes. These are intended to assist users of the MCD in the preparation of contract documents. They appear opposite the particular subjects to which they apply.

GUIDANCE NOTES

Nothing should be included in the Instructions for Tendering which may have influence upon the rates to be inserted in the Bill of Quantities or which is required to be contractual in any sense. The plural should be used only when alternative tenders are being invited.

PARAGRAPH 2. Where Contract Price Fluctuations provisions are included in the Contract, paragraph 2 opposite should be deleted and replaced by one of the following paragraphs:

(a) Where the Contract Price Fluctuations Clause (Clause 77 of the Conditions of Contract) is used alone the following paragraphs should be included:

2. Tenderers should note that the tender documents incorporate the Contract Price Fluctuations Clause (Clause of the Conditions of Contract). Any queries relating to this Clause should be raised with the Project Director/Engineer as early as possible in the tender period.

(b) Where the Contract Price Fluctuations Fabricated Structural Steelwork Clause (Clause 78 of the Conditions of Contract) is used alone, the following paragraph should be included:

2. Tenderers should note that the tender documents incorporate the Contract Price Fluctuations Fabricated Structural Steelwork Clause (Clause of the Conditions of Contract). Any queries relating to this Clause should be raised with the Project Director/Engineer as early as possible in the tender period.

(c) Where both the above-mentioned Clauses are used together with the Contract Price Fluctuations Civil Engineering Work and Fabricated Structural Steelwork Clause (Clause 79 of the Conditions of Contract) the following paragraph should be included:

2. Tenderers should note that the tender documents incorporate the Contract Price Fluctuations Clause; the Contract Price Fluctuations Fabricated Structural Steelwork Clause and the Contract Price Fluctuations Civil Engineering Work and Fabricated Structural Steelwork Clause (Clauses and of the Conditions of Contract). Any queries relating to the Contract Price Fluctuations Clauses should be raised with the Project Director/Engineer as early as possible in the tender period.

PARAGRAPH 3. This instruction requires queries on tender documents to be raised with the Engineer within a specified period. The date may vary according to the tender and the tendering period but it should be at least 14 days before the date for return of tenders.

PARAGRAPH 4. Only the sub-paragraphs that are relevant should be included

PARAGRAPH 5.(i) Only the sub-paragraphs of paragraph 4 that have been included should be listed.

PARAGRAPH 5.(ii) This sub-paragraph should be included only when applicable.

PARAGRAPH 6. To guard against the erosion of financial savings often inherent in such alternative designs, particularly for a major structures, The National Assembly for Wales may consider providing in the contract for payment for construction of the alternative design to be on a Lump Sum' basis (as distinct from measure and value). The requirement for such payment arrangements does NOT negate the need for a BQ to show how costs are allocated within the overall Lump Sum' by the tenderer, though its use in contractual terms will differ from that applied to the normal measure and value arrangements applied within contracts. This latter requirement is covered in the paragraph 6 (ix).

INSTRUCTIONS FOR TENDERING

TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS IN ANY PARTICULAR MAY BE REJECTED BY THE EMPLOYER WHOSE DECISION IN THE MATTER SHALL BE FINAL.

1. (i) The tender document must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender document other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.
(ii) Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium.
2. Tenderers should note that the Contract will not include a Contract Price Fluctuations Clause.
3. Any queries arising from the tender documents which may have a bearing on the offer to be made should be raised with the Engineer as soon as possible (preferably in writing) and in any case not later than 14 days before the date for the return of tenders. The Engineer will be ready to consider properly reasoned requests for an extension of the tender period.
4. The attention of tenderers is directed to the provisions in the tender document for a choice of designs and types of construction in respect of the following:
 - (i) alternative types of pavement and types of safety fence - refer to para. 5(i);
 - (ii) alternative types of resurfacing - refer to para. 5(i);
 - (iii) structures where a choice of designs is offered - refer to para. 5(i);
 - (iv) structures to be designed by the Contractor - refer to para. 5(ii).

A decision to accept any tender based on a particular form of construction proposed by the tenderer (in respect of a structure to be designed by the Contractor or a structure where a choice of design is offered) and to award any contract, will be influenced by the cost to the Employer of future maintenance of such form of construction assessed in accordance with Standard BD 36/92 or subsequent amendment thereto.

Where the tenderer wishes to propose modifications to design, or an alternative design not specifically provided for in the tender document, an alternative tender may be submitted in accordance with paragraph 6.

5. (i) Tenderers should note that separate Bills of Quantities are included in the tender documents for each of the choices listed in paragraph 4(i), (ii) and (iii). In each case the tenderer must price only the Bill of Quantities appropriate to his choice, following the instructions given therein.
(ii) The attention of tenderers is directed to the provisions in the tender document for the construction of structure(s) to be designed by the Contractor, and the design specification and requirements therein.
6. Where it is desired to submit a tender involving modifications to design or an alternative design not specifically provided for in the tender documents, this should be done by way of an alternative tender. But no alternative tender will be considered unless a tender based strictly on the documents without qualification is also submitted. Any alternative tender must also be free of qualifications and be fully priced to show clearly how and where costs would differ from the primary tender (TENDERERS SHOULD NOTE THAT THE EMPLOYER RESERVES THE RIGHT TO REQUIRE THOSE ELEMENTS OF THE TENDER AFFECTED BY THE ALTERNATIVE DESIGN TO BE PRICED AND PAID FOR ON A 'LUMP SUM' BASIS). The tenderer should approach the Engineer to ascertain what special design criteria and requirements apply in respect of the alternatives or modifications he is contemplating. Any such approach will be treated in confidence but the following procedure must also be followed:

GUIDANCE NOTES

Sub-paragraph (i). The two weeks notice required is intended for major modifications. This period should not be a barrier to the consideration of minor modifications, eg certain expansion joint components.

When giving his opinion about the engineering acceptability of the modifications, the Engineer should confirm in writing that this is his preliminary opinion and is not binding.

Sub-paragraphs (iii) and (iv). The National Assembly for Wales should obtain the Engineer's agreement to the checking proposals and to acceptance of responsibility for the alternative design, and the Contractor's agreement to pay the cost of the check and of any necessary modifications to the design, before awarding the contract.

Sub-paragraph (vi) should be omitted in documents for contracts in, which there is no possibility that reinforced earth will be used. In circumstances where the use of reinforced earth is not required, and sub-paragraph (vi) is deleted, sub-paragraph (vii) should be renumbered accordingly.

- (i) Proposals involving modification of design in whole or in part should be notified in confidence to the Engineer as early as possible during the tender period. An alternative tender will not be considered unless this prior notification has been given not less than two weeks before the due date for return of tenders. Following receipt of this notification the Engineer will, after such consultation with the Employer as he may consider necessary, give a preliminary opinion as to the engineering acceptability of the modifications proposed; this will not be binding on the Engineer or the Employer. In their own interest tenderers are advised to provide as much information as possible about the modifications at this stage.
- (ii) If the tenderer does decide to submit an alternative tender it must be accompanied by supporting information, drawings, an Approval in Principle Form (AIP) duly completed by the Engineer and a priced Bill of Quantities addendum covering the substitution of the alternative to enable its technical acceptability, construction time and price to be fully assessed.
- (iii) Any alternative tender involving modifications to design will be assessed on its merits and if considered valid may be accepted without recourse to re-tendering. The Engineer will accept responsibility for an accepted alternative design which will become the design for the purpose of the Contract.
- (iv) Any alternative designs for structures must conform with the standards prescribed in Standard BD 2/89. An alternative design which appears viable will be approved in principle prior to acceptance of the tender. Final approval will be given by the Engineer after an independent check of the detailed design arranged by the Engineer and carried out at the tenderer's expense has shown it to be satisfactory. The cost of any modifications shown by this check to be necessary must be borne by the Contractor.
- (v) A decision to adopt a technically acceptable modified design will be governed by the amount of the overall saving which can reliably be expected to accrue. In assessing the overall saving account will be taken of the effect of any deferment in starting and completion date of the project and the cost to the Employer of maintenance assessed in accordance with BD 36/92, or subsequent amendment thereto, of additional engineering and administrative resources involved in assessing the alternative design and in implementing it through to completion of the Contract.
- (vi) If consulting the Engineer, as required above, about alternative proposals involving the use of reinforced earth with a view to submitting an alternative tender, tenderers should be prepared to provide information concerning relevant patents or other protected rights and about licences in addition to the usual information on technical and design matters. They should note the following with regard to reinforced earth alternative tenders:
- (a) The indemnity required by Clause 28(1) of the Conditions of Contract is modified as regards reinforced earth by Clause 28(3), which ensures that contractors are not liable for infringements of reinforced earth patents or other protected rights which arise necessarily from the Engineer's design of the Works;
- (b) The Crown has reached agreement with M Vidal and the Reinforced Earth Company Limited for any and all past and future use of the inventions the subject of UK Patents No 1069361, 1324686, 1543806, 1550135 and 1563317. (The use of a certain steel high adherence strip was excluded from this agreement). Tenders involving the use of the foregoing patents should not include any sums attributable to licence, royalty or otherwise for such patents;
- (c) Reinforced earth alternative tenders must be supported by a warranty either that the tenderer will not use patents or other protected rights in the reinforced earth field other than those listed in (b) above or that he holds or can and will obtain and maintain all necessary licences for the use of other relevant patents or protected rights. The Contractor will under Clause 28(3) of the Conditions of Contract be required to indemnify the Employer against any claim due to failure on his part to hold or secure and maintain any required licences or permissions to use patented or other protected processes which may be necessary as a result of the construction of the Works in accordance with an alternative tender submitted by the tenderer and accepted by the Employer;

GUIDANCE NOTES

Sub-paragraph (vii) should be included only in documents for contracts or nominated sub-contracts equal to or exceeding £1m (The National Assembly for Wales voluntary advertising threshold) or as subsequently amended. (see EC Directive 71/305 as amended by 89/440). Where it is agreed that considerations other than lowest price may be used (for example, in Bonus/Charge), a list of such criteria, if possible in descending order of importance, should be added to sub-paragraph (vii) by the Engineer. Any queries about the criteria to be inserted should be referred to The National Assembly for Wales. Staff in The National Assembly for Wales should consult CON 117 of Volume 6 of the Highways Manual.

WITHDRAWN

(vii) In determining the award of the contract, regard will be had not only to the price tendered but also to the following criteria:

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.....

(viii) Any alternative designs for road lighting must conform with the Standard TD 30/87: Design of Road Lighting for All Purpose Trunk Roads'. The design procedure in Section 5 of the Standard introduces the preparation of road lighting designs in performance terms, taking the required characteristics of equipment, environmental factors and maintenance procedures into account. It also allows for choice between high and low pressure sodium lamp types, except where that choice is determined by specific site considerations.

(ix) If an alternative design is accepted, a priced schedule of quantities will be required and will be used for the valuation of monthly statements and any variations ordered by the Engineer in connection with the alternative design.

7. Tenderers must satisfy themselves, prior to submission of their tender(s), that the following certificates are available as appropriate in relation to the work, goods and materials offered:

- (i) certificates of conformity with quality management schemes;
- (ii) certificates of conformity with product certification schemes (where the product is not marked);
- (iii) British Board of Agreement Roads and Bridges Certificates;
- (iv) Statutory type approval certificates;
- (v) Type approval certificates;
- (vi) Registration certificates;
- (vii) Technical approval certificates (design and check certificates) for lighting columns;
- (viii) manufacturers' and suppliers' test certificates.
- (ix) In respect of Aluminium Bridge Parapets tenderers need to be aware that the Type Approval system covers the acceptance of systems which are dependent on specific proprietary components. Tenderers should ensure that aluminium parapets are supplied in accordance with the requirements of the following table:

GUIDANCE NOTES

WITHDRAWN

PROMOTER AND SYSTEM	CONTAINMENT	REFERENCE DOCUMENT	ONLY PERMITTED EXTRUDER	NOTES
Almetex (formerly Alcan Extrusions Latchford)	Normal	BS 6779 Part 1 1992 Amendment No 1	Almetex Merseyside	Low Containment now withdrawn
Baco 300 & 400 Series Modified	"	"	"	Must work to Drg RF 158/01
Grundy	Normal and low	"	Alcoa South Wales or Merseyside	
Phoenix	"	"	"	
Baco 3000	"	Highways Agency letter 10.11.94	Almetex Merseyside	
Lindley	Normal	Highways Agency letters 17.11.95	For Rails SAPA Derbyshire. For Posts SAPA Derbyshire or Hulett South Africa	Checks must be made that Conditions of Acceptance are complied with in particular 4a and 4b

The attention of tenderers is directed to the provisions in the Contract for approval procedures in respect of certain proprietary products. Details of these are given in the Specification and are summarised in the Standard SD 1/92 which includes the minimum periods of time that should be allowed for approval to be obtained. A list of products which currently meet the requirements is contained in Advice Note SA 1/93, or any subsequent amendment thereto.

Tenderers should note that the Quality Assurance schemes listed in Appendices A and B of the Specification are mandatory, and that proprietary products and systems listed in Appendix C are required to have an Agreement Certificate, type approval or registration with The National Assembly for Wales.

GUIDANCE NOTES

PARAGRAPH 8.(i) The MAXIMUM period for the Time for Completion must be inserted by the Engineer BEFORE tenders are invited and MUST be the same as that inserted by the Engineer against Clause 43 - 'Time for Completion' in the Appendix to the Form of Tender.

Where Sectional completion of the Works are required the text in brackets should be included along with paragraph 19 of the Instructions for Tendering and the Time for Completion (Section(s)) in the Appendix to Form of Tender.

PARAGRAPH 8.(iii) Tenderers MUST insert their chosen time for completion (subject to the MAXIMUM time allowed) in the Appendix to the Form of Tender, BEFORE their tenders are returned.

AWARD WITH OPTIMUM PERIOD TENDERING IS ON THE BASIS OF LOWEST PRICE ONLY. NO FINANCIAL ALLOWANCE IS MADE IN TENDER EVALUATION FOR SHORTER COMPLETION PERIODS THAN THE MAXIMUM STATED IN THE APPENDIX.

Where a case can be made for applying the calculated 'COST BENEFITS' of early completion to a tender evaluation, consideration should be given to the application of OWN PERIOD TENDERING - an incentive contract form based on a time/cost tender evaluation, where a premium for time saved is stated in the Instructions for Tendering. A decision to apply OWN PERIOD TENDERING MUST be taken BEFORE tender invitations are issued. AN OWN PERIOD (combined time/cost award) CANNOT be made retrospectively against a scheme originally framed only for an OPTIMUM PERIOD (cost only) award.

PARAGRAPH 9.(i) This paragraph should be omitted if there are no Special Requirements in relation to any Statutory Bodies. The names of any bodies who are affected by the Works, and with whose Special Requirements the Contractor must comply, should be inserted. Any Special Requirements which other Statutory Bodies likely to be involved may wish to propose should be cleared with The National Assembly for Wales before inclusion. Wherever available, The National Assembly for Wales standard requirements MUST be used.

PARAGRAPH 9.(iv)(v)(vi) and (vii) Should only be included if relevant

PARAGRAPH 10.(i) This sub-paragraph should be omitted if no arrangements have been included in Appendix 6/2 or elsewhere in the Specification.

8. (i) Tenderers should note that the maximum time for completion of the whole of the Works is weeks. It is open to tenderers to offer completion of the whole of the Works (and any Section(s) thereof as set out in the Appendix to the Form of Tender) in the maximum time or in a shorter period of their own choosing.
- (ii) Tenderers should note that NO PREMIUM will be applied in tender evaluation FOR SHORTER COMPLETION PERIODS.
- (iii) Tenderers MUST insert their time(s) for Completion in the appropriate section(s) of the Appendix to the Form of Tender and must calculate and enter the appropriate quantities for the time related items in the preliminaries Bills of Quantities.
9. (i) Attention is directed to the Special Requirements in relation to:
.....
.....
- and to the fact that it will be necessary when effecting the insurance required by Clause 23 of the Conditions of Contract to let the Insurers know of these Special Requirements.
- (ii) Tenderers are reminded of the provisions for compliance with relevant Health and Safety Legislation and Regulations. (Clause 26 of the Conditions of Contract refers).
- (iii) The attention of tenderers is drawn to the Construction (Design and Management) Regulations 1994 which came into force on 31 March 1995.
- (iv) It is proposed to formally appoint the successful tenderer as principal contractor under the Regulations at the time of contract award. Tenderers must therefore be able to satisfy the client that they are competent and have made available adequate resources for health and safety.
- Accordingly tenderers are required to submit with their tenders a completed questionnaire on health and safety as issued with the tender documents.
- (v) If tenderers propose to make any revisions to the health and safety plan issued with these instructions the agreement of the planning supervisor should be sought in writing, directed through the client, prior to the return of tenders.
- (vi) The successful tenderer in his role as principal contractor will be required to develop the health and safety plan in accordance with the requirements of the Regulations and co-operate with the planning supervisor to enable him to fulfil his duties under the Regulations.
- (vii) Tenderers should include a written undertaking that if awarded the contract they are willing to accept the appointment of principal contractor and the duties thereof in accordance with Regulation 16.
10. (i) Tenderers are reminded of the arrangements for the disposal of hazardous material in the Specification.
- (ii) Tenderers are particularly reminded of the requirements of The Control of Pollution Act 1974 The Control of Pollution (Amendment) Act 1989 (relating to the identification of disposal sites and sources of fill) together with the provisions of The Environmental Protection Act 1990.
11. Tenderers' attention is directed to the Preamble to the Bill of Quantities and to Clause 116 of the Specification regarding the phasing of the Works in respect of existing services and supplies.

GUIDANCE NOTES

PARAGRAPH 12.(i) When selective tendering is not used 'and Form of Bond' should be inserted after 'Form of Agreement by Deed'.

Changes brought about by Section (1) of the Law of Property (Miscellaneous Provisions) Act 1989 and by Section 130 of the Companies Act 1989 have affected the 'Form of Agreement'. In short, the current legal position requires that the 'Form of Agreement' should now be referred to as the 'Form of Agreement by Deed' to achieve the same objective. The formal recitals at the end of the document have also been recast to reflect the requirements of the present legal position.

PARAGRAPH 12.(ii) It is intended that there should be NO EXCEPTION to this rule. There may however occasionally be doubt as to whether in fact a tender is qualified under this rule and whether parity of tendering is affected. If this is the case the matter should be resolved by The National Assembly for Wales as necessary. Any decision to accept or reject a tender under these very limited circumstances should be recorded on the scheme file in writing.

The Employer's decision on whether or not a tender is acceptable will be final and the tenderer will not be consulted. QUALIFIED TENDERS SHOULD BE EXCLUDED FROM FURTHER CONSIDERATION AND THE TENDERER NOTIFIED.

PARAGRAPH 14.(ii) Agents dealing with highway works tender documentation for The National Assembly for Wales should note that the appearance of a 'credit' value against any item(s) in the Bill of Quantities in favour of the Employer is NOT permitted following concerns expressed by The National Assembly for Wales auditors.

PARAGRAPH 14.(iv)(v) and (vi) Should be included in all contracts estimated to cost £1 million and above and in specified contracts below this value as notified by The National Assembly for Wales.

12. (i) The tender(s) should be made on the Form of Tender incorporated in the tender document. It should be signed by the Tenderer and submitted with the Bill of Quantities, which should be priced extended and totalled in ink, and accompanied by the Conditions of Contract, the Specification and the Form of Agreement by Deed, to the address and by the date and time stated in paragraph 17 below.
- (ii) NO UNAUTHORISED alteration or addition should be made to the Form of Tender, to the Bill of Quantities or to any other component of the tender document. Tenders MUST NOT be qualified in any other way, but must be submitted strictly in accordance with the tender document and these instructions. Tenders MUST NOT be accompanied by any covering letter or any statements that could be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders.
- (iii) All corrections which tenderers may have made to the priced Bill of QUANTITIES to be submitted must be initialled and dated by the person responsible for making the correction. Correcting fluid should not be used.
- (iv) Tenderers are required to submit with their tender a programme in the form of a bar chart, identical to that which would be required to be submitted by Clause 14(1) of the Conditions of Contract after the award of the Contract and level 1 detail quoted in appendix 1/13 of the Specification but excluding details of resources, to show their planning of the Works as envisaged at the tender submission date. The programme will be used for tender comparison purposes and shall not form part of the Contract. Following the Award of Contract, a full programme complying with Clause 14(1) of the Conditions of Contract and Appendix 1/13 of the Specification will be required to be submitted by the Contractor.
13. It is the practice to publish the amount of the successful tender and the name of the tenderer.
14. (i) Unit rates and prices and extensions must be quoted in pounds and whole pence to two decimal places. The terms 'nil' 'included' and/or '-' are NOT to be used, but should be indicated as £0.00. Figures MUST be inserted against each item in the Bill of Quantities (but see Paragraph 5). Before a contract is awarded, the Employer will write to any tenderer whose tender has required arithmetical adjustment.
- (ii) 'Credit' values in favour of the Employer SHALL NOT be inserted against any item(s) in the Bill of Quantities.
- (iii) TENDERERS SHOULD PARTICULARLY NOTE that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods Works or Services are made AFTER provision. Therefore any indication of a pricing strategy within a tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a tender in such form can be accepted. If in the opinion of the Employer such substantial early payments appear excessive in relation to the requirements of the Contract the Employer reserves the right to require the tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract. The Employer reserves the right to reject the lowest or any tender where in the opinion of the Employer early payments appear excessive.
- (iv) Tenderers must submit with their tender:
- a. a make up of the rates and prices in the Preliminaries Bills of Quantities and other special Preliminaries showing allowance for labour, constructional plant and equipment, materials, overheads and profit.
 - b. distribution of site and head office overheads in the Bills of Quantities.
- (v) Tenderers attention is drawn to Clause 14(8) of the Conditions of Contract where the successful Tenderer is required to submit to the Engineer a full make up of all his Tender rates and prices within 42 days after acceptance of the tender.
- (vi) Tenderers attention is drawn to Clause 14(1) of the Conditions of Contract and Specification Clause where the successful Tender is required to submit to the Engineer a programme within 21 days after acceptance of the tender.

GUIDANCE NOTES

PARAGRAPH 15. The minimum 60 day period is indicated to avoid misunderstandings.

PARAGRAPH 16.(i) Agents preparing tender documentation for The National Assembly for Wales schemes will particularly wish to note the NEW PROCEDURES APPLYING TO THE CALCULATION OF LIQUIDATED DAMAGES. The value of the lowest tender can reasonably be taken to represent the best market pre-estimate of the value of the Works to the Employer.

The Standard Formula given produces the largest figure which can normally be applied and MUST NOT BE AMENDED. Any case in which late completion would be more than normally damaging to the Employer MUST be referred to The National Assembly for Wales by the Agents BEFORE any invitation to tender is made. Occasionally daily Site Supervision costs may be well above the 2.5% element, within the standard 15 figure, considered to cover such costs. In these cases the 2.5% element may be replaced by the direct cost of supervision. This arrangement applies ONLY to contracts where The National Assembly for Wales is defined as the 'Employer' and commercial supervision is 'bought in' and paid for on a 'time basis' ie a firm of Consultants. Where this is the case the Standard Formula given opposite may be deleted (SUBJECT TO THE NATIONAL ASSEMBLY FOR WALES APPROVAL) and replaced by the following:

'Final Award Price X 12.5% ÷ 365 + DAILY SUPERVISION
COST = £..... per day'

THE FORMULA GIVEN IN THE INSTRUCTIONS FOR TENDERING MUST MATCH THAT GIVEN IN THE APPENDIX.

The EMPLOYER will INSERT the actual figure for L/D's, (which ever formula is used) in Column 1 of the schedule on the basis of the formula given, IMMEDIATELY PRIOR TO AN AWARD. A copy of the completed schedule is to be forwarded to the successful tenderer under cover of the award letter.

PARAGRAPH 16.(ii) Should only be included where a requirement exists for sectional completion of the Works. The Engineer must insert, BEFORE TENDER INVITATION the appropriate percentages in (B) against each Section given, BELOW the schedule for Clause 47 Liquidated Damages in the Appendix to the Form of Tender. These percentages will be used by the EMPLOYER to INSERT in the table actual values against each section calculated from the daily Liquidated Damages figure produced from the final contract award price using the formula given, IMMEDIATELY PRIOR TO AWARD. A copy of the completed table is to be forwarded to the successful tenderer under cover of the award letter.

PARAGRAPH 17. Should be completed as appropriate.

PARAGRAPH 18. Should be completed as appropriate.

PARAGRAPH 19. Should be included only when the document includes a requirement for Section(s) of the Works to be completed before the Time for Completion of the Whole of the Works. The number of the Appendix describing the requirement should be inserted. Each Section should be separately described and identified. The identification should be carried forward to the Appendix to the Form of Tender. (See Note under the heading 'Time for Completion (Section(s))').

PARAGRAPH 20. An estimate of the likely period between the award of contract and the Date for Commencement of the Works notified in writing by the Engineer under Clause 41 should be inserted in this paragraph.

15. The Employer does not bind himself to accept the lowest or any tender. It is The National Assembly for Wales policy to make every effort to reach a decision on the award of any contract within 60 days of the closing date for submission of tenders. If the 60 day period appears likely to be exceeded, the Employer will initially seek to negotiate an extension of that period with tenderers. However, if exceptionally this is not possible or delay appears likely to be excessive, the Employer will re-tender the work. Tenders **MUST** therefore remain open for acceptance for a minimum of 60 days from the tender return date.

16. (i) TENDERERS SHOULD PARTICULARLY NOTE that the calculation of Clause 47 Liquidated Damages in the Appendix to the Form of Tender will be based directly on the price of the accepted tender. Liquidated Damages will be calculated from the successful tenderer's total tender price, after any adjustments due to clarifications and/or arithmetical errors have been taken into account. The daily figure will be calculated using the following formula:

$$\text{Final Tender Price} \times 15\% \div 365 \text{ Days} = \text{£... per day Liquidated Damages.}$$

The EMPLOYER will INSERT the actual figure for L/D's, produced by the application of the formula in Column 1 of the schedule in the Appendix to the Form of Tender IMMEDIATELY PRIOR TO AN AWARD. A copy of the schedule as completed by the Employer will be forwarded to the successful tenderer with the award letter.

(ii) Where a contract provides for sectional completion the figures to be derived for the various Section(s) of the Works are expressed as a percentage of the daily rate calculated in accordance with the formula given at 16(i) above. The percentage(s) to be used for the calculation of actual values for each Section are indicated in the Appendix to the Form of Tender at (B), below the schedule for Liquidated Damages.

These percentages will be used by the EMPLOYER to INSERT in the schedule for Liquidated Damages in the Appendix to the Form of Tender actual values against each Section IMMEDIATELY PRIOR TO AN AWARD. A copy of the schedule as completed by the Employer will be forwarded to the successful tenderer with the award letter.

17. Tenders should be sent by registered post, recorded delivery, or delivered by hand in a plain sealed envelope. Whichever method is used, the envelope, or any franking thereon, must not bear any marks, sign or reference which might identify the Tenderer. The envelope must be clearly marked as follows:

'TENDER FOR
addressed to
.....
so as to arrive not later than 2PM on

Tenders must not be sent by any other form of postal service.

18. Any drawings and other documents not returned with the tender(s) are to be sent to:
.....
.....

19. Tenderers should note that the tender document includes a requirement for Section(s) of the Works to be completed before the Time for Completion of the Whole of the Works. (See Appendix of the Specification).

20. Tenderers should note that the Date for Commencement of the Works will be notified to the Contractor in writing by the Engineer in accordance with Clause 41 of the Conditions of Contract. A period of some weeks may be expected to elapse between the date of award of the Contract and the Date for Commencement of the Works as notified by the Engineer.

GUIDANCE NOTES

PARAGRAPH 22. If insurance details in respect of Clauses 21 and 23 are not submitted with any tenders, they should be immediately requested and the tenderer reminded that delay in submission might postpone further consideration of his tender. Such details **MUST** be obtained before the award of any contract.

PARAGRAPH 23. The final sentence of this paragraph should be included only when applicable.

PARAGRAPH 24. The paragraph should be included where applicable. If details are not submitted with any tender they should be immediately requested and the tenderer reminded that delay in submission might postpone further consideration of his tender. Further advice may be found in NG 1601 of the Specification for Highway Works 1998.

21. (i) Tenderers should note that tenders and supporting documents must be written in English or Welsh and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the law of England and Wales.

(ii) The Model Contract requires tenderers to adhere to the terms of the Welsh Language Scheme approved for The National Assembly for Wales by the Welsh Language Board under Section 21 of the Welsh Language Act 1993.

22. Tenderers shall submit details of their existing insurance or insurance proposals for the Employer's approval with their tender as follows:

(i) Details of the terms of the insurance they propose to effect, or which they already hold and intend to use, to meet the requirements of Clause 23 of the Conditions of Contract, **MUST** be submitted. Where the insurance terms submitted for approval provide for an 'EXCESS SUM' (that being the portion of each claim for which, or below which, the insurer is not liable), tenderers must include with their tenders a statement undertaking responsibility for dealing with third party claims, or parts of such claims, within the excess amount. Insurance provisions containing EXCESS SUMS of more than £1,000 will **NOT** be approved.

(ii) Details of any insurances they already hold or propose to effect to meet the requirements of Clause 21 of the Conditions of Contract. Where the insurance terms submitted for approval provide for an 'EXCESS SUM' (that being the portion of each claim for which, or below which, the insurer is not liable) The Employer will allow the following levels of excess:

a) Against the requirements of Clause 21 (a):

- 1) Where the total sum of the tender is £100,000 or less - an excess of £1,000.
- 2) Where the total sum of the tender is £100,001 to £999,999 - an excess of £5,000.
- 3) Where the total of the tender is £1,000,000 or greater - an excess of £10,000.

b) Against the requirements of Clause 21 (b):

- 1) An excess sum of £1,000.

An EXCESS SUM of more than £1,000 will **NOT** be approved. Tenderers **MUST** include with their tenders a statement undertaking responsibility for dealing with claims, or parts of such claims, within the excess amount.

(iii) Questions about insurance terms may be raised with the Engineer in writing at the earliest possible opportunity and in any event before return of tender. **TENDERERS SHOULD PARTICULARLY NOTE** that failure to present the required insurance details as requested may delay consideration of the tender by the Employer. No contract will be awarded until existing insurances or insurance proposals have been inspected and approved.

23. The attention of tenderers is directed to the provisions in the Contract for the erection and maintenance of temporary and permanent fencing (Clauses in the 300 Series of the Specification) and to the obligations of the Contractor in respect of claims under Clause 22 of the Conditions of Contract. Such obligations will include responsibility for all claims arising in respect of penetration of livestock onto the Site.

24. Where piling is specified and the tenderer is given freedom to choose the type of piling, he must submit with **BUT NOT AS PART OF THE TENDER** sufficient details of the system he proposes to use to enable its suitability to be assessed. If the tenderer proposes to employ a piling sub-contractor the name of the proposed sub-contractor must also be submitted with **BUT NOT AS PART OF THE TENDER**. **TENDERERS SHOULD PARTICULARLY NOTE** that failure to present the required piling details as requested may delay consideration of the tender by the Employer.

GUIDANCE NOTES

PARAGRAPH 25. Should be completed and included only when specific routeing requirements and/or traffic restrictions are described in the document. In such cases Clause 30(4) of the Conditions of Contract should be included in the tender document. When specific routeing requirements and traffic restrictions cannot be defined in advance, and it is believed that the Contractor might wish to make use of certain access roads to the Site which, depending upon circumstances, might be unsuitable, the following paragraph should be substituted to enable the Engineer to agree access routes and to incorporate such agreement into the Contract by correspondence:

'Before accepting a tender, the Employer will require the tenderer upon request to submit for consideration his proposals for routeing heavy loads including details of gross weights involved'.

Where permitted access routes are specified under Appendix 1/19 of the Specification EVERY EFFORT MUST BE MADE TO PROVIDE MORE THAN ONE PERMITTED ACCESS ROUTE. Only in EXCEPTIONAL circumstances should one route alone be specified, such a situation can result in contractual difficulties if during the course of the contract the Contractor is 'frustrated' from using the defined route.

PARAGRAPH 27. Should ONLY be used for contracts where The National Assembly for Wales is defined in the tender documents as the Employer'.

Section 55 of the Patents Act 1977 does NOT allow a general authority for the use of patents by Agents of The National Assembly for Wales as defined in the terms of the Highways Act 1980. Where an Agent is defined as the 'Employer' in tender documents which may require the use of a patented process for the services of the Crown A SCHEME AND PATENT SPECIFIC FORMAL AUTHORISATION MUST BE GIVEN IN WRITING TO THE AGENT BY THE NATIONAL ASSEMBLY FOR WALES BEFORE ANY INVITATION TO TENDER IS ISSUED.

Agents should note that such authorisations MUST NOT be issued without the prior involvement and approval of The National Assembly for Wales.

Where such specific authorisations are given to Agents the Instructions for Tendering paragraph opposite should be replaced with the following:

'Tenderers should note that to the extent that the Contractor will be required by the provisions of the Contract to execute the Works by a particular method which NECESSARILY involves the employment of a patented invention or process, the Contract carries specific authority to the Employer for the use of that invention or process for the purpose of services for and on behalf of the Crown under Section 55 of the Patents Act 1977 so that such use in this particular Contract does not amount to an infringement of the patent concerned. This instruction is NOT to be taken as an admission that the requirements of the Contract necessarily involve the employment of any patented invention or process.'

PARAGRAPH 28(A). Should be included where preliminary discussions with the minerals or local planning authority and the waste producers have shown that there is a possible source of suitable waste within economic transporting distance of the site.

PARAGRAPH 28(B). Should be included where these discussions have shown that there are no such sources of waste material.

(See Welsh Office Circular 36/87 'Use of Waste Material for Road Fill', which outlines the agreed procedures for consultation with mineral and local planning authorities and waste producers).

25. Attention is drawn to Appendix 1/19 of the Specification where routeing requirements and/or traffic restrictions are described. Tenderers should particularly note that the Employer does not in so specifying any particular route warrant that the route will be available in full or in part for the whole or any part of the completion period of the Works.

26. The transport by road of loads in excess of 27.4 metres in length, requires movement authorisation from The National Assembly for Wales under Section 44 of the Road Traffic Act 1988. This requirement will not be affected by award of this Contract. Clause 26(2) of the Conditions of Contract specifically requires the Contractor to conform with statutes. Tenderers should note that movement authorisations are generally given only for the minimum distance necessary and movement of long loads by road over greater distances will in most cases be permitted only if exceptional circumstances render such movement unavoidable. If in connection with the Contract, authorisation is not given for movement of long loads by road, it will be the Contractor's responsibility to make whatever alternative arrangements are necessary for delivery to the Site, and to bear the costs of the alternative arrangements. The attention of tenderers is also drawn to Clause 30 of the Conditions of Contract in connection with the avoidance of damage to highways and bridges and the transport to the Site of constructional plant and materials.

27. Tenderers should note that to the extent that the Contractor will be required by the provisions of the Contract between The National Assembly for Wales and the Contractor to execute the Works by a particular method which necessarily involves the employment of a patented invention or process, the Contract carries implied authority for the use of that invention or process for the services of the Crown under Section 55 of the Patents Act 1977 so that such use does not amount to an infringement of the patent concerned. This instruction is not to be taken as an admission that the requirements of the Contract necessarily involve the employment of any patented invention or process, and no authority will be implied if the provisions of the Contract can be met by the use of non-patented inventions or processes.

28(A) Tenderers should note that The National Assembly for Wales has informed the [minerals and] local planning authority[ies], (name[s] of authority[ies]) and local waste producers of the likely requirements for bulk fill for this scheme, so that:

- (i) possible sources of suitable waste materials that are likely to be available within an economic transporting distance of the site may be identified, and
- (ii) the planning authority may prepare a brief indicating areas where there would be a presumption against borrow pit workings or the disposal of surplus material, and identifying alternative potential sources of suitable fill, including suitable waste fill.

For information on these matters, tenderers should contact [name of planning authority] at the following address:

.....
.....

28(B) Tenderers should note that The National Assembly for Wales has informed the [minerals and] local planning authority[ies] (name[s] of authority [ies]) of the likely requirements for bulk fill for this scheme, so that they may consider preparing a brief indicating areas where there would be a presumption against borrow pit working or the disposal of surplus fill. For information on these matters tenderers should contact [name of planning authority] at the following address:

.....
.....

29. Tenderers attention is drawn to the arrangements for the calculation of the minimum amounts of Interim Certificates as set out in the Appendix to the Form of Tender.

30. Arrangements for inspection of the Site which involve access to land The National Assembly for Wales does not own must be made through the Engineer, in order that Prior Permission is obtained from occupiers before going on to property. However, tenderers should note that permission to enter private land during the tender period cannot be guaranteed. Whilst on the property care must be taken to minimise disturbance to the occupiers.

GUIDANCE NOTES

WITHHOLD DRAFT

31. Tenderers particular attention is drawn to the provisions in the Contract regarding the erection of information boards to advise the travelling public of the progress of the Works. Failure to comply with these requirements will be taken into account as provided for by the EC Works Directive when compiling future tender lists.

32. **TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 1981 (TUPE)**

(i) The attention of Tenderers is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE). In some cases, where work awarded to one outside contractor is subsequently awarded to another, such a transfer of work may constitute the “transfer of an undertaking” for the purposes of TUPE. TUPE provides that where there is a transfer of an undertaking (or part of one), the new employer takes over any employment liabilities and the responsibility for the employment contracts of the employees in the relevant undertaking (or part of one), who transfer to the new employer on their previous terms and conditions of service. As a successful tenderer may be a potential transferee for the purposes of TUPE, tenderers should seek legal advice as to whether TUPE will be likely to apply to the proposed contract and, if so, should reflect the financial implications of such a transfer in their tender.

(ii) As neither the National Assembly for Wales nor its agents would be directly affected by the application of TUPE (being neither transferee nor transferor for the purposes of TUPE), the application of TUPE is a matter for each tenderer to clarify with its legal advisers. If any tenderer requires further information for the purposes of determining whether TUPE is likely to apply, he may contact Contracts Officer, RA1, The National Assembly for Wales Transport Directorate, Room 2045, 2nd Floor, Cathays Park, Cardiff, CF10 3NQ; Tel 029-20826282.

(iii) Where possible, The National Assembly for Wales will take reasonable steps to assist tenderers in obtaining information for the purposes of TUPE; tenderers should note, however that where any information is provided to them by The National Assembly for Wales for the purposes of TUPE such information originates from a third party. As The National Assembly for Wales has no control over the compilation of that information, The National Assembly for Wales gives no guarantee or assurance as to the accuracy or completeness of the information and cannot be held responsible for any errors or omissions in it.

33. Tenderers are required to submit completed Form BES/P2 (Maintenance) Paint System Sheet(s) with their tender. TENDERERS SHOULD PARTICULARLY NOTE that failure to present the required (Maintenance) Paint System Sheet(s) as requested may delay consideration of their tender by the Employer.

34. Tenderers’ attention is drawn to the additional new clause (Clause 82) requiring the Contractors’ and sub-contractors’ goods vehicles to carry at all times an O-licence disc or documents appertaining to the operator’s licence. Tenderers are advised that The National Assembly for Wales will notify the Vehicle Inspectorate Agency (VI) of the commencement of works so that VI may carry out spot-checks on goods vehicles to ensure that they are operating legally.

35. **Construction Industry Scheme (CIS)**

The specified work will be a construction operation as defined in the Inland Revenue’s Construction Industry Scheme Regulations. You must confirm that you have registered with the Inland Revenue as a sub-contractor under the Scheme, and state whether a Sub-contractor Tax Certificate (CIS5 or CIS6) or a Registration Card (CIS4) is held; or alternatively confirm that you are a local authority or other public body exempt from holding a certificate. If awarded the contract, unless you are exempt from holding a certificate, you will be required to present to The National Assembly for Wales the appropriate CIS4, CIS5 or CIS6 document (or alternatively instead of a CIS5 Certificate, a ‘Certifying Document’) as proof of your registration, and to enable The National Assembly for Wales to determine whether the labour element of payments under the contract should be gross or net tax. Until you present the appropriate Sub-contractor Tax Certificate, Registration Card or Certifying Document, the Employer is not permitted to make any payments for work done.

GUIDANCE NOTES

WITHHDRAWN

36. **Adjudication:** the Model Adjudication Procedure, published by the Construction Industry Council, second edition dated November 1998 will be used for this Contract. A list of proposed names of adjudicators is at Annex A. Tenderers should indicate with their tender whether any of the proposed adjudicators are unacceptable and confirm that the proposed terms of appointment (at Annex B) are acceptable. If proposed adjudicators are not acceptable tenderers should propose three names (including addresses and telephone numbers) with their tenders.

37. **Adjudicator:** in the event of a dispute, an appointment will be made jointly by the Employer and the Contractor from Annex A. If tenderers disagree with any of these proposals they must include their alternative proposals with their tender. Please note that the Employer and the Contractor shall each bear 50% of the costs of the Adjudicator.

ANNEX A: List of Proposed Adjudicators.

ANNEX B: Appointment of Adjudicators.

WITHHDRAWN

ANNEX A

HOUSING GRANTS CONSTRUCTION AND REGENERATION ACT 1998
NATIONAL ASSEMBLY FOR WALES PANEL OF ADJUDICATORS

WITHDRAWN

INDEPENDENTS

Mr S M John
Mr S F Knill
Mr C D G Cottam
Mr A J Turner
Mr R A Harrison

KENNEDY AND DONKIN

Mr M Kelly

ROBERT WEST MANAGEMENT

Mr J R Roome

GEORGE CORDEROY

Mr R Appleton
Mr D R Bevan
Mr W Lynch
Mr A F Tombs
Mr R J Allen
Mr D W Wedlake
Mr M Kelly
Mr R A Wright

JAMES R KNOWLES

Mr M Entwistle
Mr T Fitzgibbon
Mr M Roberts
Helen Bentley
Mr T Sills

OVE ARUP

Mr D Loosemore

**TRANSPORT RESEARCH
LABORATORY (TRL)**

Mr S Wood

PARKMAN

Mr P Froggit
Mr W J Edwards

PELL FRISCHMANN

Mr B Dean
Mr B Drewett
Mr R Fuller
Mr J Gallaher

SYMONDS GROUP

Mr C Arnold
Mr W Ashurst
Mr D Briggs
Mr H Cook
Mr G Davies
Mr P Dixon
Mr A Else
Mr T Healey
Mr P Higgins
Mr R Lunniss
Mr P Milton
Mr D Sparkes
Mr I Williams

E C HARRIS

Mr P Gilkes
Mr M Bennett

EDMUND KIRBY

Michael Fotherby

GIBB LTD

Mr J F Pragnell
Mr P L Booen

NAME & ADDRESS	QUALIFICATIONS	AREA	LIMITATIONS
Stephen M John The Porthouse 41 Plas Taliesin Penarth Marina Penarth CF64 1TN Tel: 01222 701920	Eur Ing, BEng, MBA, CEng, FICE, MIHT, MCIM, MIMgt.	Nationwide	None
Stanley F Knill The Monastery Capel-y-Ffin Abergavenny NP7 7NP Tel: 01873 890379	BSc Dip Law, Eng, MICE, FCI Arb, MIMgt.	Nationwide	None
C D G Cottam 2 Old Track Upper Limpley Stoke Bath BA3 6JY (Senior Partner) Tel: 01225 723364	ICE Arbitrator since 1991, FIDIC, RIBA & Panel Member, CI Arb.	Not stated	Not stated
A J Turner 46 Essex Street London WE2R 3GH Tel: 0171 583 8899	BSc, MSc, LLB, CDipAF, Fellow ICE, Member of List of Arbitrators, FCI Arb, Barrister.		None, barring time when he would be sitting as an arbitrator in court or booked holidays
Robert A Harrison 41 Monmouth Drive Sutton Coldfield West Midlands B73 6JH Tel: 0121 355 4473	BSc, MSc, LLB, CEng, MICE, FCI Arb.	Nationwide	None
Kennedy & Donkin Mr Malcolm Kelly Calyx House South Road Taunton TA1 3DU Tel: 01823 253291	BSc, Dip Arb, CEng, MICE, FCI Arb.		None
Robert West Management Mr J R Room 1 The Commons Sandbach Cheshire CW11 1EG Tel: 01270 761419	BEng (Hons), CEng, MICE, MCIWEM, MConsE.		

NAME & ADDRESS	QUALIFICATIONS	AREA	LIMITATIONS
George Corderoy & Co Ltd Oliver House 16 & 17 High Street Cardiff CF1 2AX Tel: 01222 397884		Nationwide	None
Roy Appleton Portland Buildings 127-129 Portland Street Manchester M1 4PZ	Fellow of the Royal Institute of Chartered Surveyors.	Nationwide	None
David R Bevan (Associate Partner) 8 George Road Edgebaston Birmingham B15 1NP	Member of the Inst. of Civil Engineering Surveyors & Fellow of the Inst. of Highways & Transportation.	Nationwide	None
William Lynch (Associate Partner) 57 High Street Great Baddow Chelmsford Essex CM2 7HJ	Associate of the Royal Inst. of Chartered Surveyors. Member of the Inst. of Civil Engineering Surveyors. Member of the Inst. of Highways & Transportation, Associate of the Chartered Inst. of Arbitrators.	Nationwide	None
A F Tombs (Associated Partner) 8 George Road Edgebaston Birmingham B15 1NP	BSc, Member of Inst. of Civil Eng & Surveyors, Member of the Inst. Of Highways & Transportation	Nationwide	None
Roger J Allen (Associate Partner) The Crescent King Street Leicester LE1 6RX	Fellow of the Royal Inst. of Chartered Surveyors.	Nationwide	None
John D W Wedlake (Partner) Oliver House 16-17 High Street Cardiff CF1 2AX	Fellow of the Royal Inst. of Chartered Surveyors and Fellow of the Inst. of Highways & Transportation	Nationwide	None

NAME & ADDRESS	QUALIFICATIONS	AREA	LIMITATIONS
Michael Kelly (Partner) 8 George Street Edgebaston Birmingham B15 1NP	BSc (Hons) Fellow of the Royal Inst. of Chartered Surveyors	Nationwide	None
Richard A Wright (Associate) 57 High Street Great Baddow Chelmsford Essex CM2 7HJ	BSc (Hons) Quantity Surveying	Nationwide	None
James R Knowles 43 The Parade Roath Cardiff Tel: 01222 471144			
Mark Entwistle (Executive Director) FCI Arb, MBAE, FFB, Barrister (non-practising)	BTech, LLB (Hons), FRICS, FCIOB,	Nationwide	None
Terence Fitzgibbon	ARICS, FCI Arb, Barrister (non-practising)	Nationwide	None
Malcolm Roberts	FRICS, Dip Proj Man (RICS), FIC Arb.	Nationwide	None
Helen Bentley	BSc (Hons), CEng, MICE, ACI Arb.	Nationwide	None
Tom Sills	Dip Arb, FCI Arb.	Nationwide	None
Ove Arup & Partners Mr D Loosemore 13 Fitzroy Street London W1P 6BQ Tel: 0171 465 3077	Ceng, MICE, ACI Arb, FInst CES	Nationwide	None

NAME & ADDRESS	QUALIFICATIONS	AREA	LIMITATIONS
Parkman Parkman House Lloyd Drive Ellesmere Port South Wirral LGS 9HQ Tel: 0151 356 5555			
Paul Froggitt (Chief QS)	MICES	Nationwide	None
William J Edwards	BSc, DipArb, CEng, MICE, FIHT, FCI, ARB.	Nationwide	None
Pell Frischmann (Wakefield) Tel: 01924 368145			
Brian Dean (Managing Director)	BSc, Ceng, FICE, FIHT, MIWM.	Nationwide	None
Barry Drewett (Associate)	BSc (Hons), CEng, MICE.	Nationwide	None
Richard Fuller (Technical Director)	BSc, Ceng, MICE, FIHT, CDip AF.	Nationwide	None
John Gallaher (Director)	BSc, MSc, CEng, MICE, AMIWN. Not on HA Panel.	Nationwide	None
Symonds Symonds House Wood Street East Grinstead West Sussex RH19 1UU Tel: 01342 327131			
Mr C Arnold (Principal Project Manager)	BSc, Ceng, MICE, MAP.	Nationwide	None
Mr W Ashurst (Associate Director)	BSc, Ceng, FICE, FIHT.	Nationwide	None
Mr D Briggs (Regional Director)	MICE, MIStructE, ACI Arb	Nationwide	None

NAME & ADDRESS	QUALIFICATIONS	AREA	LIMITATIONS
Symonds Group (cont) Mr H S Cook (Principal Quantity Surveyor)	BSc (Hons), FRICS, MASI, ACI Arb.	Nationwide	None
Mr G Davies (Regional Director)	BSc, Ceng, FICE, MIHT.	Nationwide	None
Mr P Dixon (Director of Projects)	CEng, MICE, FIHT.	Nationwide	None
Mr A Else (Principal Contracts Engineer)	BSc (Hons), CEng, MICE	Nationwide	None
Mr T Healey (Associate Director: Bridges and Tunnels)	BSc, Ceng, MICE, MI Struct, MIHT.	Nationwide	None
Mr P Higgins (Director of Civil Engineering and Head of Litigation Support)	CEng, FICE, FCI Arb, MIHT, FRSA.	Nationwide	None
Mr R Lunniss (Associate Director)	BSc, MSc, CEng, MICE.		
Mr P Milton (Principal Engineer)	CEng, MICE, MI Struct E, MIHT.		
Mr D Sparkes (Associate Director)	CEng, MICE, ACI Arb.		
Mr I Williams (Principal Consultant) Penrhos Manor Oak Drive Colwyn Bay LL29 7YW	FRICS, Dip Arb, FCI Arb, FICPD. (Welsh speaking)	Nationwide	None
E C Harries New Bank Buildings Treforest Industrial Estate Pontypridd CF7 5UR Tel: 01433 842915			
Mike Bennett (Managing Surveyor) Tel: 01222 315315	Associate of RICS	Nationwide	None

NAME & ADDRESS	QUALIFICATIONS	AREA	LIMITATIONS
E C Harris (cont) Paul Gilkes (Associate) Tel: 0161 832 2332	Associate of RICS	Nationwide	None
Edmund Kirby Michael Fotherby India Buildings Liverpool L2 0TZ Tel: 0151 236 4552	BSc degree in QS Fellow of the Royal Institution of Surveyors		
Gibb Ltd J F Pragnell Manager of CRM Div Gibb House London Road Reading Berkshire RG6 1BL Tel: 0118 9635000	MICS, MICES, MICI Arb (ICE & CIC Acc Adj)	Nationwide	None
P L Booen Snr Executive Eng Gibb House London Road Reading Berkshire RG6 1BL Tel: 0118 9635000	BsC, MICE, FICE FICI Arb, FIDIC	Nationwide	None
Transport Research Laboratory (TRL) S J Wood Old Wokingham Road Crowthorne Berkshire RG45 6AU	Ceng, FICE, MIHT, BSc.		

ANNEX B

ADJUDICATOR'S APPOINTMENT (1)

THIS AGREEMENT is made on the day

BETWEEN:

- (1)
of
(The National Assembly for Wales/Purchaser/Employer*, which term shall include its successors and assignees);
- (2)
of
(the Contractor/Consultant/Agent*); and
- (3)
of
(the Adjudicator)

The National Assembly for Wales/Purchaser/Employer*, has entered into a Contract/Agreement* dated ('the Contract') with the Contractor/Consultant/Agent* for the execution of certain Works/Services*, and a copy of the Contract has been supplied to the Adjudicator.

The Adjudicator has agreed to act as and when required in accordance with the CIC Model Adjudication Procedure (the Procedure).

IT IS AGREED that:

1. The Adjudicator shall, as and when required, act as adjudicator in accordance with the Procedure, except when unable so to act because of facts or circumstances beyond his reasonable control.
2. The Adjudicator confirms that he is independent of The National Assembly for Wales/Purchaser/Employer*, the Contractor/Consultant/Agent*, and undertakes to use reasonable endeavours to remain so, and that he shall exercise his task in an impartial manner. He shall promptly inform The National Assembly for Wales Purchaser/Employer* and the Contractor/Consultant/Agent* of any facts or circumstances which may cause him to cease to be so independent.
3. The Adjudicator agrees to adjudicate the dispute in accordance with the Procedure.
4. The Adjudicator shall comply, and shall take all reasonable steps to ensure that any persons advising or aiding him shall comply, with the Official Secrets Act 1989. Any information concerning the Contract obtained either by the Adjudicator or any person advising or aiding him is confidential, and shall not be used or disclosed by the Adjudicator or any such person except for the purpose of this Agreement.
5. The National Assembly for Wales/Purchaser/Employer* and the Contractor/Consultant/Agent* agree jointly and severally to pay the Adjudicator's fees and expenses as set out in the attached schedule and in accordance with the Procedure.

6. The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator, unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.
7. This Agreement shall be interpreted in accordance with the law of England and Wales.

Schedule

1. The Adjudicator shall be paid £ per hour in respect of all time spent on the adjudication.
2. The Adjudicator shall be reimbursed the cost of legal or technical advice obtained in accordance with the Procedure and other extraordinary expenses necessarily incurred.
3. The Adjudicator is/is not* currently registered for VAT. Where the Adjudicator is registered for VAT, it shall be charged additionally in accordance with the rates current at the date of the work done.

Signed on behalf of The National Assembly for Wales/Purchaser/Employer*

.....

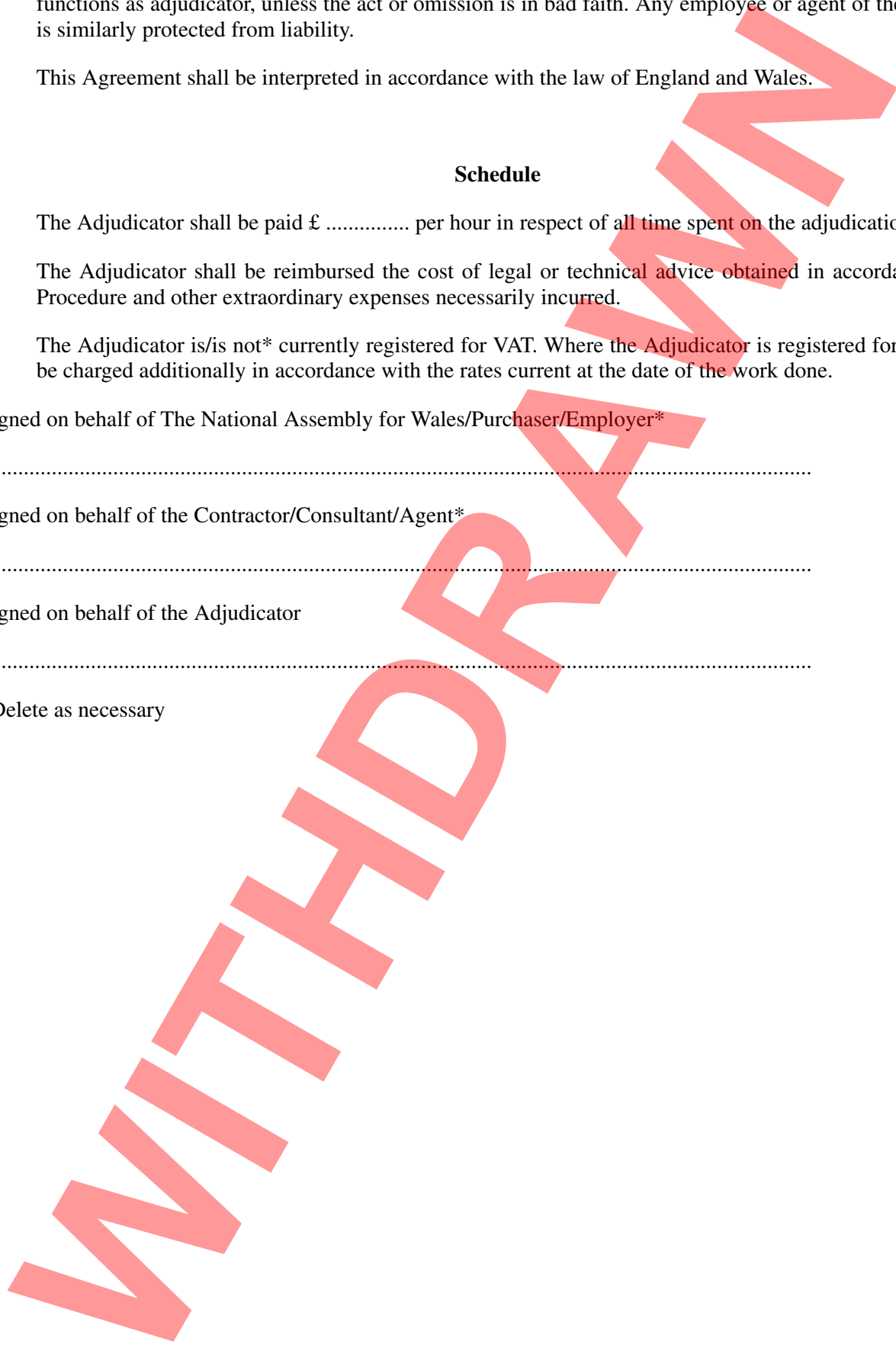
Signed on behalf of the Contractor/Consultant/Agent*

.....

Signed on behalf of the Adjudicator

.....

*Delete as necessary



ANNEX B

ADJUDICATOR'S APPOINTMENT (2)

THIS AGREEMENT is made on the day of

BETWEEN:

(1)
of
(the referring Party);

(2)
of
(the other Party)
(together called the Parties) and

(3)
of
(the Adjudicator)

A dispute has arisen between the Parties under a Contract/Agreement* between them dated in connection with

This dispute has been referred to adjudication in accordance with the CIC Model Adjudication Procedure (the Procedure) and the Adjudicator has been requested to act.

IT IS AGREED that:

1. The rights and obligations of the Adjudicator and the Parties shall be set out in this Agreement.
2. The Adjudicator confirms that he is independent of the Parties, and undertakes to use reasonable endeavours to remain so, and that he shall exercise his task in an impartial manner. He shall promptly inform the Parties of any facts or circumstances which may cause him to cease to be so independent.
3. The Adjudicator agrees to adjudicate the dispute in accordance with the Procedure.
4. The Adjudicator shall comply, and shall take all reasonable steps to ensure that any persons advising or aiding him shall comply, with the Official Secrets Act 1989. Any information concerning the Contract obtained either by the Adjudicator or any person advising or aiding him is confidential, and shall not be used or disclosed by the Adjudicator or any such person except for the purpose of this Agreement.
5. The Parties agree jointly and severally to pay the Adjudicator's fee and expense as set out in the attached schedule and in accordance with the Procedure.
6. The Adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator, unless the act or omission is in bad faith. Any employee or agent of the Adjudicator is similarly protected from liability.
7. This Agreement shall be interpreted in accordance with the law of England and Wales.

Schedule

1. The Adjudicator shall be paid £ per hour in respect of all time spent on the adjudication.
2. The Adjudicator shall be reimbursed the cost of legal or technical advice obtained in accordance with the Procedure and other extraordinary expenses necessarily incurred.
3. The Adjudicator is/is not* currently registered for VAT. Where the Adjudicator is registered for VAT, it shall be charged additionally in accordance with the rates current at the date of the work done.

Signed on behalf of the referring Party

.....

Signed on behalf of the other Party

.....

Signed on behalf of the Adjudicator

.....

*Delete as necessary

WITHHOLD DRAFT

GUIDANCE NOTES

The Location and Brief Description of the Works should be issued to tenderers separately with the invitation to tender and should not be bound into the tender document. It is important that NO STATEMENTS are included WHICH COULD BE CONSTRUED AS HAVING A CONTRACTUAL EFFECT,(for example by quoting any fixed date for the Commencement of the Works).

WITHDRAWN

LOCATION AND BRIEF DESCRIPTION OF THE WORKS

(For information for tendering purposes and NOT forming part of the contract documents).

WITHHOLD DRAWM

GUIDANCE NOTES

Opposite is a suggested layout for a cover to contract documents.

When selective tendering is used a Bond of Surety will not normally be required and reference to it should not therefore be made on the cover. The contents can of course be divided to form several volumes where appropriate.

WITHHDRAWN

Name of Tenderer

THE NATIONAL ASSEMBLY FOR WALES

OR

..... COUNCIL

Short Title of the Works:

.....

FORMS OF TENDER, AGREEMENT BY DEED AND BOND

CONDITIONS OF CONTRACT

SPECIFICATION

BILL OF QUANTITIES

Engineer for the Works:

.....

.....

Date

GUIDANCE NOTES

Opposite is a suggested layout for the contents page of the contract document.

The Form of Bond, and Alternative General Summary of Bill of Quantities: should ONLY be included when applicable.

Special Requirements in relation to any Statutory Bodies should be listed and should ONLY be included when applicable and listed in the appropriate Clause of the Conditions. (Clause 75 in the model)

SPECIAL REQUIREMENT INDEX

For the convenience of users the following index lists those standard Special Requirements which are available in the MCD:

NAME	Page No.
Electricity Generating and Distribution Companies (*)	38
Railtrack	41
The Coal Authority	53
TRANSCO	63
The British Pipeline Agency Ltd	67
The British Waterways Board	70
The Environment Agency	74
The National Assembly for Wales Agriculture Department	80
Cable and Wireless	82
British Telecommunications Plc	84
Motorway Communications Systems	86
The Civil Aviation Authority	88
Water and Sewerage Companies (*)	89

(*) enter specific name(s) of specific Statutory Body(ies) in tender document

The Daywork Schedule should be included when applicable (see Guidance Notes to the Daywork Schedule).

CONTENTS

	Page No.
Form of Tender	3
Anti - Collusion Certificate	4
Forms of Agreement by Deed	7
Form of Bond	15
Conditions of Contract	18
Special Requirements	38
Specification	92
Bill of Quantities	93
General Summary of Bill of Quantities	94
[Alternative General Summary of Bill of Quantities]	—
Daywork Schedule	95

WITHHDRAWN

GUIDANCE NOTES

It is important that a Short Title of Works is inserted in every case.

When tenders are to be invited for alternative Times for Completion of the Whole of the Works,

- (i) the words 'in either weeks or weeks' should be inserted after 'said Works' in line 4 paragraph 1.
- (ii) the words 'either of' should be inserted after 'within' in line 2 of paragraph 2.
- (iii) a footnote should be added as follows The tenderer should delete the words 'either' 'or weeks' and the words 'either of' when a tender for the alternative Time for Completion is not being submitted by him.

When there is a requirement in the Contract for Section(s) of the Works to be completed before the Time for Completion of the Whole of the Works, the words 'and the several Sections thereof' should be inserted after 'Permanent Works' in line 1 of paragraph 2.

BOND OF SURETY

When selective tendering is used a Bond of Surety will not normally be required and the third paragraph should be omitted.

SHORT TITLE OF WORKS:

All Permanent and Temporary Works in connection with:

.....
.....

FORM OF TENDER INCORPORATING
ANTI - COLLUSION CERTIFICATE
(NOTE: The Appendix forms part of the Tender)

To:

Having examined the Drawings, Conditions of Contract, Specification and Bill of Quantities for the construction of the above-mentioned Works (and the matters set out in the Appendix hereto), we offer to construct and complete the whole of the said Works and maintain the Permanent Works in conformity with the said Drawings, Conditions of Contract, Specification and Bill of Quantities for such sum as may be ascertained in accordance with the Conditions of Contract.

We undertake to complete and deliver the whole of the Permanent Works comprised in the Contract within the time(s) stated in the Appendix hereto.

If our tender is accepted we will, when required, provide two good and sufficient sureties or obtain the guarantee of a Bank or Insurance Company (to be approved in either case by you) to be jointly and severally bound with us in a sum equal to the percentage of the Tender Total as defined in the said Conditions of Contract for the due performance of the Contract under the terms of a Bond in the form annexed to the Conditions of Contract.

Unless and until a formal Agreement by Deed is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest, most economically advantageous or any tender you may receive.

Dated this day of 20.....

Signature In capacity of

Duly authorised to sign tenders for and on behalf of:

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

Fax No: Telephone No:

GUIDANCE NOTES

The Anti - Collusion Certificate opposite MUST BE INCLUDED IN ALL CONTRACTS and will form part of the Tender.

The wording inside the square brackets applies only where a consortium is submitting the tender, in which case additional signatures should be inserted as necessary and the definitions in paragraph 3 above the signatures should be amended to read as follows:

In this certificate 'person' includes any persons and any body of persons corporate or unincorporated, 'person outside this consortium' means, where the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or where the consortium is a company, a person other than a company holding shares in the consortium or any employee of such a company or the consortium, and 'agreement' includes an arrangement whether formal or informal and whether legally binding or not.

ANTI - COLLUSION CERTIFICATE

1. We certify that this tender is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of any contract for the work:

- (i) (a) communicate to any person [outside this consortium] other than The National Assembly for Wales or a person duly authorised by it in that behalf the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any person [outside this consortium] that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
- (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person [outside this consortium] for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (i)(a) or (b) above.

2. We further certify that the principles described in paragraphs 1(i) and (ii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

3. In this certificate, the word 'person' includes any persons and any body or association, corporate or unincorporated; 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this tender is made.

Dated this day of 20.....

Signature In capacity of

Duly authorised to sign tenders and acknowledge the contents of the Anti - Collusion Certificate for and on behalf of:

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

Fax No: Telephone No:

GUIDANCE NOTES

LIQUIDATED DAMAGES FOR DELAY (WHOLE OF THE WORKS): The rate will normally be 15% per annum of the total tender price. For example; for a tender in the sum of £80,000 the calculation of daily Liquidated Damages would be: $£80,000 \times 15\% = £12,000 \div 365 = £33.00$ per day.

Occasionally daily Site Supervision costs may be well above the 2.5% element, within the standard 15% figure above, considered to cover such costs. In these cases the 2.5% element may be replaced by the direct cost of supervision. This arrangement applies ONLY to contracts where The National Assembly for Wales is defined as the 'Employer' and commercial supervision is 'bought in' and paid for on a 'time basis' ie a firm of Consultants. Where this is the case the 'Standard L/D' calculation given at '(A)' below the Appendix table opposite may be deleted (SUBJECT TO CONTRACTS BRANCH APPROVAL) and replaced by the following:

'(A) CONTRACT PRICE AT AWARD DATE X 12.5% ÷ 365 + DAILY SUPERVISION COST = £..... per day'

The amount produced in either case should be inserted in Column 1 by the Employer based on the total tender sum, including any adjustments and/or corrections of arithmetical errors, immediately before a contract award is made. Any case in which late completion would be more than normally damaging should be referred to the National Assembly for Wales by the Agents BEFORE invitation to tender.

THE FORMULA GIVEN IN PARAGRAPH 16(i) OF THE INSTRUCTIONS FOR TENDERING MUST MATCH THAT GIVEN IN THE APPENDIX

LIQUIDATED DAMAGES FOR DELAY (SECTION(S)): In all cases where there is a requirement for Section(s) of the Works to be completed before the Time for Completion of the Whole of the Works the procedures set out in paragraph 16(i) and (ii) of the Instructions for Tendering must be followed.

BEFORE TENDERS ARE INVITED, the Engineer must insert at (B) of the Appendix to the Form of Tender the appropriate percentages to be applied to the daily figure of Liquidated Damages when the latter figure is known immediately prior to the award of the Contract.

IMMEDIATELY PRIOR TO THE AWARD OF CONTRACT, The Employer will enter the sum for the daily rate of Liquidated Damages for the Whole of the Works at (A) and in Column 1 of the Appendix to the Form of Tender. The Employer will also enter the appropriate sum(s) for the completion of Section(s) by application of the percentages to the daily rate for the Whole of the Works set out at (B). The figures in Column 2 opposite the relevant Section(s), show the amount(s) per day by which the Liquidated Damages for the Whole of the Works will be reduced upon satisfactory completion of the particular Section(s). The figures in Column 3 show the amount(s) opposite the relevant Section(s) which represent(s) a genuine pre-estimate of any specific damage likely to be suffered by the Employer in the event that the Section(s) shall not be completed within the time(s) stated.

APPENDIX

Note: Relevant Clause numbers are shown after the description)

LIQUIDATED DAMAGES FOR DELAY: (Clause 47)

		Column 1 see Clause 47(1)	Column 2 see Clause 47(2)	Column 3 see Clause 47(2)
For the Whole of the Works Weeks	£..... per day	-	-
For the following sections:				
Section Weeks	-	£..... per day	£..... per day
Section Weeks	-	£..... per day	£..... per day

COLUMN 1 LIQUIDATED DAMAGES FOR THIS CONTRACT HAVE BEEN CALCULATED AS FOLLOWS:

- (A) TENDER TOTAL AT AWARD DATE x 15% ÷ 365 DAYS = £..... per day
- (B) FIGURES TO BE DERIVED FOR EACH SECTION OF THE CONTRACT IN COLUMN 2 AND 3 ARE EXPRESSED AS A PERCENTAGE OF THE DAILY RATE AT (A) ABOVE:
- SECTION 1%
- SECTION 2%
- SECTION 3%
- (B) is completed prior to issue of the tender document.
- (A) The daily rates for Liquidated Damages in the schedule are completed by the Employer immediately prior to award of the Contract.

GUIDANCE NOTES

In Highway Works contracts the same figure will normally be entered in both columns. If there is any departure from this norm the Appendix will have to make this clear at tender stage by amendment to (B).

AMOUNT OF BOND: If a Bond is not required this item should be omitted. If a Bond IS required, the percentage, not exceeding '12.5' should be inserted by the Engineer before tenders are invited.

MINIMUM AMOUNT OF INSURANCE: This should be inserted by the Engineer before tenders are invited and is intended to relate to any one incident and NOT to any one claim. The amount of such insurance will depend upon the risks inherent in the Works.

TIME FOR COMPLETION (WHOLE OF THE WORKS): The MAXIMUM period for the Time for Completion must be inserted by the Engineer BEFORE tenders are invited and MUST be the same as that inserted by the Engineer at paragraph 8 (i) of the Instructions for Tendering. Tenderers wishing to offer shorter periods MUST insert their time for completion BEFORE their tenders are returned, in accordance with paragraph 8 (iii) of the Instructions for Tendering.

TIME FOR COMPLETION (SECTION(S)): Where there is a requirement for Section(s) of the Works to be completed before the Time for Completion of the Whole of the Works the identification referred to in the Note opposite Paragraph 19 of the Instructions for Tendering should be inserted together with the relevant MAXIMUM Time(s) for Completion. Tenderers wishing to offer shorter periods for each Section MUST insert their time for completion BEFORE their tenders are returned, in accordance with paragraph 8 (iii) of the Instructions for Tendering. A suggested layout for sectional completion is given as an OPTION opposite.

VESTING OF MATERIALS NOT ON SITE: The approval of The National Assembly for Wales MUST be obtained for any proposal to make provision in the tender documents for such vesting. If approval is given, the material(s) concerned must be listed by the Engineer in the Appendix to the Form of Tender before tenders are invited. In all other cases insert NONE' (The National Assembly for Wales staff refer to the Highways Manual).

METHOD OF MEASUREMENT: See substitute Clause 57 in this MCD.

MINIMUM AMOUNT OF INTERIM CERTIFICATE: Is to be calculated on the basis of the formula given. This sum is to be notified to the successful tenderer by the Project Manager within 14 days of the acceptance of the tender. It is not the Employer's intention to unnecessarily delay payment. The Engineer is permitted, but NOT obliged, under the Contract, to issue an Interim Certificate below the minimum stated if, bearing in mind his responsibilities to the Employer, he considers it reasonable to do so.

THE REFERENCE DATE: To be inserted by the Engineer BEFORE tenders are invited. The date inserted must be NO later than the tender invitation date. The appropriate date will normally be that three months prior to the tender invitation date. The term 'Reference Date' is referred to in Series 000 of the Specification for Highway Works.

APPENDIX (continued)

Amount of Bond (if any): (Clause 10) % OF TENDER TOTAL

Minimum Amount of Insurance: (Clause 23(2))
(IN RESPECT OF ANY ONE INCIDENT) £

Time for Completion: (Clause 43) Weeks
subject to a MAXIMUM of) Weeks

Section 1 Weeks (*) (subject to a MAXIMUM of) Weeks

Section 2 Weeks (*) (subject to a MAXIMUM of) Weeks

Section 3 Weeks (*) (subject to a MAXIMUM of) Weeks

(*) to be inserted by the tenderer

Period of Maintenance: (Clause 49(1)) 52 Weeks

Vesting of Materials not on Site: (Clauses 54(1) and 60(1))

1 2

3 4

5 6

Percentage of Value of Goods and Materials to be included 97% in Interim Certificates: (Clause 60(2)(b))

Minimum Amount of Interim
Certificates: (Clause 60(2)) (**) £

(**) To be calculated by the Employer using the following formula:

TOTAL SUM OF THE ACCEPTED TENDER ÷ CONTRACT PERIOD (MONTHS) = (£ SUM) ÷ 4 = £
(MINIMUM VALUE OF INTERIM CERTIFICATES).

Reference Date: 20.....

GUIDANCE NOTES

(VERSION FOR USE WHERE AN AGENT AUTHORITY IS THE EMPLOYER)

Changes brought about by Section (1) of the Law of Property (Miscellaneous Provisions) Act 1989 and by Section 130 of the Companies Act 1989 have affected the Form of Agreement'. In short, the current legal position requires that the 'Form of Agreement' should now be referred to as the Form of Agreement by Deed' to achieve the same objective. The formal recitals at the end of the document have also been recast to reflect the requirements of the present legal position.

An alternative Form of Agreement by Deed for use where the Contract is made with two or more firms acting jointly is also given in the MCD.

Forms of Agreement by Deed for use where The National Assembly for Wales is the Employer to the Contract are also given in the MCD.

Insert Short Title of Works.

The layout and spacing of the words recording the affixing of seals and the space for the signatures of witnesses may require modification to accord with the practice of the Agent Authority.

FORM OF AGREEMENT BY DEED

THIS DEED made the day of 20.....
BETWEENof
..... in
the County of
(hereinafter called "the Employer") on the one part and
..... of in
the County of (hereinafter
called "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works should be constructed, viz the Permanent and Temporary Works in connection with
and has accepted a Tender by the Contractor for the construction and completion of such Works and maintenance of the Permanent Works,

NOW THIS DEED WITNESSETH as follows:

1. In this Deed words and expressions shall have the same meanings as are assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Deed, viz:
 - (a) The said Tender.
 - (b) The Drawings.
 - (c) The Conditions of Contract.
 - (d) The Specification.
 - (e) The Priced Bill of Quantities.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to construct and complete the Works and maintain the Permanent Works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay to the Contractor in consideration of the construction and completion of the Works and maintenance of the Permanent Works the Contract Price at the times and in the manner prescribed by the Contract.

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

EXECUTED AS A DEED BY

..... (Name of Company)

[The Common Seal of Limited was hereunto
affixed to this Deed in the presence of:

..... (Director)]

GUIDANCE NOTES

WITHDRAWN

OR

[signed:

(1) (Name)
..... (Address)
.....
.....

(Director)

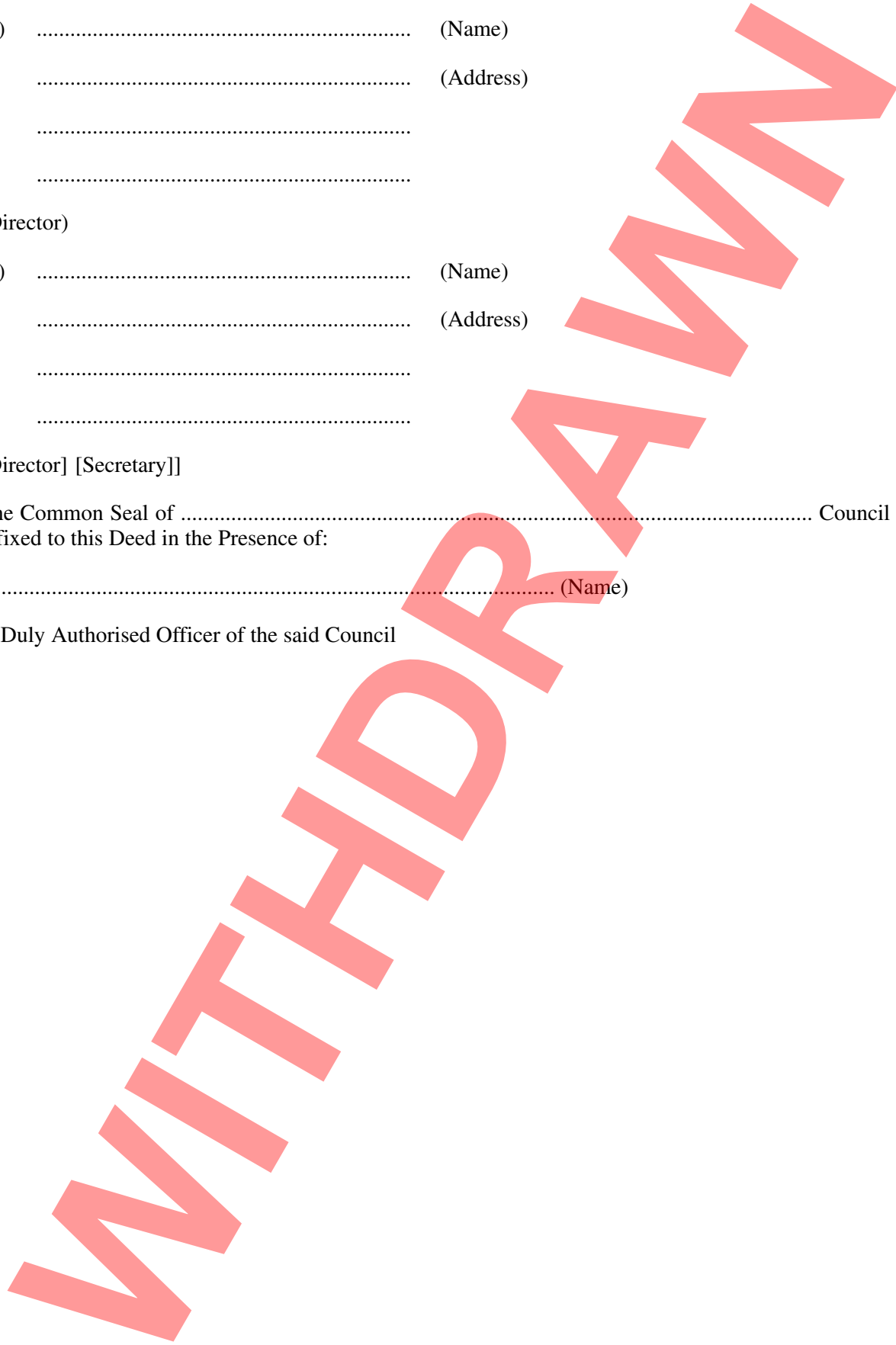
(2) (Name)
..... (Address)
.....
.....

[Director] [Secretary]]

The Common Seal of Council was hereunto
affixed to this Deed in the Presence of:

..... (Name)

A Duly Authorised Officer of the said Council



GUIDANCE NOTES

(VERSION FOR USE WHERE THE NATIONAL ASSEMBLY FOR WALES IS THE EMPLOYER)

Changes brought about by Section (1) of the Law of Property (Miscellaneous Provisions) Act 1989 and by Section 130 of the Companies Act 1989 have affected the Form of Agreement'. In short, the current legal position requires that the Form of Agreement' should now be referred to as the Form of Agreement by Deed' to achieve the same objective. The formal recitals at the end of the document have also been recast to reflect the requirements of the present legal position.

An alternative Form of Agreement by Deed for use where the Contract is made with two or more firms acting jointly is also given in the MCD.

Forms of Agreement by Deed for use where an Agent Authority is the Employer are also given in the MCD.

Insert Short Title of Works

WITHHOLD DRAFT

FORM OF AGREEMENT BY DEED

THIS DEED made the day of 20.....
BETWEEN The National Assembly for Wales, Cathays Park, Cardiff CF10 3NQ (hereinafter called “the Employer”)
of the one part and of..... in the County
of (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works should be constructed, viz the Permanent and Temporary
Works in connection with
and has accepted a Tender by the Contractor for the construction and completion of such Works and maintenance of
the Permanent Works.

NOW THIS DEED WITNESSETH as follows:

1. In this Deed words and expressions shall have the same meanings as are respectively assigned to them in the
Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Deed, viz:
 - (a) The said Tender.
 - (b) The Drawings.
 - (c) The Conditions of Contract.
 - (d) The Specification.
 - (e) The Priced Bill of Quantities.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the
Contractor hereby covenants with the Employer to construct and complete the Works and maintain the Permanent
Works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay to the Contractor in consideration of the construction and completion of
the Works and maintenance of the Permanent Works the Contract Price at the time and in the manner prescribed by the
Contract.

IN WITNESS WHEREOF the Contractor has to one part of these present caused his Common Seal to be affixed and
The National Assembly for Wales has to the other part caused its Corporate Seal to be affixed the day and year first
above written.

EXECUTED AS A DEED BY

..... (Name of Company)

[The Common Seal of Limited was hereunto
affixed to this Deed in the presence of:

..... (Director)]

GUIDANCE NOTES

WITHHDRAWN

OR

[signed:

(1) (Name)
..... (Address)
.....
.....

(Director)

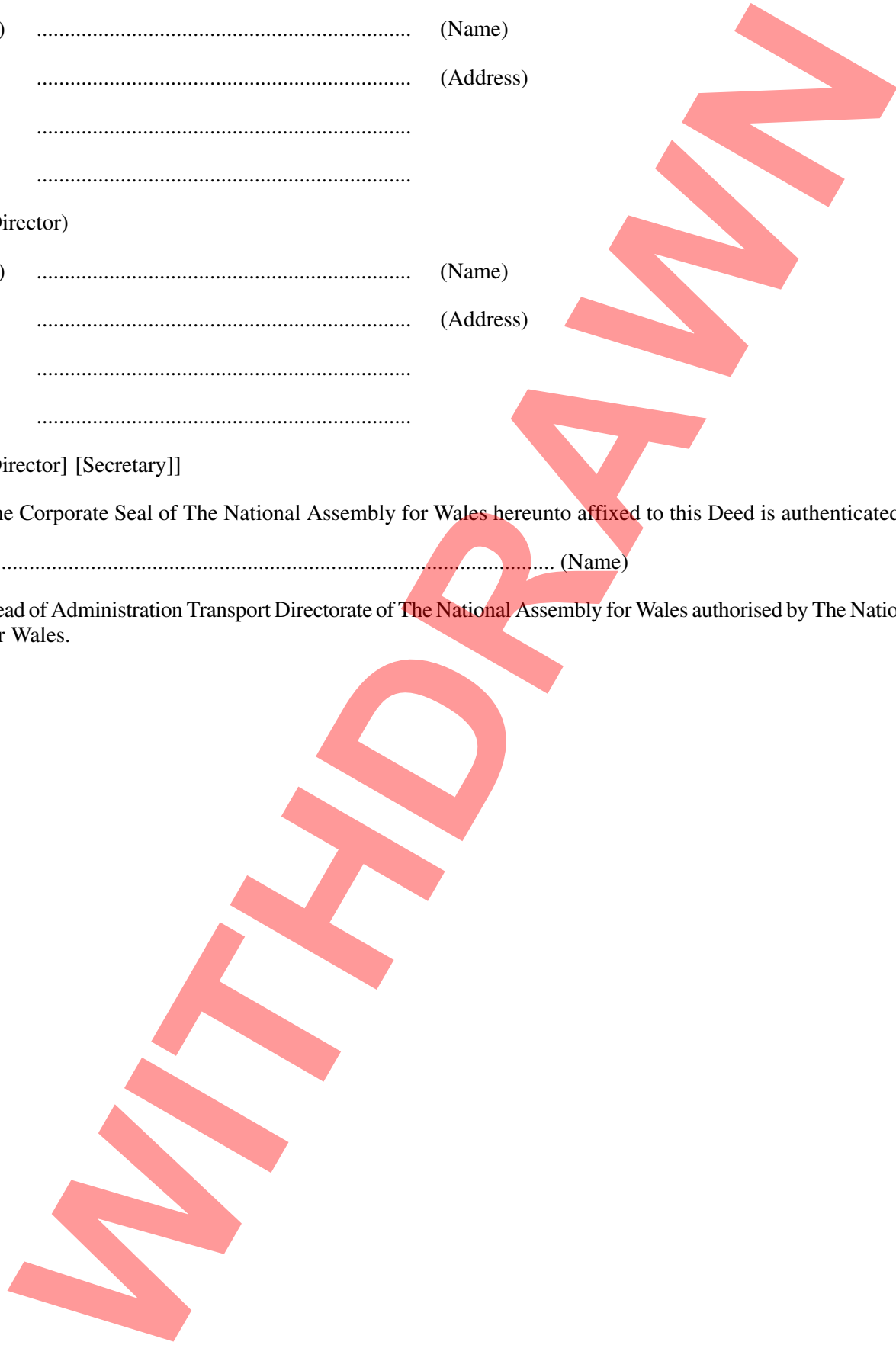
(2) (Name)
..... (Address)
.....
.....

[Director] [Secretary]]

The Corporate Seal of The National Assembly for Wales hereunto affixed to this Deed is authenticated by:

..... (Name)

Head of Administration Transport Directorate of The National Assembly for Wales authorised by The National Assembly for Wales.



GUIDANCE NOTES

(VERSION FOR USE WHERE AN AGENT AUTHORITY IS THE EMPLOYER)

Changes brought about by Section (1) of the Law of Property (Miscellaneous Provisions) Act 1989 and by Section 130 of the Companies Act 1989 have affected the 'Form of Agreement'. In short, the current legal position requires that the 'Form of Agreement' should now be referred to as the 'Form of Agreement by Deed' to achieve the same objective. The formal recitals at the end of the document have also been recast to reflect the requirements of the present legal position.

Opposite is an example of the Form of Agreement by Deed where the Contract is made between an Agent Authority and TWO FIRMS ACTING JOINTLY.

An example of a Form of Agreement by Deed for use where the Contract is made between The National Assembly for Wales and two firms acting jointly is also given in the MCD.

Insert Short Title of Works.

The layout and spacing of the words recording the affixing of seals and the space for the signature of witnesses may require modification to accord with the practice of the Agent Authority.

FORM OF AGREEMENT BY DEED

THIS DEED made the day of 20.....
BETWEENof
..... in
the County of
(hereinafter called "the Employer") on the one part and
..... of in
the County of (hereinafter
called "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works should be constructed, viz the Permanent and Temporary Works in connection with
and has accepted a Tender by the Contractor for the construction and completion of such Works and maintenance of the Permanent Works.

NOW THIS DEED WITNESSETH as follows:

1. In this Deed words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and for the purposes of this Deed the said Companies shall be deemed to be in Partnership.
2. The following documents shall be deemed to form and be read and construed as part of this Deed, viz:
 - (a) The said Tender.
 - (b) The Drawings.
 - (c) The Conditions of Contract.
 - (d) The Specification.
 - (e) The Priced Bill of Quantities.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to construct and complete the Works and maintain the Permanent Works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay to the Contractor in consideration of the construction and completion of the Works and maintenance of the Permanent Works the Contract Price at the times and in the manner prescribed by the Contract.

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

EXECUTED AS A DEED BY

..... (Name of Company)

[The Common Seal of Limited was hereunto
affixed to this Deed in the presence of:

..... (Director)]

GUIDANCE NOTES

WITHHDRAWN

OR

[signed:

(1) (Name)
..... (Address)
.....
.....

(Director)

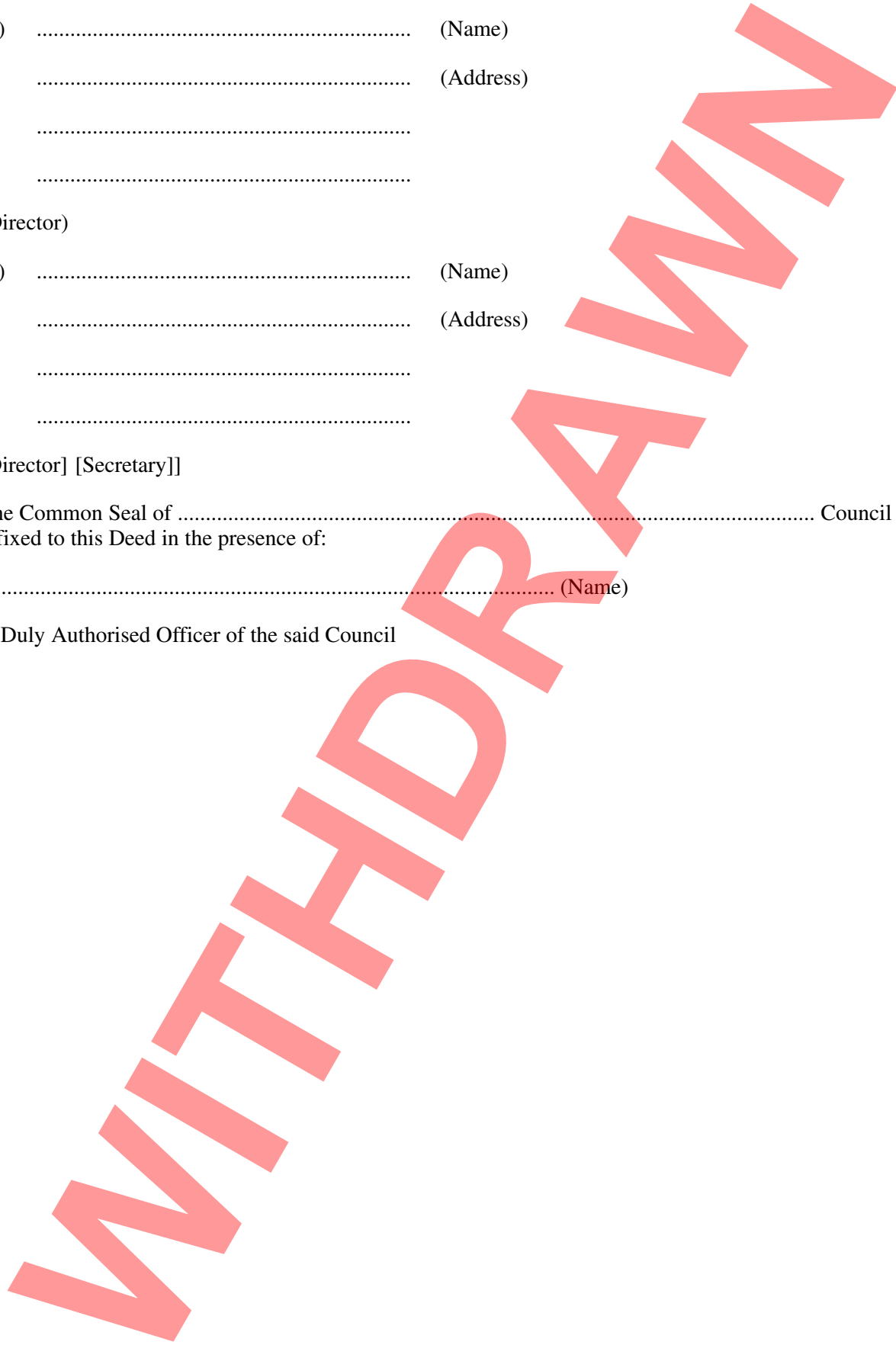
(2) (Name)
..... (Address)
.....
.....

[Director] [Secretary]]

The Common Seal of Council was hereunto
affixed to this Deed in the presence of:

..... (Name)

A Duly Authorised Officer of the said Council



GUIDANCE NOTES

(VERSION FOR USE WHEN THE NATIONAL ASSEMBLY FOR WALES IS THE EMPLOYER)

Changes brought about by Section (1) of the Law of Property (Miscellaneous Provisions) Act 1989 and by Section 130 of the Companies Act 1989 have affected the 'Form of Agreement'. In short, the current legal position requires that the 'Form of Agreement' should now be referred to as the 'Form of Agreement by Deed' to achieve the same objective. The formal recitals at the end of the document have also been recast to reflect the requirements of the present legal position.

Opposite is an example of the Form of Agreement by Deed where the Contract is made between The National Assembly for Wales and TWO FIRMS ACTING JOINTLY.

An example of a Form of Agreement by Deed for use where the Contract is made between an Agent Authority and two firms acting jointly is also given in the MCD.

Insert Short Title of Works.

WITHDRAWN

FORM OF AGREEMENT BY DEED

THIS DEED made the day of 20.....
BETWEEN The National Assembly for Wales, Cathays Park, Cardiff CF10 3NQ (hereinafter called “the Employer”)
of the one part and of in the County
of and of
..... in the County of (hereinafter
collectively called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works should be constructed, viz the Permanent and Temporary
Works in connection with
and has accepted a Tender by the Contractor for the construction and completion of such Works and maintenance of
the Permanent Works.

NOW THIS DEED WITNESSETH as follows:

1. In this Deed words and expressions shall have the same meanings as are respectively assigned to them in the
Conditions of Contract hereinafter referred to and for the purposes of this Deed the said Companies shall be deemed
to be in Partnership.
2. The following documents shall be deemed to form and be read and construed as part of this Deed, viz:
 - (a) The said Tender.
 - (b) The Drawings.
 - (c) The Conditions of Contract.
 - (d) The Specification.
 - (e) The Priced Bill of Quantities.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the
Contractor hereby covenants with the Employer to construct and complete the Works and maintain the Permanent
Works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay to the Contractor in consideration of the construction and completion of
the Works and maintenance of the Permanent Works the Contract Price at the times and in the manner prescribed by
the Contract.

IN WITNESS WHEREOF the Contractor has to one part of these present caused the Common Seals of the Contractor
to be affixed and The National Assembly for Wales has to the other part caused its Corporate Seal to be affixed the day
and year first above written.

EXECUTED AS A DEED BY

..... (Name of Company)

[The Common Seal of Limited was hereunto
affixed to this Deed in the presence of:

..... (Director)]

GUIDANCE NOTES

WITHHDRAWN

OR

[signed:

(1) (Name)
..... (Address)
.....
.....

(Director)

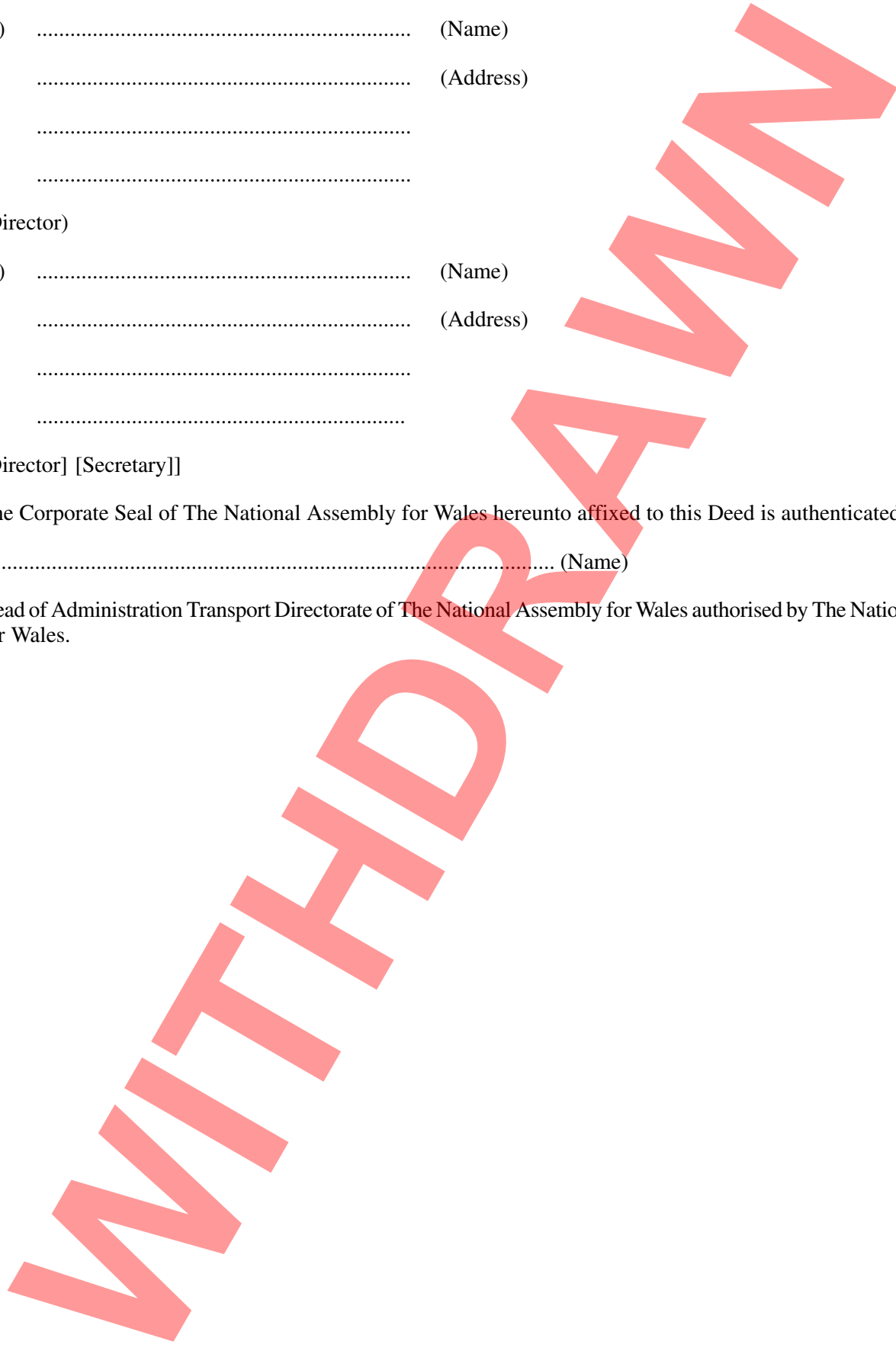
(2) (Name)
..... (Address)
.....
.....

[Director] [Secretary]]

The Corporate Seal of The National Assembly for Wales hereunto affixed to this Deed is authenticated by:

..... (Name)

Head of Administration Transport Directorate of The National Assembly for Wales authorised by The National Assembly for Wales.



GUIDANCE NOTES

FORM OF BOND

When tenders are invited from a select list of tenderers pre-qualified in respect of performance, financial integrity etc, a Bond of Surety will not normally be required and the Form of Bond should be omitted.

Changes brought about by Section (1) of the Law of Property (Miscellaneous Provisions) Act 1989 and by Section 130 of the Companies Act 1989 have affected the 'Form of Agreement'. In short, the current legal position requires that the 'Form of Agreement' should now be referred to as the 'Form of Agreement by Deed' to achieve the same objective.

The changes to the 'Form of Agreement' follow through to the 'Form of Bond', which has been redrafted accordingly. The formal recitals at the end of the document have been substantially recast to reflect the requirements of the present legal position.

WITHHDRAWN

FORM OF BOND

WHEREAS THE [insert the full name of the Employer] of [insert the full address of the Employer] (hereinafter referred to as the 'Employer') and [insert full name of firm] of [insert full address of firm] (hereinafter referred to as the 'Contractor') have entered into a contract dated [insert award date] (hereinafter referred to as the 'Contract') for [insert full title of contract] more fully described in the Contract for a Contract Sum as shall be determined in accordance with the provisions of the Contract,

AND WHEREAS the Contractor has agreed to furnish a guarantee by [insert full name and address of bank] (hereinafter referred to as the 'Guarantor') up to the value of 12.5% of the Contract Sum as shall be determined in accordance with the Contract to be valid until a Certificate of Completion has been issued pursuant to Clause 48 of the Conditions of Contract or until the Employer notifies the Guarantor of a date on which this Guarantee shall be treated as expired whichever is the sooner,

NOW THEREFORE it is agreed as follows:

1. We [insert name of bank] of [insert address of bank] do hereby guarantee to the Employer by way of independent engagement the due and correct performance by the Contractor of its obligations and liabilities to the Employer under the Contract up to a maximum of 10% of the Contract Sum as shall be determined in accordance with the Contract.
2. We bind ourselves to pay the Employer the damages sustained by the Employer if the Contractor shall fail to perform and observe all the terms provisions conditions and stipulations according to the true meaning purpose and intent of the Contract up to the amount stated in paragraph 1 of this Bond.
3. The amendment extension or suspension of the Contract or the giving of time by the Employer or any negligence or forbearance by the Employer in enforcing its obligations either under the Contract or under this Guarantee or any other indulgence by the Employer shall not in any way prejudice our obligations under this Guarantee to the Employer or to any party to which the Contract may be transferred by the Employer in whole or in part pursuant to the terms thereof.
4. This Guarantee shall cover all the obligations and liabilities of the Contractor under the Contract whether arising before or after the date of execution of this Bond.
5. Claims if any made under this Guarantee which are notified to the Guarantor in terms of the foregoing prior to or on the date of expiration of this Guarantee shall be honoured by the Guarantor.
6. This Guarantee its formation, interpretation and performance, shall be subject to and in accordance with the law of England and Wales and the jurisdiction of the English and Welsh Courts.

EXECUTED AS A DEED

..... [Name of Contractor]

[The Common Seal of [Name of Contractor]

was hereunto affixed to this Deed in the presence of:

..... (Director)]

GUIDANCE NOTES

WITHHOLD DRAFT

OR

[Signed:

(A)

(B)

..... (Name)

..... (Address)

.....

.....

Director

[Director] [Secretary]]

EXECUTED AS A DEED

..... [Name of Guarantor]

[The Common Seal of [Name of Guarantor]
was hereunto affixed to this Deed in the presence of:

..... (Director)]

OR

[Signed:

(A)

(B)

..... (Name)

..... (Address)

.....

.....

Director

[Director] [Secretary]]

EXECUTED AS A DEED

The Corporate Seal of [Name of the Employer]
was hereunto affixed to this Deed in the presence of:

..... (Name)

A Duly Authorised Officer of the Employer

Dated the day of 20.....

GUIDANCE NOTES

WITHHDRAWN

OR

[Signed:

(A)

(B)

..... (Name)

..... (Address)

.....

.....

Director

[Director] [Secretary]]

EXECUTED AS A DEED

The Common Seal of [Name of Employer]
was hereunto affixed to this Deed in the presence of:

..... (Name)

A duly Authorised Officer of the Employer

Dated the day of 20.....

WITHHOLD DRAFT

GUIDANCE NOTES

The ICE Conditions of Contract should be incorporated in the tender document in the manner shown. It is not necessary to reproduce the ICE Conditions of Contract in full but modifications and additions set out on the following pages of this document must be reproduced as shown, when applicable. Any amendments made to the ICE Conditions of Contract by the Conditions of Contract Standing Joint Committee after January 1986, and not incorporated into this MCD by subsequent amendment by The National Assembly for Wales, should not be incorporated into the Contract.

Sub-clause (1)(a). The whole of the sub-clause must be printed in full in the tender document, as shown, completed to include the official designation of the Employer. In the case of contracts to be directly let by The National Assembly for Wales, the Employer should be shown as 'The National Assembly for Wales'.

Sub clause (1)(c). The whole of the sub-clause must be printed in full in the tender document, as shown, completed to include the official designation of the Engineer. In the case of contracts to be let by Agent Authorities this should be shown as:

'the Surveyor for the time

being of the Council of

.....'

When Consulting Engineers are employed, the name of the Consulting Engineers should be inserted.

Sub-clause (1)(p). Should be omitted if the substitute Clause 28 is not used.

CONDITIONS OF CONTRACT

The Conditions of Contract referred to in the Tender shall be the Conditions of Contract (Fifth Edition) (June 1973) (Revised January 1979) (Reprinted January 1986) and as further amended by amendments issued in March 1998 to take into account "The Housing Grants Construction and Regeneration Act 1996 (Part II)" approved by the Institution of Civil Engineers jointly with the Association of Consulting Engineers and the Civil Engineering Contractors Association (formerly known as the Federation of Civil Engineering Contractors) and commonly known as the ICE Conditions of Contract, modified and added to as below.

CLAUSE 1

Sub-clause (l)(a) is deleted and substituted by the following:

- (a) 'Employer' means
- of
- and includes the Employer's successors;

Sub-clause (l)(c) is deleted and substituted by the following:

- (c) 'Engineer' means
- or other Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the Contract in place of the said:

.....

Sub-clause (l)(p) The following sub-clause is added:

- (p) 'Reinforced Earth' means any part of the Works comprising a mass of bulky material of fragmented form (including frictional, cohesive frictional and cohesive material) having tensile reinforcing elements embedded in the mass so that the elements interact with the material to stabilise it, and includes any facing which may be provided for such part of the Works.

Sub-clause (l)(q) The following sub-clause is added:

- (q) The 'Reference Date' is a date not later than that on which tender documents are despatched, or are available for collection, and is indicated in the Appendix to the Form of Tender. It is the date on which British Standards and British Standards Codes of Practice which do not themselves include a date are deemed to be incorporated in the contract once let.

Sub-clause (l)(r) The following sub-clause is added:

- (r) 'Temporary Diversion of Traffic' means:
 - (i) a temporary carriageway onto which vehicular traffic is diverted from a highway;
 - (ii) a temporary footpath or bridleway onto which pedestrian or equestrian traffic is diverted from a highway;
 - (iii) a combination of (i) and (ii) or a temporary carriageway as in (i) with an associated footway and or way for the use of animals and equestrian traffic; or
 - (iv) a temporary private means of access onto which traffic is diverted from a private means of access;

but in all cases shall not include a central reserve crossover constructed to permit contraflow traffic on an existing carriageway.

GUIDANCE NOTES

Clause 8A. Should be inserted only when applicable. The description to be inserted must define unambiguously the extent of the structure to which the check is to be applied. Where necessary the extent of the Works shall be shown on the Drawings and the relevant numbers included in the sub-clauses.

WITHHDRAWN

CLAUSE 1(6): Insert new Clause below:

(6) Communications which under the Contract are required to be “in writing” may be handwritten typewritten or printed and sent by hand post telex cable facsimile or other means resulting in a permanent record.

CLAUSE 2: ENGINEER’S REPRESENTATIVE

Clause 2(4): Delete this sub clause entirely.

CLAUSE 7(1) and (3)

After ‘drawings’ in sub-clause (1) line 2 and in sub-clause (3) lines 2 and 7, insert the word ‘specifications’.

CLAUSE 8

After Clause 8 the following Clause is added:

8A(1) Without prejudice to the other provisions of the Contract the Contractor shall in connection with
.....
.....

submit to the Engineer prior to the commencement of the relevant parts of the Works a certificate or certificates in the form prescribed in sub-clause (2) of this Clause. Each certificate shall be signed by an engineer with appropriate qualifications and experience who has not been concerned with the original design of the element of the Contractor’s erection proposals and details of Temporary Works to which the certificate relates.

(2) The certificate required under sub-clause (1) of this Clause shall be in the following form:

‘I certify, but without undertaking any responsibility other than towards (insert name of Contractor)
..... that in my opinion
the Contractor’s erection proposals and proposed Temporary Works details specified in the schedule
attached hereto relating to the part of the Works listed in Clause 8A(1) of the Conditions of Contract
for the Construction of (insert short title of Works):
..... are satisfactory
for the proper discharge of his responsibilities under the Contract for the safety of the said part of
the Works and for their safe execution in accordance with the Drawings and Specification and
without detriment to the related Permanent Works.’

(3) The Engineer shall provide to the Contractor such design criteria relevant to the Permanent Works or any Temporary Works designed by the Engineer as may be necessary to enable the Contractor to comply with sub-clause (1) of this Clause.

After additional Clause 8A the following Clause is added:

Contractor’s Design Responsibilities

8B(1) The Contractor shall design the parts of the Permanent Works as required in accordance with the provisions of the Specification and submit drawings and specifications of his design to the Engineer. The Contractor may submit a design prepared on his behalf by a sub-contractor or professional designer or propose a design prepared by the manufacturer.

(2) The Engineer shall examine and check the Contractor’s design or proposal and inform the Contractor in writing within a reasonable period after receipt of full particulars either:

GUIDANCE NOTES

CLAUSE 14(8) Should be included in all contracts estimated to cost £1 million and above and in specified contracts below this value as notified by The National Assembly for Wales.

WITHHDRAWN

- (a) that the design or proposal has the approval of the Engineer; or
- (b) in what respects in the opinion of the Engineer the design or proposal fails to meet the requirements of the Specification.

In the latter event the Contractor shall take such steps or make such changes to the design or proposal as may be necessary to meet the Engineer's requirements and to obtain his approval.

- (3) The Engineer shall accept responsibility for the Contractor's design after the check procedures and shall notify the Contractor of the date of acceptance.
- (4) Unless otherwise agreed by the Engineer the parts of the Permanent Works designed by the Contractor shall not be incorporated in the Works until the Engineer has informed the Contractor in writing that the design or proposal has the approval of the Engineer.
- (5) The cost of the Engineer's examination and check of the Contractor's design or proposal shall be borne by the Employer.

CLAUSE 10

After 'exceeding' in line 3 delete '10' and insert '12.5'.

CLAUSE 14

The following sub-clause is added:

- (8) Within 42 days after acceptance of his tender the Contractor shall submit to the Engineer in such detail as the Engineer may require the make-up of his tender. This make-up shall include, but not be limited to, the following:
 - i. Copies of the make-up of all rates and prices including preliminary items and other special preliminaries in the Bill of Quantities showing allowance for labour, constructional plant and equipment, materials, overheads and profit.

CLAUSE 21

The existing Clause is deleted and substituted by the following:

Insurance of Works

Without limiting his obligations and responsibilities under Clause 20 the Contractor shall insure in the joint names of the Employer and the Contractor:

- (a) the Permanent Works and the Temporary Works (including for the purposes of this Clause any unfixed materials or other things delivered to the Site for incorporation therein);
- (b) the Constructional Plant;

against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the Contract and in such manner that the Employer and Contractor are covered for the period stipulated in Clause 20(1) and are also covered for loss or damage arising during the Period of Maintenance from such cause occurring prior to the commencement of the Period of Maintenance and for any loss or damage occasioned by the Contractor in the course of any operation carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.

Provided that without limiting his obligations and responsibilities as aforesaid nothing in this Clause contained shall render the Contractor liable to insure against the necessity for the repair or reconstruction of any work constructed with materials and workmanship not in accordance with the requirements of the Contract unless the Bill of Quantities shall provide a special item for this insurance.

GUIDANCE NOTES

CLAUSE 22. The amendments should be inserted only when the Contract includes the provision of vehicles for use by the Engineer and his staff.

WITHHDRAWN

Such insurances shall be effected with an insurer and in terms approved by the Employer and the Contractor shall whenever required produce to the Employer the policy or policies of insurance and the receipts for payment of the current premiums.

CLAUSE 22

Sub-clause (1)(b)(v) The following is inserted before 'injuries' in line 1:

'except as provided by sub-clause (3) of this Clause;'

The following sub-clause is added:

Extension of Indemnity

(3) For the purpose of this Contract provisos (a) and (b)(v) to sub-clause (1) of this Clause shall not include any injury or damage to persons or property arising out of any accident involving a vehicle supplied by the Contractor for use by the Engineer and occurring when such vehicle is being driven by or is in the charge of the Engineer or any person authorised by him and in relation to this sub-clause proviso (a) to the said sub-clause (1) shall have effect with the insertion (for the removal of doubt) of the expression 'Engineer or the' before the second occurrence in that proviso of the word 'Employer.'

CLAUSE 27(1)

The existing sub-clause is deleted and substituted by the following:

New Roads and Street Works Act 1991 - Definitions

- (1) For the purposes of this Clause:
 - (a) the expression 'the Act' shall mean and include the New Roads and Street Works Act 1991 and any statutory modification or re-enactment thereof for the time being in force;
 - (b) all other expressions common to the Act and to this Clause shall have the same meaning as that assigned to them by the Act.

CLAUSE 27(4)

The existing sub-clause is deleted and substituted by the following:

Notices by Contractor to Employer

- (4) The Contractor shall in relation to any part of the Works (other than Emergency Works) and subject to the compliance by the Employer with sub-clause (2) of this Clause give not less than 21 days' notice in writing to the Employer before:
 - (a) commencing any part of the Works in a Street (as defined by Section 48(1) of the Act); or
 - (b) commencing any part of the Works in Controlled Land or in a Prospectively Maintainable Highway; or
 - (c) commencing in a Street or in Controlled Land or in a Prospectively Maintainable Highway any part of the Works which is likely to affect the apparatus of any Owning Undertaker (within the meaning of Section 48(4) and (5) of the Act).

Such notice shall state the date on which and the place at which the Contractor intends to commence the execution of the work referred to therein.

GUIDANCE NOTES

CLAUSE 28. The substitute Clause opposite should be used only if the Engineer has confirmed there will be a requirement for Reinforced Earth; or, if he confirms that it is possible that an alternative tender might be submitted using Reinforced Earth. Where the Engineer does not so confirm such a possibility Clause 28 of the ICE Conditions of Contract (Fifth Edition) should remain unamended.

WITHHDRAWN

CLAUSE 28

The existing Clause is deleted and substituted by the following:

Patent Rights and Royalties

- (1) The Contractor shall except as provided in sub-clause (3) below save harmless and indemnify the Employer from and against all claims and proceedings for or on account of use of any patent rights design trade-mark or name or other protected rights in respect of any Constructional Plant machine work or material used for or in connection with the Works and from and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto.
- (2) Except where otherwise specified the Contractor shall pay all tonnage and other royalties rent and other payments or compensation (if any) for getting stone and gravel clay or other material required for the Works.
- (3) In relation to the construction of any Reinforced Earth in accordance with the Engineer's design of the Works any use of any patent right design trade mark or name or other protected rights necessarily arising out of that design shall not be a matter for which the Contractor shall, by virtue of sub-clause (1) of this Clause, bear any liability to save harmless or indemnify the Employer;

But in relation to the construction of Reinforced Earth in accordance with any alternative tender submitted by the Contractor and accepted by the Employer and not in accordance with the Engineer's original design of the Works the Contractor shall obtain and maintain all necessary licences or permissions to make use of all relevant patents rights designs trademarks or names or other protected rights for such construction and shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of any infringement of such protected rights, having due regard to the fact that no licence is required under any of the Vidal patents Nos 1069361, 1324686, 1543806, 1550135 and 1563317 by virtue of the agreement between the Crown and M Vidal and the Reinforced Earth Co Ltd.

CLAUSE 29

The following sub-clauses are added:

Protection of Water Resources

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

GUIDANCE NOTES

Clause 30(4). Should be inserted only when applicable. See Note opposite paragraph 26 of the Instructions for Tendering.

CLAUSE 42. Two options for the use of this Clause are given for application as appropriate.

CLAUSE 42.

‘Motorway widening : Temporary occupation of land acquired for replacement of MSA AND undertaking of preparatory works.’

The additional sub-clause opposite should be used ONLY when a decision has been taken to acquire land and/or undertake works to redevelop a Motorway Service Area (MSA) affected by motorway widening. It should be included in the tender document when the Contractor is both (a) allowed the temporary use for working purposes of Land acquired for a service area adjacent to a Motorway and (b) required to complete certain preparatory works, in connection with the service area, which are included in a Section of the Works for which a Time for Completion is stated in the Appendix to the Form of Tender. Paragraph 19 of the Instructions for Tendering should also be completed and incorporated in the tender document. **CLAUSE 42.**

‘Motorway widening : Temporary occupation only of land acquired for replacement of MSA.’

The additional sub-clause opposite should be used ONLY when a decision has been taken to acquire land to redevelop a Motorway Service Area (MSA) affected by motorway widening and the site is not needed immediately for the construction of the MSA itself. It should be included in the tender document when the Contractor is to be allowed the temporary use for working purposes of land acquired for a service area adjacent to a Motorway for the full period of the Contract. The service area land should be identified on the drawings so that the Contractor is aware of the portion of the Site to which the additional sub-clause 42(2) applies. Entry to the service area land should be available to the Contractor at the start of the Motorway Contract but if there is any reason to doubt whether entry to the service area land can be assured at the start of the Works, the tender document should be amended (if necessary, by circular, during the tendering period) so that Tenderers are able to allow in their tender(s), contrary to the original intention, for the non-availability of the service area land for the whole or part of the period for the construction of the Works. The drawings would also require amendment to ensure that the service area land did not continue to be identified as part of the Site, as defined in Clause 1(1)(n) of the Conditions of Contract.

CLAUSE 30

The following sub-clause is added:

Routeing of Vehicles

(4) Without prejudice to the foregoing provisions of this Clause the Contractor his sub-contractors and suppliers shall comply with the requirements given in the Contract for the routeing of their vehicles (the Employer does not in specifying requirements warrant in any way that the route(s) will be available in full or in part for the whole or any part of the completion period of the Works). The Contractor shall erect and maintain in good condition signs of a type approved by the Engineer giving effect to these routeing requirements.

CLAUSE 34

The existing Clause is deleted and substituted by the following:

‘Not Used.’

CLAUSE 42

The following sub-clause is added:

Service Area

(2) When given possession of that portion of the Site which is to form a service area (as shown on the Drawings and referred to in this sub-clause as a ‘service area site’) the Contractor shall be entitled without prejudice to his obligations under the Contract to use the service area site without charge for any purpose connected with the execution and completion of the Works (except for the purpose of a borrow pit or a spoil dump) but he shall not do anything which may interfere with the carrying out of the part of the Works to be done on such site nor except in so far as the execution and completion of the Works may otherwise require shall he carry out any clearing regrading or alteration of the level of such site or any piping filling in or other alteration to ditches or water-courses thereon without the Engineer’s prior approval in writing. He shall within the time specified in the Contract vacate the service area site and leave it restored to its former level (except in so far as the execution and completion of the Works may otherwise require) and cleared to the satisfaction of the Engineer.

The existing sub-clause (2) Wayleaves, etc is re-numbered as sub-clause (3).

CLAUSE 42

The following sub-clause is added:

Service Area

(2) When given possession of that portion of the Site which is to form a service area (as shown on the Drawings and in this sub-clause referred to as a ‘service area site’) the Contractor shall be entitled to use the service area site without charge for any purpose connected with the execution completion and maintenance of the Works (except for the purpose of a borrow pit or a spoil dump) but he shall not carry out any clearing regrading or alteration of the level of such site or any piping filling in or other alteration to ditches or watercourses thereon without the Engineer’s prior approval in writing and he shall on completion of the Works vacate the service area site and leave it restored to its former level and cleared to the satisfaction of the Engineer.

The existing sub-clause (2) Wayleaves, etc is re-numbered as sub-clause (3).

GUIDANCE NOTES

CLAUSE 52(3). Where a Daywork Schedule is NOT included in a contract document the amendment opposite should not be included, any Dayworks should be paid in accordance with the provisions contained in the second half of paragraph 1 of Clause 52(3) of the ICE Conditions of Contract.

WITHHDRAWN

CLAUSE 52(3)

Add the following after 'Daywork' in line 7:

Provided that the sentence in the Labour Schedule Note 1 of the said Schedules beginning 'All payments' shall be deleted and substituted by the following:

'All payments shall be in accordance with the actual rates of payment made to the workmen concerned.'

CLAUSE 57

The existing Clause is deleted and substituted by the following:

Method of Measurement

Except where any statement or general or detailed description of the work in the Bill of Quantities expressly shows to the contrary Bills of Quantities shall be deemed to have been prepared and measurements shall be made according to the procedure set forth in the Method of Measurement for Highway Works referred to in the Preambles to Bill of Quantities notwithstanding any general or local custom.

CLAUSE 60(1)

Delete the existing paragraph of Clause 60(1) and replace with the following:

Unless otherwise agreed the Contractor shall submit to the Engineer at monthly intervals commencing one month after the Date for Commencement of the Works pursuant to Clause 41 a statement (in such form if any as may be prescribed in the Specification) showing:

CLAUSE 60(2)

Delete the sub-clause from 12 to 14 of the existing Clause and insert:

'The amounts certified in respect of Nominated Sub-contracts shall be shown separately in the certificate. Prior to the date of issue of Certificate of Completion for the whole of the Works the Engineer shall not be bound to issue an interim certificate for a sum less than that named in the Appendix to the Form of Tender. The payments become due on certification with the final date for payment being 28 days after the date of delivery of the Contractor's monthly statement.'

CLAUSE 60(3)

Delete the existing last sentence of Clause 60(3) and replace with the new last paragraph below:

Such balances shall subject to Clause 47 be paid to or by the Contractor as the case may require. The payment becomes due on certification. The final date for payment is 28 days later.

CLAUSE 60(5)(c)

Delete the existing line 1 and replace with the following:

"The final date for payment for the other half of the retention money to be paid to the Contractor is 14 days...."

CLAUSE 60(6)

The existing sub-clause is deleted and substituted by the following:

Interest on Overdue Payments

(6) In the event of failure by the Engineer to certify or the Employer to make payment in accordance with sub-clauses (2), (3) and (5) of this Clause the Employer shall pay to the Contractor interest upon any payment overdue thereunder at a rate per annum equivalent to 1 per cent plus the average of the Base Lending Rates announced by Lloyds TSB, Barclays, National Westminster and HSBC which are current on the date upon which such payment first becomes overdue. In the event of any variation in the said Base Lending Rates being announced whilst such payment remains overdue the interest payable to the Contractor for the period that such payment remains overdue shall be correspondingly varied from the date of each such variation.

GUIDANCE NOTES

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CLAUSE 60(8)

Delete existing Clause 60(8) and replace with the new Clause(8) and (9):

Every certificate issued by the Engineer pursuant to this Clause shall be sent to the Employer and on the Employer's behalf to the Contractor. By this certificate the Employer shall, not later than 5 days after the date on which any payment -

- (a) becomes due from him, or
- (b) would have become due, if:
 - (i) the Contractor had carried out his obligations under the Contract, and
 - (ii) no set-off or abatement was permitted by reference to any sum claimed to be due under one or more other contracts,

give notice to the Contractor specifying the amount (if any) of the payment proposed to be made and the basis on which it was calculated.

CLAUSE 60(9)

Where a payment under Clause 60(2) or (3) is to differ from that certified or the Employer is to withhold payment after the final date for payment of a sum due under the Contract the Employer shall notify the Contractor in writing not less than one day before the final date for payment specifying the amount proposed to be withheld and the ground for withholding payment or if there is more than one ground each ground and the amount attributable to it.

CLAUSE 63

The existing Clause is deleted and substituted by the following:

Determination of Contractor's Employment

- (1) If:
 - (a) the Contractor shall be in default in that he
 - (i) becomes bankrupt or has a receiving order or administration order made against him or presents his petition in bankruptcy or makes an arrangement with or assignment in favour of his creditors or agrees to carry out the Contract under a committee of inspection of his creditors or (being a corporation) goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or
 - (ii) assigns the Contract without the consent in writing of the Employer first obtained or
 - (iii) has an execution levied on his goods which is not stayed or discharged within 28 days
 - or
 - (b) the Engineer certifies in writing to the Employer that in his opinion the Contractor
 - (i) has abandoned the Contract or
 - (ii) without reasonable excuse has failed to commence the Works in accordance with Clause 41 or has suspended the progress of the Works for 14 days after receiving from the Engineer written notice to proceed or
 - (iii) has failed to remove goods or materials from the Site or to pull down and replace work for 14 days after receiving from the Engineer written notice that the said goods materials or work have been condemned and rejected by the Engineer or

GUIDANCE NOTES

WITHDRAWN

(iv) despite previous warning by the Engineer in writing is failing to proceed with the Works with due diligence or is otherwise persistently or fundamentally in breach of his obligations under Contract

(v) has to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary sub-let any part of the Contract

then the Employer may after giving 7 days' notice in writing to the Contractor specifying the default enter upon the Site and the Works and expel the Contractor therefrom without thereby avoiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer or the Engineer by the Contract. Provided that the Employer may extend the period of notice to give the Contractor opportunity to remedy the default.

Completing the Works

(2) Where the Employer has entered upon the Site and the Works as hereinbefore provided he may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of the Contractor's Constructional Plant Temporary Works goods and materials which have been deemed to become the property of the Employer under Clauses 53 and 54 as he or they may think proper and the Employer may at any time sell any of the said Contractor's Constructional Plant Temporary Works and unused goods and materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

Assignment to Employer

(3) By the said notice or by further notice in writing within 14 days of the date of expiry thereof the Engineer may require the Contractor to assign to the Employer and if so required the Contractor shall forthwith assign to the Employer the benefit of any agreement for the supply of any goods or materials and/or for the execution of any work for the purposes of this Contract which the Contractor may have entered into.

Payment After Determination

(4) If the Employer enters and expels the Contractor under this Clause he shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Maintenance Period and thereafter until the costs of completion damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer.

The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him then the Contractor shall upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

Valuation at Date of Determination

(5) As soon as may be practicable after any such entry and expulsion by the Employer the Engineer shall fix and determine as at the time of such entry and expulsion

(a) the amount (if any) which had been reasonably earned by or would reasonably accrue to the Contractor in respect of work actually done by him under the Contract and

(b) the value of any unused or partially used goods and materials and any Contractor's Constructional Plant and Temporary Works which had been deemed to become the property of the Employer under Clauses 53 and 54

and shall certify accordingly.

GUIDANCE NOTES

CLAUSE 72. To ensure that any ‘Special Conditions’ which follow it form part of the Conditions of Contract, Clause 72 should be reproduced in all tender documents. The Special Conditions then follow Clause 72 of the (ICE) Conditions of Contract and should be numbered consecutively following the last numbered ICE Clause. Therefore cross-referencing of these Special Conditions should always be checked as the numbering of them may vary from time to time.

The said determination may be carried out ex parte or by or after reference to the parties or after such investigation or enquiry as the Engineer may think fit to make or institute.

CLAUSE 66 AVOIDANCE AND SETTLEMENT OF DISPUTES

Delete existing clause 66 and insert the following paragraph.

Adjudication

(1) Should any dispute or difference arise between the Employer and the Contractor under this Contract, either party may give notice (“Notice”) in writing requiring the dispute to be considered by adjudication and the dispute shall be referred and considered in accordance with the said procedure.

(2) The Construction Industry Council’s Model Adjudication Procedure, second edition dated November 1998, and any amendments or alterations thereto current at the date of Notice shall apply to any adjudication under this Contract.

Arbitration

(3) Neither party shall be entitled to serve Notice to Refer until the adjudicator has delivered his adjudication in accordance with the provisions of the said procedure. Thereafter, if either party is dissatisfied with the adjudication, except in connection with the enforcement of the adjudicator’s decision, he may then invoke arbitration by serving a Notice to Refer (a “ Notice to Refer”) on the party.

(4) The Notice to Refer shall list the matters which the issuing party wishes to be referred to arbitration.

(5) If a Notice to Refer has been served in writing by one party upon the other then the dispute shall be referred to arbitration by a single arbitrator to be agreed by the Employer and the Contractor or, failing any such agreement, to be nominated by any one of the following persons as the Employer shall, in his absolute discretion, direct:

- a. The President of the Institution of Civil Engineers or in his absence or unavailability his deputy;
- b. the President of the Institution of Electrical Engineers or in his absence or unavailability his deputy;
- c. the President of the Chartered Institute of Arbitrators or in his absence or unavailability his deputy;

(6) The Institution of Civil Engineers Arbitration Procedure (England and Wales) 1997 and any amendments or alterations thereto current at the date of Notice to Refer shall apply to any arbitration under this Contract.

(7) Any arbitration shall be in accordance with and subject to the provisions of the Arbitration Acts 1950 and 1996 or any statutory amendments or re-enactments for the time being in force.

SPECIAL CONDITIONS

CLAUSE 72

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

CLAUSE 73

Corrupt Gifts and Payments of Commission

- (1) The Contractor or anyone employed by him or acting on his behalf shall not:
 - (a) offer or give or agree to the giving to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Employer or for showing or forbearing to show favour or disfavour of any person in relation to this or any other Contract with the Employer; or

GUIDANCE NOTES

CLAUSE 73(2). The words ‘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’ should be inserted after Prevention of Corruption Acts 1889 to 1916’ in all tender documents when a local authority is to be the Employer.

CLAUSE 74. The words “or with The National Assembly for Wales or Office of Her Majesty’s Government”, should be deleted from the end of the clause in all cases where The National Assembly for Wales is not the Employer.

The action to recover sums due from ‘other contracts’ outlined under this clause SHALL NOT be taken without the prior approval of The National Assembly for Wales who shall have previously obtained Headquarters approval for such action.

CLAUSE 75. This Clause should be used only when the Contractor must comply with the Special Requirements of any Statutory Body or Bodies. The name(s) of any Statutory Body or Bodies for whom Special Requirements are included in the tender document should be inserted in this Clause. Special Requirements which have already been accepted are included but these do not preclude the inclusion of the Special Requirements in relation to other Statutory Bodies which may be necessary.

(b) enter into this or any other Contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

(2) Any breach of the above prohibitions or the commission of any offence under the Prevention of Corruption Acts 1889 to 1916 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 63 and expel the Contractor therefrom and thereupon the provisions of Clause 63 shall have effect as if such breach or offence as aforesaid were expressed in Clause 63(1) as a ground therefore. In that case the Contractor shall not be entitled to payments on the Contract or Contracts beyond those (if any) provided for by Clause 63. In addition to the costs and expenses recoverable by the Employer as provided for in Clause 63 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.

(3) In every sub-contract of any part of the Works 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 63. 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 sub-clause (2) of this Clause 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.

(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 66.

CLAUSE 74

Recovery of Sums Due from Contractor

When under the Contract any sum of money shall be recoverable from or payable by the Contractor such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Contractor under the Contract or any other Contract with the Employer, or with any Department or Office of Her Majesty's Government.

CLAUSE 75

Contractor to Comply with Special Requirements in Relation to Statutory Bodies

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

.....
.....
.....

as set out in the pages immediately following these Conditions of Contract. Compliance with such Special Requirements shall not relieve the Contractor of any of his other obligations and liabilities under the Contract and fulfilment of such other obligations and liabilities shall not relieve him of his responsibility to comply with the said Special Requirements.

GUIDANCE NOTES

CLAUSE 76. This Clause should be included only when possession(s) of railway track(s) is/are necessary for carrying out the Works. The period(s) of possession(s) should be agreed in advance with Railtrack and details included in the Specification (Additional Clause).

CLAUSES 77, 78 AND 79.

1. Contract Price Fluctuations Clauses prepared for use in connection with the 5th Edition of the ICE Conditions of Contract are included as Clauses 77, 78 and 79. Either Clause 77 or Clause 78 on its own or all three Clauses together must be incorporated when the time for completion of the whole of the Works is more than 2 years (104 weeks).

CLAUSE 76

Possession of Railway Track

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

CLAUSE 76A

All communication between the Contractor and Railtrack's Representative in connection with the 'Special Requirements in Relation to Railtrack' and the requirements of Clause 76 shall be through the Engineer except that in an emergency affecting the safety of the railway where in the circumstances it is not practicable to do so the Contractor shall accept instructions and directions from Railtrack's Representative. The Contractor shall then notify the Engineer in writing as soon as practicable and in any event within 24 hours of any instructions or directions received from Railtrack's Representative. Any resultant costs recharged by Railtrack shall be the liability of the Contractor and shall be recoverable from the Contractor as sums of money due to the Employer.

CLAUSE 77

Contract Price Fluctuations - Civil Engineering Works

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

GUIDANCE NOTES

CLAUSES 77, 78 AND 79

2. The 'CPF Civil Engineering Works' Clause should be used on its own in the majority of trunk road and motorway contracts which are subject to price adjustment. There will, however, be occasions when the 'CPF Fabricated Structural Steelwork' Clause should be used in place of this Clause; and where the nature of the work requires it, both clauses should be used and linked by the 'CPF Engineering Works and Fabricated Structural Steelwork' Clause in addition (The link clause).
3. The circumstances in which the two latter clauses should be used fall broadly into two categories:
 - (1) The Fabricated Structural Steelwork Clause should be used on its own in the cases where fabricated structural steelwork constitutes either the whole of the work or the work is predominantly fabricated structural steelwork with only a negligible amount of civil engineering work. Although the clause refers only to indices for labour (fabrication and erection of steelwork) and materials, it should be noted that the adjustment for labour (fabrication only) can be obtained by adding values of material and labour (erection) and deducting the resultant sum from the 'Effective Value.'
 - (2) The link clause should be used where Fabricated Structural Steelwork constitutes a major entity of the work and the civil engineering work is more than a negligible amount. In these cases all three CPF clauses should be included in tender documents.
4. However, in circumstances which do not fit the categories described in the preceding paragraph or are related to sub-contracts, cases should be dealt with as follows:
 - (1) Where fabricated structural steelwork involves a minimum of fabrication, or steelwork comprises the supply of items or plain sections which the main contractor purchases and erects, the 'CPF Civil Engineering Works' Clause only should be used and the proportions that these items bear to the whole contract must be entered in sub-clause 4(c) of the clause in the normal way before tenders are invited.
 - (2) Where Fabricated Structural Steelwork is a major element of the work, and the remaining civil engineering work is more than a negligible element, it will be appropriate to include all three CPF Clauses (paragraph 3(2) above). If, however, the civil engineering work includes fabricated steelwork which involves a minimum of fabrication and is likely to be erected by the main Contractor, or includes other steelwork which the main Contractor purchases as items of plain sections, the provision for the price adjustment of such items should be covered by the proportions inserted in sub-clause 4(c) of the 'CPF Civil Engineering Works' Clause and not by the 'Fabricated Structural Steelwork' Clause.

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

The net total of such increases and decreases shall be given effect to in determining the Contract Price. In the event of a delay in the publication of any Price Adjustment Formulae for Construction Contracts - Monthly Bulletin of Indices the Index Figure to be used shall be that compiled by the Department of the Environment and published in the Weekly Bulletin of the Civil Engineering Contractors Association and relevant to the period of the delay until such time as the appropriate Price Adjustment Formulae for Construction Contracts - Monthly Bulletin of Indices is published when the Index Figure published in the aforesaid Monthly Bulletin shall have effect for the purposes of this Clause.

- (2) For the purpose of this Clause:
 - (a) 'Final Index Figure' shall mean any Index Figure appropriate to sub-clause (1) of this Clause not qualified in the said Bulletin as provisional;
 - (b) 'Base Index Figure' shall mean the appropriate Final Index Figure applicable to the date 42 days prior to the date for the return of tenders;
 - (c) 'Current Index Figure' shall mean the appropriate Final Index Figure to be applied in respect of any certificate issued or due to be issued by the Engineer pursuant to Clause 60 and shall be the appropriate Final Index Figure applicable to the date 42 days prior to:
 - (i) the due date (or extended date) for completion; or
 - (ii) the date certified pursuant to Clause 48 of completion of the whole of the Works;or
 - (iii) the last day of the period to which the certificate relates, whichever is the earliest.

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

- (d) The 'Effective Value' in respect of the whole or any Section of the Works shall be the difference between:
 - (i) the amount which in the opinion of the Engineer is due to the Contractor under Clause 60(2) (before deducting retention) or the amount due to the Contractor under Clause 60(3) (but in each case before deducting sums previously paid on account) less any amounts for Dayworks Nominated Sub-contractors or any other items based on actual cost or current prices and any sums for increases or decreases in the Contract Price under this Clause; and
 - (ii) the amount calculated in accordance with (i) above and included in the last preceding interim certificate issued by the Engineer in accordance with Clause 60.

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

GUIDANCE NOTES

(3) Where it is not entirely clear that the Contract includes sufficient fabricated structural steelwork to warrant proceeding in accordance with paragraph 3(2) above, the Engineer may decide that it would nevertheless be right to do so, if it was necessary to make advance arrangements for the purchase and fabrication of steelwork or for the items included in the Bill of Quantities for fabricated structural steelwork.

(4) Where the supply and erection of fabricated structural steelwork is covered by a nominated sub-contract, a suitable clause to complement the main contract provisions should be incorporated in the tender documents for the nominated sub-contract but not in the tender documents for the main contract.

Clause 77(4). Sub-clause (4)(a)(b) and (c) must be completed by the Engineer before tenders are invited.

WITHHDRAWN

(3) The increase or decrease in the amounts otherwise payable under Clause 60 pursuant to sub-clause (1) of this Clause shall be calculated by multiplying the Effective Value by a Price Fluctuation Factor which shall be the net sum of the products obtained by multiplying each of the proportions given in (a), (b) and (c) of sub-clause (4) of this Clause by a fraction the numerator of which is the relevant Current Index Figure minus the relevant Base Index Figure and the denominator of which is the relevant Base Index Figure.

(4) For the purpose of calculating the Price Fluctuation Factor the proportions referred to in sub-clause (3) of this Clause shall (irrespective of the actual constituents of the work) be as follows and the total of such proportions shall amount to unity:

(a) 0. in respect of labour and supervision costs subject to adjustment by reference to the Index referred to in sub-clause (1) (a) of this Clause;

(b) 0. in respect of costs of provision and use of all civil engineering plant road vehicles etc which shall be subject to adjustment by reference to the Index referred to in sub-clause (1) (b) of this Clause;

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

- 0. in respect of Aggregates
- 0. in respect of Bricks and Clay Products generally
- 0. in respect of Cements
- 0. in respect of Cast Iron products
- 0. in respect of Coated Roadstone for road pavements and bituminous products generally
- 0. in respect of Fuel for plant to which the DERV Fuel Index will be applied
- 0. in respect of Fuel for plant to which the Gas Oil Index will be applied
- 0. in respect of Timber generally
- 0. in respect of Reinforcement
- 0. in respect of other Metal Sections
- 0. in respect of Fabricated Structural Steel:
- 0. in respect of Labour and Supervision in fabricating and erecting steelwork

(d) 0.10 in respect of all other coats which shall not be subject to any adjustment;

Total 1.00

(5) Provisional Index Figures in the Bulletin referred to in sub-clause (1) of this Clause may be used for the provisional adjustment of interim valuations but such adjustments shall be subsequently recalculated on the basis of the corresponding Final Index Figures.

(6) Clause 69 - Tax Fluctuations - shall not apply except to the extent that any matter dealt with therein is not covered by the Index of the Cost of Labour in Civil Engineering Construction.

GUIDANCE NOTES

WITHHDRAWN

CLAUSE 78

Contract Price Fluctuations - Fabricated Structural Steelwork

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

- (a) the Index of the Cost of Labour in Fabrication of Steelwork and Erection of Steelwork;
- (b) the Index for Structural Steel.

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

In the event of a delay in the publication of any Price Adjustment Formulae for Construction Contracts - Monthly Bulletin of Indices the Index Figures to be used shall be those compiled by the Department of the Environment and published in the Weekly Bulletin of the Civil Engineering Contractors Association and relevant to the period of the delay until such time as the appropriate Price Adjustment Formulae for Construction Contracts - Monthly Bulletin of Indices is published when the Index Figures published in the aforesaid Monthly Bulletin shall have effect for the purposes of this Clause.

(2) For the purpose of this Clause:

- (a) 'Fabricated Structural Steelwork' shall mean those items of work listed in sub-clause (6) of this Clause and shall include any variations as may be ordered under Clause 51 involving work of a description which in the opinion of the Engineer is similar to the description of the items so listed;
- (b) 'Final Index Figure' shall mean any Index Figure appropriate to sub-clause (1) of this Clause not qualified in the said Bulletin as provisional;
- (c) 'Base Index Figure' shall mean the appropriate Final Index Figure applicable to the date 42 days prior to the date for the return of tenders;
- (d) 'Current Index Figure' shall mean the appropriate Final Index Figure to be applied in respect of any certificate issued or due to be issued by the Engineer pursuant to Clause 60 being such figure applicable:
 - (i) in respect of labour employed in fabrication - to a date 56 days prior to the last day of the period to which the certificate relates;
 - or
 - (ii) in respect of labour employed in erection - to a day 14 days prior to the last day of the period to which the certificate relates;
 - or
 - (iii) in respect of materials specifically purchased for inclusion in the Works - to the date of delivery to the fabricator's premises (of which date the Contractor shall produce such evidence relating to gross tonnages delivered as the Engineer may reasonably require);
 - or
 - (iv) in respect of materials (if any) not specifically purchased for inclusion in the Works - to the date of the last of deliveries referred to in sub-paragraph (iii) of this paragraph as the case may be.

GUIDANCE NOTES

WITHHDRAWN

Provided always that should the due date (or extended date) for completion or the date certified pursuant to Clause 48 of completion of the whole of the Works precede any of the aforesaid then such due date or extended date or certified date whichever is earliest shall be substituted for those aforesaid.

Provided further that if in respect of any work which forms part of a Section and whose value is included in any certificate the due date (or extended date) for completion of that Section or the date certified pursuant to Clause 48 of completion of that Section precede any of the dates aforesaid in sub-paragraphs (i) to (iv) above then such due date or extended date or certified date whichever is the earliest in respect of that Section shall be substituted for those aforesaid.

- (e) The 'Effective Value' in respect of the whole or any Section of the Works shall be the difference between:
- (i) the amount which in the opinion of the Engineer is due to the Contractor under clause 60(2) (before deducting retention) or the amount due to the Contractor under Clause 60(3) (but in each case before deducting sums previously paid on account) less any amounts for Dayworks Nominated Sub-contractors or any other items based on actual cost or current prices and any sums for increases or decreases in the Contract price under this Clause; and -
 - (ii) the amount calculated in accordance with (i) above and included in the last preceding interim certificate issued by the Engineer in accordance with Clause 60.

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

- (3) The Effective Value shall be apportioned between labour and materials in the following manner that is to say:
- (a) labour
employed in erection - by multiplying the total tonnage erected during the period to which the certificate relates by the average cost per tonne entered at (b) of sub-clause (5) of this Clause;
employed in fabrication and delivery - by deducting the summation of values calculated in respect of materials and in respect of labour employed in erection from the Effective Value;
 - (b) materials
by multiplying the total tonnage of steel delivered to the Site for inclusion in the works during the period to which the certificate relates by the average price per tonne entered at (a) of sub-clause (5) of this Clause.
- (4) (a) The increase or decrease in the amounts otherwise payable under Clause 60 pursuant to sub-clause (1) of this Clause shall be calculated by multiplying each portion of the Effective Value by a fraction the numerator of which is the product of 0.90 and the difference between the relevant current Index Figure and the relevant Base Index Figure and the denominator of which is the relevant Base Index Figure.
- (b) The relevant indices to be used in connection with this sub-clause are:
- (i) for labour and supervision in fabrication and erection - the Index referred to in sub-clause (1)(a) of this Clause;
 - (ii) for materials - the Index referred to in sub-clause (1)(b) of this Clause.
- (5) For the purpose of the apportionment in sub-clause (3) of this Clause the full average costs per tonne (inclusive of all associated labour plant power maintenance overheads and profit) to be used are:

GUIDANCE NOTES

Clause 78(6). This should be completed by the Engineer BEFORE tenders are invited.

WITHHDRAWN

- | | |
|--|--------------------|
| (a) Materials delivered to fabricator's premises | £ per tonne* |
| (b) Erection | £ per tonne* |

(* To be filled in by the Tenderer at the time of tendering).

- (c) Subject to sub-paragraphs (i),(ii) and (iii) of this paragraph the relevant figures to be used in connection with this sub-clause shall be in accordance with sub-clause (2) of this Clause.

Provided that in respect of materials:

- (i) the Current Index Figure subsequent to the first established Current Index Figure pursuant to sub-clause (2)(d)(iii) of this Clause shall not be used until a tonnage of steel greater than the tonnage to which the Current Index Figure first established applies has been delivered to the Site for inclusion in the Works and;
- (ii) for the purpose of establishing the appropriate subsequent Current Index Figures to apply to all later deliveries of steel to the Site for inclusion in the Works the provisions of sub-paragraph (i) of this paragraph shall apply mutatis mutandis and;
- (iii) the Current Index Figure referred to in sub-clause (2)(d)(iv) of this Clause shall not be used until the total tonnage of steel delivered to the Site for inclusion in the Works exceeds the total tonnage of steel specifically purchased for inclusion in the Works and delivered to the fabricator's premises.

- (6) For the purposes of this Clause the expression Fabricated Structural Steelwork shall comprise those items listed hereunder:

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- (7) Provisional Index Figures in the Bulletin referred to in sub-clause (1) of this Clause may be used for the provisional adjustment of interim valuations but such adjustments shall be subsequently recalculated on the basis of the corresponding final Index Figures.

- (8) Clause 69 - Tax Fluctuations - shall not apply except to the extent that any matter dealt with therein is not covered by the Index of the Cost of Labour in fabrication of steelwork and erection of steelwork.

CLAUSE 79

Contract Price Fluctuations - Civil Engineering Work and Fabricated Structural Steelwork

- (1) This Clause shall apply only to those contracts which incorporate the Contract Price Fluctuation Clauses for both Civil Engineering work and Fabricated Structural Steelwork (referred to in this Clause as the CE Clause and the FSS Clause respectively).
- (2) For the purposes of this Clause:
 - (a) 'Civil Engineering work' shall mean all Works with the exception of Fabricated Structural Steelwork;
 - (b) 'Fabricated Structural Steelwork' shall mean the work defined in sub-clause (2)(a) of the FSS Clause.

GUIDANCE NOTES

Clause 80. For the purposes of this Clause the Employer deems that for the purposes of administrative efficiency on Site it is more practical and reasonable for the Contractor to approach The Engineer with such requests for the release of information in the first instance. Where 'The Engineer' is presented with such a request he may seek the advice of the Employer before giving any decision.

WITHDRAWN

(3) The Effective Value (as defined in both the CE Clause and the FSS Clause) shall be sub-divided to show the amounts included in respect of the Civil Engineering work and the Fabricated Structural Steelwork. The amount in respect of the former shall then be treated as if it were the Effective Value as defined in the CE Clause and adjusted in accordance with the provisions of that Clause. The amount in respect of the latter shall then be treated as if it were the Effective Value as defined in the FSS Clause and adjusted in accordance with that Clause.

CLAUSE 80

Privacy of Information

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

CLAUSE 81

Provision of Information Relating to the Transfer of Undertakings (Protection of Employment) Regulations 1981

81.1 Where notified in writing by the Employer to do so, the Contractor shall provide TUPE Information to the Employer within 14 days of such notice.

81.2 The Employer may disclose TUPE Information to any Prospective Tenderer and shall, if requested by the Contractor to do so, ensure that prior to such disclosure the Prospective Tenderer undertakes not to disclose (unless required by law to do so) the information to any other person other than a person who:

- (a) is a servant or agent (including legal adviser) of the Prospective Tenderer; and
- (b) has undertaken not to disclose that information unless required by law to do so.

81.3 Where TUPE Information has been provided, the Contractor shall:

- (a) inform the Employer of any change to the information provided or provide any new TUPE Information not previously provided,
- (b) use his best endeavours to clarify any matter upon which clarification is requested by the Employer, and
- (c) use his best endeavours to co-operate with any other reasonable request made by the Employer concerning the TUPE Information or the Contractor's employees,

within [14 days] of any such change, discovery of new information, or receipt of such request.

81.4 Subject to subclause 2 above and unless required by law to do so, the Employer shall not disclose TUPE Information (or any part of that information) to any other person.

81.5 For the purposes of this clause, "TUPE Information" means written details of:

- (a) the total number of employees employed by the Contractor whose work (or any part of it) is work undertaken for the purposes of this Contract;
- (b) in relation to each employee who falls within the scope of paragraph (a) above:
 - (i) the employee's age and gender (so that pension entitlements can be calculated and provided for);
 - (ii) the employee's salary, length of service, and contractual period of notice, any pay settlement covering future dates which has already been agreed by the Contractor, and any redundancy entitlement;

GUIDANCE NOTES

WITHHOLD DRAFT

- (c) information relating to or connected with the employment of employees falling within the scope of paragraph (a) above including details of:
- (i) terms incorporated from any collective agreement;
 - (ii) any outstanding or potential liability for past breaches of such contracts;
 - (iii) any outstanding or potential statutory liability (for example, any claim for unfair dismissal or under non-discrimination legislation); and
 - (iv) any other outstanding or potential liability requiring to be met by the Prospective Tenderer if his tender is accepted; and
- (d) such other information as the Employer may reasonably require in relation to the Contractor's employees (other than the name or other details which enable any employee to be identified unless both the Contractor and that employee have consented in writing to the provision of such details).

81.6 For the purposes of this clause "Prospective Tenderer" means a person who has been or is to be invited to submit a tender in relation to the provision of works or services of a similar type to any of those provided by the Contractor.

CLAUSE 82

Goods Operators Licence

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

CLAUSE 83

Year 2000 Date Compliance Warranty

The Contractor/Agent/Consultant/Supplier* warrants and represents that neither the provision, performance nor the functionality of the Works/Services/Goods* will be adversely affected by dates prior to, during and after the Year 2000. In particular:

- No value for current date will cause any interruption to the provision or performance of the Works Services/Goods*;
- Roll-over between significant time demarcations including day, week, year and century will be performed correctly;
- All date-based functionality will behave consistently and produce the desired results for all valid dates prior to, during and after the Year 2000;
- All items of hardware and software will calculate, manipulate and represent dates correctly for the purposes for which they were intended;
- Date elements in interfaces and data storage will permit specifying the century to eliminate date ambiguity;
- Where any date element is represented without a century, the correct century will be unambiguous for all manipulations involving that element; and
- The Year 2000 will be recognised as a leap year.

*Delete as necessary

GUIDANCE NOTES

WITHHOLD DRAFT

CLAUSE 84

Construction Industry Scheme (CIS)

This Contract falls within the scope of the Construction Industry Scheme Regulations. If the Contractor (Sub-Contractor in terms of the Scheme) does not hold a valid Inland Revenue Sub-Contractor Tax Certificate (CIS5 or CIS6) and is not a local authority or other public body exempt from holding such a certificate, invoices (and the Contractor's applications for payments) shall separately identify the cost of labour. The Employer shall deduct payment in accordance with the requirements of the Construction Industry Scheme.

CLAUSE 85

Welsh Language Scheme

- (i) The Contractor should implement and adhere to the terms of the Welsh Language Scheme, monitor its operation and report to The National Assembly for Wales (at its request) thereon; and
- (ii) Impose a contractual obligation on each of its sub-contractors in terms substantially similar to those set out in Clause 85(i) (mutatis mutandis) and monitor compliance with and take all reasonable steps to enforce the same.

CLAUSE 86

Construction (Design and Management) Regulations 1994

- (1) In this clause
 - (a) "the Regulations" means the Construction (Design and Management) Regulations 1994 or any statutory re-enactment or amendment thereof for the time being in force
 - (b) "Planning Supervisor" and "Principal Contractor" means the persons so described in regulation 2(1) of the Regulations
 - (c) "Health and Safety Plan" means the plan prepared by the virtue of regulation 15 of the Regulations.
- (2) Where and to the extent that the Regulations apply to the Site Operations and
 - (a) the Engineer is appointed Planning Supervisor and/or
 - (b) the Contractor is appointed Principal Contractor

then in taking any action as such they shall state in writing that the action is being taken under the Regulations.

(3)(a) Any action under the Regulation taken by either the Planning Supervisor or the Principal Contractor and in particular any alteration or amendment to the Health and Safety Plan shall be deemed to be an Engineer's instruction pursuant to Clause 13. Provided that the Contractor shall in no event be entitled to any additional payment and/or extension of time in respect of any such action to the extent that it results from any action lack of action or default on the part of the Contractor.

(b) If any such action of either the Planning Supervisor or the Principal Contractor could not in the Contractor's opinion reasonably have been foreseen by an experienced contractor the Contractor shall as early as practicable give written notice thereof to the Engineer.

GUIDANCE NOTES

SPECIAL REQUIREMENT INDEX

For the convenience of users the following index lists those standard Special Requirements which are available:

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Electricity Generating and Distribution Companies	38
Railtrack	41
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The Special Requirement opposite should **only** be included when applicable.

The full name of the Electricity Generating or Distribution Company **MUST** be inserted at l(a) **BEFORE** tenders are invited.

Where more than one Electricity Generating or Distribution Company is involved further copies of the Special Requirement should be **included** for each and every Company with l(a) completed as appropriate.

Special Requirements are issued **centrally** by The National Assembly for Wales, consulting the headquarters of the organisation **concerned** as appropriate. The Requirements are issued nationally and regional variations are **NOT** permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional **text** appears **desirable**, a case **MUST** be made in writing to Contracts Branch.

A contact address for the Company named at l(a) of the Special Requirement should be inserted before tenders are invited.

SPECIAL REQUIREMENTS

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

Address:

Telephone:

Fax:
3. Where such details show that the Works or the movement of plant or equipment may endanger the equipment of the Company, the Contractor must ensure that the presence of any Electricity Cable(s) Plant or Equipment can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Electricity Cable(s) Plant or Equipment are adequately protected from damage to the satisfaction of the Company Representative.
4. The work shall be carried out in conformity with the Requirements of the Health and Safety Executive Guidance Notes:
 - (i) No. GS6 'Avoidance of Danger from Overhead Electric Cables'
 - (ii) No. GS33 'Avoiding Danger from Buried Electricity Cables'

GUIDANCE NOTES

WITHHDRAWN

5. Except under such restrictions as the Company Representative may impose for the safety of persons and the protection of property WORKS SHALL NOT BE CARRIED OUT or cranes or other plant erected operated and/or dismantled or materials stored WITHIN THE 'PROHIBITED SPACE' WHICH IS THAT SPACE WITHIN A RADIUS OF:

- a) 15.0M OF LIVE OVERHEAD ELECTRICITY LINES WHERE LINES ARE CARRIED ON STEEL TOWERS
- b) 9.0M OF LIVE OVERHEAD ELECTRICITY LINES WHERE THE LINES ARE CARRIED ON WOOD POLES

TOGETHER WITH ANYWHERE VERTICALLY ABOVE THIS SPACE. These distances shall be maintained at all times between any Overhead Electricity Lines or anything connected to such Overhead Electricity Lines owned leased or rented by the Company.

6. The Contractor and any sub-contractor employed by him shall particularly note and bring to the attention of their respective employees the danger of 'Flash-over' where as a result of the very high voltages being transmitted potentially lethal shocks can occur in close proximity to live Overhead Electricity Lines WITHOUT ANY CONTACT BEING MADE.

7. Debris produced when trimming or felling trees and/or from demolition MUST NOT fall or be projected into the Prohibited Space'. Similarly excavation spoil must not be dumped or accumulated so as to cause infringement of the 'Prohibited Space'.

8. Special care MUST be taken when using material, which shall include but not be limited to, rope wire and/or measuring tape and the like.

9. The Contractor shall exercise particular care when carrying out work which involves the use of water jets or piped slurry. Liquids when being carried or used for the purposes of the Works MUST NOT be allowed to splash fall or otherwise be projected into the 'Prohibited Space'.

10. If a crane or other equipment is used crane stops fencing and warning notices shall be provided by the Contractor to ensure that there can be no encroachment on the 'Prohibited Space' by crane load or other equipment even if the crane load or equipment slips fails or overturns.

11. Portable ladders used in the vicinity of the live Overhead Electricity Lines shall be of wood or other non-conducting material and shall not be reinforced by metal attachments running along stiles of the ladders. Even ladders without reinforcement can lead to serious electrical shocks if allowed to come close to live overhead equipment and therefore special precautions must be taken to ensure that the ladder cannot slip and encroach on the 'Prohibited Space'.

12. Any disturbance of or attachment to any Plant or Equipment or Electric Cable(s) shall ONLY be carried out by the staff of the Company or its authorised contractors and/or agents.

13. Long objects, which shall include but not be limited to, pipes scaffold poles ladders and/or long handled tools or any object of such length that if carried vertically could infringe on the 'Prohibited Space' MUST BE CARRIED HORIZONTALLY.

14. Where for the purposes of completing the Works in accordance with the Contract the need arises to operate within and/or travel through the 'Prohibited Space' the Contractor shall give the Company Representative not less than twenty eight days written notice of the dates upon which it is intended to operate plant or equipment or carry out any work. The permission of the Company Representative MUST be obtained in writing BEFORE any plant or equipment is operated or work of any kind is carried out WITHIN the above distances. Such operations or work shall only be carried out in the presence of the Company Representative unless notice shall have been obtained in writing from the Company Representative that such a presence on Site is not required.

GUIDANCE NOTES

WITHHDRAWN

15. In the event of the Company requiring emergency and/or maintenance work to be executed on the Electricity Cable(s) whether Overhead Electricity Lines or Buried Electricity Cables during the period of the Contract the Contractor shall afford all reasonable facilities and access to the staff of the Company or its authorised contractors and/or agents.

16. Work should not be carried out in the immediate vicinity of the overhead lines during periods of poor visibility. If this is not reasonably practicable additional precautions MUST be taken including but not limited to the erection of appropriate barriers to ensure maintenance of the appropriate safety clearances.

17. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract or of the responsibility for taking every precaution to avoid risk to persons and/or damage to property.

WITHHDRAWN

GUIDANCE NOTES

These Special Requirements should be included only when applicable.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

WITHHDRAWN

SPECIAL REQUIREMENTS IN RELATION TO RAILTRACK

- (1) “RT” means “Railtrack”.
- (2) “RT’s Representative” means a competent person nominated by Railtrack in writing for specific responsibilities in respect of this contract.
- (3) “the Works” means, for the purpose of these Special Requirements that part of the work to be executed or constructed over, upon or under RT land (or other land used by RT) or in such close proximity that it could in the opinion of RT’s Representative affect such land or rail traffic.
- (4) “the Site” means for the purpose of these Special Requirements that area of land on which the Works are to be carried out.
- (5) “Person employed on his behalf” means the staff of the Contractor and any other Person entering the Site on behalf of the Contractor.
- (6) “Lookouts” shall mean those persons trained and certificated by the RT Representative to protect persons on or about the line.
- (7) “Handsignalmen” shall mean those persons appointed by the RT Representative to control and protect the safety of trains.
- (8) “A possession” shall mean a planned safety arrangement which controls or prevents the normal movement of rail traffic between defined locations and for a predetermined period.
- (9) “A person in charge of the possession” (Picop) shall mean the person appointed by the RT Representative to take charge of the arrangements for the possession and to control the movements of trains into, out of and within the possession limits.
- (10) “the Engineering Supervisor” shall be the person appointed by the RT Representative for each work site to control train movements at and adjacent to that work site during a possession.
- (11) An “isolation” shall mean the situation that exists when RT’s Representative has arranged the disconnection of electric traction equipment from all sources of electrical supply in the vicinity of the works to enable engineering work to be carried out.
- (12) “The Track Safety Handbook” means the current handbook GO/RT 3070.
- (13) ‘Persons in Charge of the Works’ (PICOW) means the certified person responsible for ensuring that a safe system of work is adopted to safeguard personnel on or about the track. The PICOW is identified by a blue badge with the words PERSON IC WORK.
- (14) ‘Speed restriction’ means a planned restriction on the speed of rail traffic between defined locations.

GUIDANCE NOTES

WITHHDRAWN

RAILWAY OPERATIONS

Method of carrying out the Works	<p>2.(1) The Works shall be carried out in a manner which avoids risk of harm to RT's premises facilities traffic and any person entitled to be RT property including RT staff and so as to avoid (except as provided in Requirement 3) any interference with rail traffic and with any such persons.</p> <p>(2) The Contractor shall submit a detailed statement (including such calculations and drawings as are considered necessary by RT's Representative) of the methods proposed for the execution of the Works. This shall give details of all proposed temporary works (including demolition, filling, excavation and form-work) at the Site. The method statement must be submitted in sufficient time to allow for full consideration by RT's Representative for revised proposals to be submitted if necessary and for RT's Representative to give consent to the method finally agreed in writing.</p> <p>(3) The Contractor shall ensure that any rules, regulations or instructions imposed for the protection of rail traffic are strictly observed.</p>
Timing of Work on/near Railway Lines	<p>3. (1) Any work which in the opinion of RT's Representative requires speed restrictions possessions or isolations for the protection of rail traffic shall be carried out on dates and at times agreed with RT's Representative.</p>
Possessions and Isolation	<p>(2) The Contractor must inform RT's Representative of its detailed proposals for each possession and isolation. These proposals should include allowance for RT's Representative to undertake the necessary procedures in obtaining and surrendering the possession and isolation.</p>
Rail Traffic during as Isolation	<p>(3) During an isolation of the overhead line or conductor rail the Contractor must be prepared for diesel powered trains on-track machines and Engineering Trains to move through the work site necessitating the temporary clearance of the line and cessation of those activities that could affect, trains.</p>
Confirmation of Possessions etc	<p>4. (1) After the programme and method statement has been considered by RT's Representative and consent has been given by him to the carrying out of the Works the Contractor shall in all cases submit written notice to the RT Representative at least three months in advance (or as otherwise laid down by RT) of its requirements (including the requirement to commence work) or confirming its intention to use any speed restriction, possession or isolation already provisionally arranged.</p>
Cancellation of Possession etc	<p>(2) RT reserves the right to cancel or alter the dates and times of the agreed speed restrictions possessions or isolations at short notice if this proves necessary because of any situation adversely affecting the safe or uninterrupted running of rail traffic but in such an event alternative arrangements will be made as soon as RT's situation permits.</p>
Work during Possession etc	<p>(3) Where any part of the Works has to be carried out during an agreed period of a speed restriction possession or isolation the Contractor shall make adequate arrangements to ensure that such part of the Works can commence as programmed and can be completed within such period. The arrangements shall include the provision of sufficient and suitable plant (including where appropriate standby plant) and sufficient competent labour.</p>

GUIDANCE NOTES

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Contractor's failure to comply (4) Prior to the commencement of any speed restriction possession or isolation if RT's Representative is of the opinion that the Contractor has failed to comply with the requirements of the preceding paragraph he may at his discretion cancel the speed restriction possession or isolation or reduce the extent of the work that the Contractor may carry out during such speed restriction possession or isolation.

RT's Representative's powers to amend work during possessions etc (5) If during a speed restriction possession or isolation RT's Representative is of the opinion that the Contractor will be unable to complete the planned work (or any revision thereof proposed by the Contractor) to his satisfaction so as to permit the termination of the speed restriction possession or isolation at the time agreed without risk to the safety of trains then RT's Representative may:

(a) Instruct the Contractor to reduce the extent of or vary the work to be carried out during such restriction possession or isolation and or

(b) Employ additional resources to assist the Contractor in completing the work necessary to permit the termination of the speed restriction, possession or isolation.

In either case any resultant costs shall be rechargeable by RT to the Contractor.

Use of RT's Land 5. The Contractor shall from time to time be allowed to take possession of so much of RT's land as may be agreed for the carrying out of the Works. Where access to the Site is required by way of RT's land the route of such access shall be agreed with RT's Representative. Any other land belonging to RT which is required for temporary use outside that which is essential for the carrying out of the Works shall be the subject of separate negotiations with RT's Property.

The Contractor shall if required to do so temporarily fence in an approved manner the agreed limits of the working area and access routes to the satisfaction of RT's Representative and shall be responsible for ensuring that no person, whether employed on his behalf or not trespasses on the railway beyond these agreed limits.

Lookouts, Handsignalmen and Engineering Supervisors 6. (1) Before commencing the Works the Contractor shall ascertain when RT's Representative considers it necessary to appoint handsignalmen lookouts and/or Engineering Supervisors for inspecting the Works and ensuring the safety of rail traffic and RT property. The Contractor shall plan the work to make a minimum call on handsignalmen lookouts and Engineering Supervisors and shall only proceed with the Works or allow any person employed on his behalf to be outside the agreed limits of the working area when such handsignalmen lookouts and/or Engineering Supervisors have been provided and are in position and whilst they are acting as such.

Emergency Action (2) The Contractor shall ensure that wherever work is in progress in the vicinity of the track all persons at the Site who may be in charge of the Works have ascertained from RT's Representative the method of stopping trains in the event of a mishap that could affect safety at the site (including the safety of trains) and in the case of an electrified line how to have the current switched off in the event of an emergency.

GUIDANCE NOTES

WITHHOLD DRAFT

Construction Methods near Track	<p>7. (1) Unless otherwise agreed with or authorised by RT's Representative constructional plant (including vehicles) shall not be used or materials placed stacked or handled in such a manner that even in the event of mishandling or failure such plant or materials could foul or fall foul of a vertical plane 3 metres from the nearest rail on which trains may run or on a station platform within 2 metres (2.5 metres where the line speed exceeds 100 mph) of the platform edge (subject to Clause 9(2) when working near overhead electrified lines).</p>
Safety Measures near Track	<p>(2) Under the provisions of the previous paragraph RT's Representative may require details (including drawings) of the proposed method of using constructional plant and the stacking or handling of materials in the vicinity of the tracks. In this event such work shall not be commenced until any required safety measures have been carried out to the satisfaction of RT's Representative. It may be necessary for such work to be carried out during track possessions (when work will not be allowed to start until permitted to do so by the Engineering Supervisor) or if in the opinion of RT's Representative conditions are suitable between the passage of trains (with work ceasing on receipt of instructions from the handsignalmen (or Engineering Supervisor) and not restarting until permitted by him to do so).</p>
Guarding Excavation	<p>(3) All excavations shall be properly guarded and all walkways and routes used by RT's employees or RT's Contractor shall be kept safe and free from obstruction.</p>
Stability of Track	<p>(4) Excavation near any railway track or structure shall not commence until the measures required to maintain the stability of the track and/or structure have been carried out and have been inspected and accepted by RT's Representative.</p>
Screening of Lights	<p>8. All lights provided by the Contractor shall be so placed or screened as not to interfere with any signal lights used by RT navigation lights or Driver only-operation platform monitoring equipment. Any temporary works which may interfere with the sighting of such lights RT's signals or Driver- only operation platform monitoring equipment shall not be erected without the consent of RT's Representative.</p>
Electrified Railways	<p>9. (1) The Contractor's attention is drawn to the presence in some areas of electric traction equipment which may be either overhead line above the track or conductor rail at track level. Contact with this equipment can be lethal and the Contractor shall obtain from RT's Representative and shall post warning notices in prominent positions agreed with RT's Representative and shall be solely responsible for seeing that such warning notices and other instructions including those given in the Track Safety Handbook are observed by each person employed on his behalf. A poster which explains a method of artificial respiration shall be erected and maintained in a prominent position at the place of work (preferably in the mess room).</p> <p>The Contractor shall fully comply with any requirements of RT as to the earthing and bonding (or electrical segregation) of metalwork and foil covered sheet materials.</p>

GUIDANCE NOTES

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Overhead Electrical Equipment (2) Overhead line electrical traction equipment is charged at high voltage and the Contractor shall observe the following precautions:

(a) Work shall not be carried out or cranes or other plant erected operated or dismantled or materials stored within the prohibited space which is that space within 2.75 metres of the live overhead equipment together with anywhere vertically above this space.

(b) When persons are working the figure of 2.75 metres used in determining the prohibited space in paragraph (a) shall be increased by the length of any tool or material being handled. However normal work on the track platforms walkways and the like below the equipment is permitted without special precautions provided that tools or equipment are not at any time raised above head height.

(c) When scaffolding is being erected or dismantled the figure of 2.75 metres used in determining the prohibited space in paragraph (a) shall be increased by the length of the longest individual unit of the scaffolding.

(d) Debris produced when trimming or felling trees or from demolitions etc must not fall or be projected into the prohibited space defined in paragraph (a).

Similar care must also be taken when carrying or using liquids in positions where they are liable to be projected, to fall or to be splashed upon RT's overhead line equipment or the prohibited space defined in paragraph (a).

(e) If a crane or other equipment is used fencing warning notices etc. shall be provided by the Contractor to ensure that there can be no encroachment on the prohibited space defined in paragraph (a) by a crane its load or other equipment even if the crane load or equipment slips fails or overturns.

(f) Portable ladders used in the vicinity of the live overhead line equipment shall be of wood or other non-conducting material and shall not be reinforced by metal attachments running along the stiles of the ladders. Even ladders without reinforcement can lead to serious electrical shocks if allowed to come close to overhead line equipment and therefore special precautions must be taken to ensure that the ladder cannot slip and encroach on the prohibited space defined in paragraph (a).

(g) Any disturbance of or attachment to any equipment forming part of the electrical traction system shall be carried out only by RT authorised staff.

(h) Long objects such as pipes, scaffold poles, ladders, brooms etc., or any object of such length that if not carried horizontally could infringe upon the prohibited space defined in paragraph (a), must be carried horizontally using two or more personnel if necessary.

(i) Special care must be exercised when using material such as rope wire or measuring tapes when loading or unloading vehicles or carrying out work which involves standing on the floor or contents of open wagons or climbing on the roofs of vehicles on unwired lines adjacent to wired lines.

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Where it is impractical to comply with any of the above requirements the Contractor shall arrange with RT's Representative for special precautions to be taken which could take one of the following forms:

(i) The issue by RT of a 'Permit to Work' which declares to the holder (normally the person in Charge of the Work), that the overhead line equipment is isolated and earthed and specifies the safe working limits.

The overhead line equipment will not be made live whilst the 'Permit to Work' is in the holder's possession.

It is the responsibility of the Contractor's Person in Charge when a 'Permit to Work' is issued to:

Confirm immediately his understanding of the working limits for the isolation and which equipment is 'live' and which is 'earthed', to RT's representative issuing the 'Permit to Work' and if issued with the 'Permit to Work', sign Part 1 of the 'Permit to Work'.

Ensure that each person employed on behalf of the Contractor fully understands the working limits for the isolation and which equipment is 'live' and which is 'earthed'.

Ensure that no work is commenced unless and until a 'Permit to Work' has been issued and, if issued with the 'Permit to Work', must retain it in his possession until the work is complete or he is relieved.

Ensure when relieved, that his relief is informed of the conditions and hand to him the 'Permit to Work', which both must sign in Part 2. The relief must inform RT's representative responsible for issuing the 'Permit to Work', or his relief, of the change of staff.

Ensure that on completion of work requiring the isolation, all persons for whom and materials and plant for which the Contractor is responsible are cleared from the proximity of the overhead line equipment and that RT's Representative is informed that the 'Permit to Work' can be cancelled.

Ensure that if the 'Permit to Work' was issued to the Contractor, to sign Part 3 of the 'Permit to Work' and return it to RT's representative responsible for issue, or his relief, at the end of the Period specified.

(ii) The provision of approved protection platforms and/or screens. The erection of these will need to be carried out under cover of a 'Permit to Work' agreed by RT's Representative following which work may be carried out behind screens or on platforms without a further 'Permit to Work'.

The distances and times of isolations, TSR's and possessions may vary.

Conductor Rail Equipment

(3) Work in the vicinity of a conductor rail or associated electrical equipment may involve the provision of:

- (a) temporary conductor rail protection guards
- (b) protective boarding and/or
- (c) conductor rail alterations.

GUIDANCE NOTES

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All these would normally be provided or carried out by RT's Representative. Alternatively RT's Representative may arrange the isolation of a length of conductor rail and such other electrical equipment as considered necessary.

When such an isolation is to be provided it is the responsibility of the Contractor to:

- (i) Ascertain the limits of the isolation from RT's representative at the Site responsible for traction current arrangements.
- (ii) Ensure that each person employed on his behalf fully understands the limits of the isolation.
- (iii) Ensure that work requiring an isolation is not carried out beyond the limits of the isolation.
- (iv) Ensure on completion of work that all men for whom and materials for which the Contractor is responsible are cleared from the proximity of the conductor rail and all persons instructed that the conductor rail must now be regarded as live and dangerous and that RT's Representative is informed.

SAFETY

Prevention of Accidents

10. (1) Before entry is made onto RT's land the Contractor shall obtain in the interests of personal safety sufficient copies of the Track Safety Handbook and shall give a copy to each person employed on his behalf who may have cause to be on or near the line including persons recruited during the progress of Works.

THE CONTRACTOR SHALL ENSURE THAT SUCH PERSONS ARE FULLY CONVERSANT WITH THE REQUIREMENTS OF THE HANDBOOK AND ANY OTHER RAIL SAFETY INSTRUCTIONS ISSUED BY RT'S REPRESENTATIVE AND THAT THESE REQUIREMENTS AND INSTRUCTIONS ARE STRICTLY OBSERVED.

A check shall be made by the Contractor of such person's understanding of the Handbook which shall include each person recruited during the progress of the Works preferably by question and answer techniques. Further checks should be made as necessary. A poster (obtainable from RT's Representative) which draws attention to the Handbook and the need for care on or near the line shall be erected and maintained in a prominent position at the place of work (preferably in the mess room).

High Visibility Clothing

(2) The Contractor shall ensure that sufficient high visibility clothing of a pattern and a shade of orange colour approved by RT's Representative is supplied to each person employed on his behalf and the Contractor's visitors who may have cause to be on or near the line or enter other areas where such clothing is worn by RT's staff and RT's Contractor and shall ensure that such persons wear this high visibility clothing.

Visitors (other than RT staff or agents of RT or persons employed on behalf of the Contractor)

(3) The Contractor shall ensure that no visitor is allowed outside the agreed limits of the working area or off station platforms without agreement of RT's Representative and under such conditions as he shall require.

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Crossing the Track	<p>11. The Contractor shall ensure that no person employed on his behalf crosses or conveys Constructional Plant or materials across the tracks except under such special conditions as RT's Representative may previously specify in writing. Only in exceptional circumstances will the provision of a temporary level crossing be permitted over any operational railway track.</p> <p>If RT's Representative is prepared to accept the provision of a temporary level crossing then for a level crossing required for Constructional traffic over any track used by trains (or which could be used by diverted trains without any special arrangements being made) and all temporary public level crossings time must be allowed to enable the approval of the Department of Transport to be obtained in addition to the period of notice required by RT for making the necessary arrangements and carrying out the work.</p> <p>The Contractor may not make use of occupation or accommodation level crossings and/or bridges unless there are public rights of way and then only in the way that members of the public may use these crossings.</p>
Lasers	<p>12. Equipment incorporating lasers shall not be used in connection with the Works without the consent of RT's Representative and if such consent is given the Contractor shall comply with any Code of Practice on the use of lasers produced by RT and the current British Standards for such use.</p>
Use of Explosives	<p>13. Explosives shall not be used in connection with the Works without the written consent of RT's Representative and then only under such conditions as he may specify in writing.</p>
Statutory Notification	<p>14. (1) All statutory notices required to be served under the relevant statutory provisions or regulations of the Health and Safety at Work Act 1974 in respect of work on the operational railway other than accidents reportable under paragraph (2) of this Requirement shall be sent by the Contractor to the Health and Safety Executive with copies to the RT Representative.</p>
Notification of Accidents to RT	<p>(2) The Contractor shall immediately report to RT's Representative all accidents and occurrences causing damage to property or potentially affecting the safe working of the railway, all injuries (other than of a trivial nature), reportable diseases and worked linked activities and any dangerous occurrences as defined in the Health and Safety Executive's Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1985 and as applicable, those accidents cited in the Railways (Notice of Accidents) Order 1986 when these occur on the operational Railway.</p> <p>Details of such accidents, injuries, diseases and dangerous occurrences shall be recorded on Form RT 2072/66 and a copy thereof sent to RT's Representative within 24 hours of the accident or occurrence.</p> <p>All injuries to the Contractor's employees (including minor injuries which the DHSS specify) must be reported when working away from the operational railway and a copy of the Report sent to RT's Representative.</p> <p>RT's Representative will advise the Contractor as to those parts of the site which are on operational and those which are on non-operational land.</p>

GUIDANCE NOTES

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Asbestos, other Toxic
Substances or Harmful
Radiation

15. The Contractor shall ensure that all work on the site with asbestos or other toxic substances such as lead or lead paint, cadmium, solvents or exhaust fumes, is carried out in such a manner to ensure compliance with the relevant statutory requirements current advisory literature provided by the Health and Safety Commission or Executive and RT Standards where applicable.

The Contractor shall inform RT's Representative if any unforeseen toxic substance is encountered or introduced, and shall submit his proposed method of operation, and the precautions to be taken, before commencing any work involving its use, handling, storage or disposal, for acceptance by RT's Representative.

Except as provided in the Contract, or as accepted by RT's Representative, no toxic substance shall be brought onto the site by the Contractor and any such substance arising from the Works should be collected and removed from the Site, and safely disposed of.

All persons on RT's or BR's land and RT staff and RT Contractor not involved must be kept well clear of the work or be suitably fenced off to the satisfaction of RT's Representative. Similar action must be taken to ensure that such persons are protected from or do not come within 6m of harmful radiation such as that from welding arc or oxy-gas flames.

Fire Precautions

16. The Contractor shall at its own expense make arrangements for the protection of the Works and any adjacent property of RT or BR from fire and shall take such additional precautions as RT's Representative may from time to time require. RT's Representative will, when appropriate, advise the name of RT's local Fire Precautions Manager, with whom the Contractor should make contact as necessary. The Contractor shall give RT's Fire Precautions Manager all necessary facilities to inspect fire precautions arrangements at the Site.

The Contractor shall comply with the Health and Safety Executive Guidance Note CS6 "The Storage and Use of LPG On Construction Sites" and the Health and Safety Executive Handbook HS (G)3 "Highly Flammable Materials On Construction Sites" so far as it relates to materials other than LPG.

RT's Representative must be informed if more than 4 gallons of petroleum spirit or other highly flammable materials are to be stored at the Site.

Clear instructions, accepted by RT's Representative, for calling the Local Fire Brigade in the event of fire shall be prominently displayed on the Site.

OTHER CONDITIONS

Advertisements

17. The Contractor shall not exhibit or permit to be exhibited on RT land advertisements of any kind without the prior consent of RT's Representative. RT also reserves the right to make use of any of the Contractor's hoardings fences etc., for the display of railway notices and the Contractor shall not be entitled to any payment in connection therewith.

GUIDANCE NOTES

WITHHDRAWN

Notification of Noisy Operations	18 (1) If any approach is made to the Contractor by a Local Authority Environmental Officer or Magistrate's Court in respect of noise emission from RT land during a possession (whether or not such approach comprises the serving upon the Contractor of a Notice made pursuant to Sections 58 or 60 of the Control of Pollution Act 1974 or an order made pursuant to Section 59 of that Act) the Contractor shall not change or give any undertaking to change such programme or methods of construction so as to affect railway operations without consulting RT's Representative.
Services	19 (1) The Contractor shall ascertain the routes of any services above or below ground and exercise great care in their vicinity.
Apparatus Used by RT	(2) The Contractor shall not interfere with the pipes, cables, wires, signals or other apparatus or equipment on RT land. The Contractor shall give sufficient notice to RT's Representative to enable him to arrange for any diversion protection or support works which RT's Representative considers should be carried out prior to the commencement by the Contractor of any work which may affect such apparatus.
Utilities Apparatus and Services	(3) The Contractor shall take all necessary precautions to the satisfaction of the Utilities and authorised undertakers concerned to avoid interference with or damage to their services. Should any pipes, cables, wires, ducts or other apparatus be uncovered on RT land during the carrying out of the Works or be found to foul any new permanent structure the attention of RT's Representative shall immediately be drawn to such apparatus and this part of the Works shall not proceed until adequate precautions have been taken for the protection of the apparatus. RT's Representative will give notice to the Utilities concerned of any alteration or diversion which is in his opinion necessary.
Drains etc	(4) Any springs, water courses, or drains on RT land which may be interfered with or cut through shall be preserved and pipes or other means be provided so as not to stop or diminish their present flow. Should any spring appear or drain be uncovered adequate measures shall be provided to convey the water and soil therefrom to a suitable outlet and every reasonable precaution taken to protect RT's and BR's property from damage. The Contractor shall not without the prior consent of RT's Representative make temporary or permanent connections to RT's and BR's water courses, drains, pipes, mains or other services.
Sanitary and Messroom Accommodation	20. Unless agreed by RT's Representative the Contractor shall ensure that no person employed on his behalf uses the waiting rooms mess rooms or sanitary facilities provided by BR for its passengers or staff.
Flooding or Pollution	21 (1) The Contractor shall take all reasonable precautions to the satisfaction of RT's Representative to prevent water mud or other substances flooding or polluting the property or equipment of RT.
Clearance of RT's and BR's land	(2) The Contractor shall not leave rubbish on RT's or BR's land and shall subject to the approval of RT's Representative clear away and remove all Constructional Plant surplus materials and temporary works from RT's or BR's land as and when in the opinion of RT's Representative these cease to be required for the Works.

GUIDANCE NOTES

WITHHDRAWN

Damage to RT's and BRs land and property

22. All damage or defects or disturbance caused to RT's or BR's land and property as a result of the works (whether occurring during the works themselves or during the Period of Maintenance) shall be made good as soon as possible to the satisfaction of RT's Representative by the Contractor and at the Contractor's expense. In relation to damage or defects or disturbance to RT's or BR's land and property arising after the date of the issue of the Certificate of Completion of the works no liability on the part of the Contractor shall accrue under this clause unless RT has given notice in writing before the end of the Period of Maintenance.

Access and Accommodation for RT's Representative

23. RT's staff or RT's representative shall at all reasonable times have free access to any premises where work is being carried out or materials prepared or manufactured for the Works.

When necessary accommodation and facilities for RT's Representative and other RT's staff concerned with the Works shall be provided by the Contractor to the satisfaction of RT's Representative.

WITHDRAWN

GUIDANCE NOTES

These Special Requirements should be included only when applicable.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

On 31 October 1994 the British Coal Corporation (BCC) underwent a fundamental restructuring as a result of the Coal Industry Act 1994. Responsibility for unworked coal reserves passed to a new 'Coal Authority'.

The remaining BCC mining activities were privatised on 25 December 1994, mainly passing into the hands of the RJB Mining Co.

The full name of the relevant body MUST be inserted at l(a) BEFORE tenders are invited.

Where more than one body is involved further copies of the Special Requirement should be included for each body with l(a) completed as appropriate.

For the purposes of The National Assembly for Wales schemes the HQ address of the Coal Authority is now:

The Coal Authority
200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

A separate office deals with mining reports and records:

The Coal Authority
Mining Reports
Ashby Road
Stanhope Bretby
Burton on Trent
Staffordshire
DE15 0GD

A contact address for the body named at l(a) should be inserted before tenders are invited. Where more than one area of the body involved is affected, area offices should be asked to nominate a single joint contact point to simplify communication with the Contractor. Where EXCEPTIONALLY this proves impossible contact addresses should be inserted for each area affected.

SPECIAL REQUIREMENTS IN RELATION TO THE COAL AUTHORITY

1. In the Special Requirements the following terms shall have the meanings assigned to them:
 - a) 'Authority' means The Coal Authority or its successors and assigns.
 - b) 'Authority's Representative' means the staff of The Coal Authority or its Authorised Representatives and Agents.
 - c) 'Agreements' means the Permission to Dig and Carry Away Coal in the Course of Non-mining Activities (Incidental Coal Agreement) and the Permission to Investigate and Treat Voids and/or Disused Coal-mine Outlets appended to this document.
 - d) 'Contractor' means the person or persons appointed by the Highways Agency to carry out works which would involve disturbance of, or entry to, coal, coal mine workings, coal mine entries, or removal of coal owned by the Authority.
2. Before commencing any work which would involve disturbance of, or entry to, coal, coal mine workings, coal mine entries, or removal of coal owned by the Authority, the Contractor shall enter into such Agreements with the Authority as permit the proposed works.
3. The Authority's Representative shall so far as is reasonably possible have free access at all times to the area where work is being carried out in the vicinity of coal, coal mine workings or coal mine entries which are encountered in the course of the works.
4. The Contractor and/or any sub-contractor employed by him shall not enter any coal or coal mine workings without the prior written consent of the Authority.
5. The Contractor shall take all necessary measures for the protection and securing of any coal mine workings on the site whether of a disused nature or not for the prevention of accidents and to prevent any unauthorised access or accidental losses or damage thereto.
6. The Contractor and/or any sub-contractor employed by him shall not discharge nor permit to be discharged any water or other liquid or tip any condemned or surplus material or waste of any kind whatsoever into any colliery workings or disused pit shafts of the Authority.
7. The Contractor and/or any sub-contractor employed by him shall take all necessary precautions to ensure that any colliery workings or disused mine entries of the Authority are fully protected from any accidental falls or flows of liquids and/or materials, which by themselves or in combination with any existing deposited materials and/or liquids could cause or aggravate pollution of underground water and/or could cause harm to persons or property on the surface or sub-surface and/or impede any operations of the Authority.
8. On completion of the works the Contractor shall leave any shallow coal mine workings and disused mine entries in a safe and secure condition sealed as necessary such that access is not possible to any person and this shall be to the satisfaction of the Authority.
9. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the contract.

GUIDANCE NOTES

Where it seems likely that substantial quantities of coal will be encountered during the course of the Works, or if any arrangements are proposed for the excavation of coal by or on behalf of the named at 1(a) from the Site during the execution of the Works, it may be necessary for special provisions to be included in the Contract, and the matter should be referred to The National Assembly for Wales at as early a stage as possible.

WITHHDRAWN

THE COAL AUTHORITY

**APPLICATION FOR PERMISSION
TO DIG AND CARRY AWAY COAL
IN THE COURSE OF
NON-MINING ACTIVITIES**
(25(2)(c) Agreement)

GUIDANCE NOTES

WITHHOLD DRAFT

APPLICATION FOR PERMISSION TO DIG AND CARRY AWAY COAL IN THE COURSE OF NON-MINING ACTIVITIES

2 copies of the completed application request should be sent to The Coal Authority's Director of Licensing at Brethby Business Park, Ashby Road, Burton-on-Trent, DE15 0QD and should include the following information:

1. Applicant

Name

Contact Name

Address

Tel. No.

Fax No

Legal status (e.g. company limited by shares, partnership, sole trader). In case of registered company, give Registration No.

Agent for the purposes of submitting or processing the application (if any)

Name

Contact Name

Address

Tel. No.

Fax No.

Legal Representative (if any)

Name

Contact Name

Address

Tel No.

Fax No.

2. INFORMATION TO BE PROVIDED BY THE APPLICANT

i). APPLICATION AREA

- (a) Name given to application area.
- (b) Location of the centre of the application area as a National Grid Reference to the nearest 10m. In addition state the area in hectares.
- (c) An Ordnance Survey based plan on a scale of not less than 1/10000 of the development area, defining the development area by a fine black line, edged red. Sufficient National Grid Co-ordinates to the nearest metre to enable the development area to be drawn with straight lines between the co-ordinates.

GUIDANCE NOTES

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- (d) An Ordnance Survey based plan on a scale of not less than 1/2500 indicating:
- Details of the extent and level of seam areas to be excavated.
 - The area of development in relation to the area of coal to be excavated. Location of proposed structures/earthworks to be constructed on the site must be shown. This information must demonstrate that the proposed coal extraction is limited to that which is necessary to allow the development to proceed.

ii). DETAILS OF PLANNING PERMISSION

Provide details of planning permission for the development relating to the coaling operation. State name of issuing body, and title of development referred to in that permission. If planning permissions or other permissions relating to the development of the site are outstanding, then details must be provided.

iii). DETAILS OF PROPOSED COAL TONNAGE AND DISPOSAL

Provide details of seam name, thickness, anticipated tonnage, and anticipated old workings. Details of any site investigation or desk study confirming this information to be provided.

Provide details of proposed timings of excavation and disposal of coal from commencement to disposal of all coal from the site. Provide details of proposed coal market.

iv). DETAILS OF SHAFTS AND ADITS OLD WORKINGS

The Applicant should obtain a mining report for the development, and supply to the Authority details of shafts, adits and old workings to be encountered. Any shafts, adits or old workings encountered shall be treated to the satisfaction of The Coal Authority.

3. FINANCIAL BID FOR RIGHTS TO DIG AND CARRY AWAY COAL

The Applicant will be required to submit with his application a financial bid to The Coal Authority for the coal he intends to dig and carry away.

4. CONDITIONS TO BE IMPOSED ON PERMISSION.

The permission shall be given within an agreement between The Coal Authority and the Applicant. Conditions which will be contained within the agreement shall include:

- i). That the Applicant ensures that the digging and carrying away of coal is carried out by competent persons who are able to address safety and environmental issues, including spontaneous combustion, gas and /or water emissions and instability.
- ii). The Applicant will notify the Authority at least 7 days prior to the commencement of coaling activities, and within 7 days of the cessation or suspension, (if such suspension is to exceed one month), of digging or carrying away of coal.
- iii). The Applicant obtains any permissions or consent under planning legislation or environmental legislation required for the coal to be dug or carried away, and shall obtain and retain as necessary the requisite private and other rights necessary in connection with the gaining of access to and removal sale or disposal of the coal.
- iv). The Applicant shall ensure that such permissions, consents and private or other rights are adequate to entitle the Authority and those authorised by it, to gain access to the insitu coal for any purpose connected with the carrying out of their statutory duties, powers and obligations.
- v). The Applicant shall provide on the completion of works, a plan or plans on a scale 1/2500 related to the Ordnance Survey, showing the area and thickness of coal removed and details of any old workings, and such sections and other documentation showing the steps taken to prevent spontaneous combustion, gas and water migration and in relation to instability.

GUIDANCE NOTES

WITHHDRAWN

- vi). Comply with any reasonable direction given by the Authority, by which the Authority in their absolute discretion believe are necessary to safeguard coal, coal mines, then environment and public safety.
- vii). The consent may be restricted to time periods detailed in the agreement.
- viii). The Applicant shall not make any claim against the Authority in respect of subsidence damage under the Coal Mining Subsidence Act 1991, in relation to the work stated in the agreement.
- ix). The Applicant shall at all times, notwithstanding the lapse or termination of an agreement, keep the Authority indemnified against all actions, proceedings, costs, charges, claims, demands, expenses and losses, whatsoever which may be made or brought against or suffered by the Authority in relation to or in connection with or arising out of any matter or thing done or which should have been done pursuant to or in connection with the agreement.

WITHHOLD DRAFT

GUIDANCE NOTES

WITHHOLD DRAFT

SPECIMEN

COAL AUTHORITY

AGREEMENT UNDER PART II SECTION 25(2)(c) OF THE COAL INDUSTRY ACT 1994

THIS AGREEMENT is made the day of _____ 20 [_____]
BETWEEN

- (1) The Coal Authority of 200 Lichfield Lane, Mansfield, Nottinghamshire (“the Authority”) and
- (2) NAME AND ADDRESS OF APPLICANT

WHEREAS:

1. By virtue of the provisions of the Coal Industry Act 1994 interests in unworked coal and coal mines previously vested in the British Coal Corporation vested in the Authority.
2. APPLICANT desire to dig or carry away coal in the course of activities relating to the construction of TITLE AND ADDRESS OF DEVELOPMENT.
3. The Authority consents to the said digging or carrying away of such coal on the term appearing hereafter.

WHEREBY IT IS AGREED as follows:

- 1.1 The Authority hereby permits APPLICANT to dig or carry away such coal as they or their contractors encounter in connection with the construction works at the site known as the TITLE AND ADDRESS OF DEVELOPMENT, and which is shown for identification purposes only edged red on the plan(s) annexed hereto subject to and upon the terms and conditions of this Agreement.
- 1.2 Property in all coal dug or carried away under the terms of this Agreement will pass to APPLICANT when it is severed from the coal seam.
2. APPLICANT shall (without cost to the Authority):
 - 2.1 ensure that the digging or carrying away of the coal is carried out by competent person(s) who are able particularly to address safety and environmental issues including spontaneous combustion, gas and/or water emissions and instability;
 - 2.2 notify the Authority within 7 days of the commencement, cessation, (or suspension if such suspension is to exceed one month) of digging or carrying away coal;
 - 2.3 provide to The Coal Authority or those authorised by it, such additional information which may be reasonably requested by the Authority in connection with the carrying out of its statutory duties, powers and obligations.
 - 2.4 (i) obtain any permissions or consent under planning legislation or environmental legislation required for the coal to be dug or carried away and shall obtain and retain as necessary the requisite private or other rights necessary in connection with the gaining of access to and removal sale or disposal of the coal; and
(ii) ensure that such permissions consents and private or other rights are adequate to entitle the Authority and those authorised by it to gain access to the site for any purpose connected with the carrying out of its statutory duties, powers and obligations;

GUIDANCE NOTES

WITHHOLD DRAFT

2.5 pay to the Authority

(CONSTRUCT IN ACCORDANCE WITH BID) a lump sum of £(X), (and / or) a payment of £(X) per month, in respect of all coal dug or carried away. Where the payment is royalty based, the amount shall be payable to the Authority at the end of the month following the month in which the coal in respect of which such royalties are payable is dug or carried away;

2.6 provide to the Authority at intervals not exceeding (X) weeks, plans on a scale of not less than 1: 2500 related to Ordnance Survey National Grid, showing the area and thickness of coal removed and the details of any old workings and such sections and other documentation showing the steps taken to prevent spontaneous combustion gas and water migrations and in relation to instability;

2.7 provide to the Authority and their representatives all necessary facilities at all reasonable times to inspect the site from which coal is being dug or carried away and take measurements and make surveys thereof;

2.8 comply with any reasonable direction given to them by the Authority which the Authority in their absolute discretion believe are necessary to safeguard coal, coal mines, the environment and public safety.

3. The Authority's permission to APPLICANT to dig and carry away coal will lapse if such digging and carrying away is not commenced within (X) months and will in any event terminate upon the earlier of (i) the completion of the construction of the development or (ii) the date of notification being given of the cessation of digging or carrying away under clause 2.2 or (iii) the expiry of (X) months from the date of this agreement provided always that such lapse of termination shall be without prejudice to any rights of the Authority in respect of any breach of the terms and conditions of this Agreement and without prejudice to any rights or obligations which either party have or may have under any provision of this Agreement intended to have effect after the lapse of termination of this Agreement.

4. In further consideration of APPLICANT being permitted to dig or carry away the coal, APPLICANT shall not make any claim against the Authority in respect of subsidence damage under the Coal Mining Subsidence Act 1991 or at all, in relation to the works referred to in Clause 1.1 in relation to the digging or carrying away of coal in accordance with this agreement.

5. APPLICANT shall at all times, notwithstanding the lapse or termination of this Agreement, keep the Authority indemnified against all actions proceedings costs charges claims demands expenses and losses whatsoever which may be made or brought against or suffered by the Authority in relation to or in connection with or arising out of any matter or things done or which should have been done pursuant to or in connection with this Agreement.

6. The following provisions apply in relation to VAT:

6.1 all sums payable under or pursuant to this Agreement by the APPLICANT shall be deemed to be exclusive of VAT;

6.2 whereunder or pursuant to the terms of this agreement the Authority makes a supply to the APPLICANT and VAT is payable in respect of such supply, APPLICANT shall pay to the Authority on the date of such supply (in addition to the fee and any other consideration provided for by this Agreement) a sum equal to the amount of the VAT so payable; and

6.3 where APPLICANT is/are required under the terms of this Agreement to reimburse to the Authority or any other person for the costs or expenses of, or any sum in respect of, any supply made to the Authority or such other person (including any supply which the Authority or such other person is deemed to make to itself), APPLICANT shall also at the same time pay and indemnify and keep indemnified the Authority and any such other person against all amounts in respect of VAT incurred by the Authority (or such other person, as the case may be) in respect of that supply, save to the extent that the Authority (or such other person, as the case may be) is entitled to, and retains, repayment or credit in respect of such amounts.

GUIDANCE NOTES

WITHHDRAWN

THE COAL AUTHORITY

PERMISSION TO INVESTIGATE
AND TREAT VOIDS AND/OR
DISUSED COAL MINE OUTLETS
(SHAFTS AND ADITS)

WITHDRAWN

GUIDANCE NOTES

WITHHDRAWN

The Coal Authority, Mining Reports Office, Bretbv Business Park, Ashby Road, Burton-on-Trent, Staffordshire, DE15 0QD

Permission to Investigate and Treat Voids and/or Disused Coal Mine Outlets (Shafts and Adits)

Name and Address of Applicant:

Site Description / Address:

Terms and Conditions

On your signing and returning this document to signify your acceptance of the terms and conditions set out below, and on the document being reissued to you duly signed on behalf of The Coal Authority's Director of Licensing, you will have the permission of The Coal Authority, within the site boundary shown on the plan attached, to locate, investigate, and treat any disused coal mine outlets or voids in or associated with shallow workings vested in The Coal Authority. Additional permission must be obtained for any proposed borehole deeper than 100 metres from the surface; apart from that there is no specific limitation on depth but you must not drill to depths that are not essential to your analysis of site stability.

- (1) You will take all steps, including the erection and maintenance of fences and warning notices, necessary to prevent any person from falling into or interfering with any mine outlet, void, excavation or borehole.
- (2) You will ensure that nothing is deposited, falls or flows into any mine outlet, void, excavation or borehole which by itself, or in combination with anything else which may be or which might reasonably be expected to be, in or adjacent to any such outlet, void, excavation or borehole, could block or weaken any underground excavations beyond the area of investigation or treatment, or could cause or aggravate pollution of underground water, or could cause any nuisance or harm to persons or property on the surface or underground, including any mining operations.
- (3) You will ensure that testing procedures are adopted to detect the emission of any flammable or noxious gas from any part of the site, and take appropriate action to protect members of the public and workmen.
- (4) You will notify the nominated representative of The Coal Authority immediately there is evidence of a gas emission or spontaneous combustion. You will, seeking proper advice if necessary, take all necessary steps for the purpose of controlling and extinguishing any spontaneous combustion or properly and safely dealing with any gas emission.
- (5) Immediately on completion of each borehole it shall be temporarily plugged or sealed pending permanent sealing. Permanent sealing must be effected with sulphate resisting cement. Such permanent sealing to be throughout the borehole to full depth, and to take place as soon as practicable, having regard to the proposals for site stabilisation.
- (6) You will conform with good practice for working and drilling in hazardous conditions, and take account of the advice and references contained in publications relevant to the circumstances from authorities such as the D.O.E. and C.I.R.I.A. and seek any further such advice as may be necessary from suitably qualified persons.
- (7) You will take account of the possibility of unrecorded coal workings and unrecorded disused coal mine outlets within the site.
- (8) No treatment of any disused mine outlet is permitted unless there is agreement for the surface owner to take a formal conveyance of the outlet from The Coal Authority for a nominal sum. The purchaser will be required to make a payment of £150 plus VAT towards the Authority's legal and other costs.

GUIDANCE NOTES

WITHHDRAWN

- (9) You will make a written report on the works carried out and deliver it to The Coal Authority's Mining Reports Office at the address given above within three months of cessation of operations, or twelve months from the date of acceptance of this permission, whichever is the sooner. The report must include drillers' logs and grout takes, and details of any stabilisation works carried out. The report must also include a plan to a scale of 1/2500, referenced to Ordnance Survey National Grid, showing all boreholes and excavations, and the positions of mine outlets and voids proved by the works, in relation to established surface features, and any surface development proposals. Regarding treatment, you are referred to note (6) above.
- (10) You will, at all times after signing this permission, indemnify The Coal Authority against liability for claims, losses or damages, including claims by yourself, whether arising as a result of any failure by you or your contractors, to comply with the requirements of this permission, or as a result of any act, omission, negligence or default by you or your contractors in carrying out the work.
- (11) All costs incurred in compliance with this permission shall be borne by the applicant, and shall in no way involve The Coal Authority in any expense.
- (12) For the avoidance of doubt, this permission does not confer upon you any right whatsoever to win or work coal, or to explore for coal or coal-bed methane.
- (13) You will be responsible for obtaining any necessary permissions under the Town and Country planning and any other relevant legislation, and for notifying statutory undertakers and other relevant bodies of your intentions, and for establishing the positions of any services on site.
- (14) You will obtain any necessary consents from surface and mineral owners, to obtain access to, and occupation of the site, and to carry out operations in any mine or mineral not vested in The Coal Authority.
- (15) The Coal Authority may terminate this permission at any time by oral or written notice.

Signed:

Date:

For and on behalf of: Director of Licensing, The Coal Authority, Bretby Business Park,
Ashby Road, Burton-upon-Trent, Staffordshire, DE15 0QD

Nominated Representative: Surface Hazards Section, International Mining Consultants Ltd.
P. O. Box 18, Mill Lane, Huthwaite, Sutton-in-Ashfield, Nottinghamshire, NG17 2NS
Tel: 01623 441444

If you accept the terms and conditions given above and require permission, sign and date this document as indicated below and return to the address given below. A site location plan to 1/2500 scale, referenced to Ordnance Survey National Grid, clearly identifying the site boundary in relation to established surface features must also be attached.

Note that only when the document is subsequently reissued to you, duly signed on behalf of The Coal Authority's Director of Licensing, is permission granted.

GUIDANCE NOTES

WITHHOLD DRAFT

Return to The Coal Authority, Mining Reports Office, Bretby Business Park,
Issuing Office: Ashby Road, Burton-upon-Trent, Staffordshire DE15 0QD.

Tel: 01283 550606.

I agree to the terms and conditions set out in this permission:

Signed:

Date:

(Please print clearly in Block Capitals)

Name:

Position:

Telephone:

For and

on behalf of:

WITHHOLD DRAFT

GUIDANCE NOTES

These Special Requirements should be included only when applicable.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

A contact address should be inserted before tenders are invited. Where more than one regional office of TRANSCO is affected, TRANSCO offices should be asked to nominate a single joint contact point to simplify communication with the Contractor. Where EXCEPTIONALLY this proves impossible contact addresses should be inserted for each region affected.

NOTE ON INDEMNITIES

Those preparing contract documents involving the TRANSCO Special Requirement should particularly note that The National Assembly for Wales does not, except in the MOST EXCEPTIONAL circumstances give indemnities. Therefore TRANSCO form P98A or any later replacement thereof which requests such indemnities and may be presented by TRANSCO as an addition to the Special Requirement opposite should be rejected for the purposes of The National Assembly for Wales Works.

SPECIAL REQUIREMENTS IN RELATION TO TRANSCO

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - a) 'Company' means TRANSCO.
 - b) 'Company' Representative' means the staff of TRANSCO 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 TRANSCO.

2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of any Apparatus within the Site with the Company Representative, who can be contacted at the following point:

Address:

Telephone:

Fax:

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 the Contract with reference to the requirements of the following publications:

- (i) 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').
- (ii) Health and Safety Executive (HSE): HS (G) 47 - 'Avoiding danger from underground services'.
- (iii) British Gas Engineering Standard: BGC/PS/SSW2 - 'Code of Practice for Safe Working in The Vicinity of British Gas Transmission Pipelines and Associated Installations Operating at Pressures in Excess of 7 Bar'.
- (iv) British Gas Cathodic Protection Standard GBE/ECPI.

6. The Contractor shall avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract. In particular 'Thrust Blocks' and other such supports shall NOT be disturbed without the specific written approval of the Company Representative. The Contractor should particularly note that large diameter Gas pipelines may either be:

- a) Transmission pipelines frequently operating at pressures exceeding 7 bar.
- b) low pressure local distribution mains.

GUIDANCE NOTES

WITHHOLD DRAFT

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

7. No vehicle plant or machinery shall cross stand operate or travel within 3.0m of any Apparatus particularly Gas pipelines except as approved by the Company Representative. The Contractor shall agree his methods of working near any Apparatus with the Company Representative and ensure that any Apparatus is adequately protected from damage by the use of wooden sleeper tracks or reinforced concrete rafts at crossing points as appropriate. Temporary fencing of adequate strength shall be erected to regulate the movement of vehicles plant and machinery in the vicinity of Apparatus. All such protective measures shall be to the satisfaction of the Company Representative.

8. Where for the purposes of completing the Works in accordance with the Contract it is necessary to lay a new service across an existing Gas pipeline whether above or below a minimum clearance of 0.6m shall be left between the outside of the Gas pipeline and the new service to be installed. Under no circumstances shall a new service be laid parallel above or below a Gas pipeline. Hydraulic or other form of pressure testing of any new services shall not be permitted within 6.0m of any Gas pipeline unless precautions have been taken involving the use of pre-installation tested pipeline having a design factor of 0.3 for a distance of 6.0m either side of the Gas pipeline and/or such additional precautions including but not limited to sleeving barriers and the like as the Company Representative may require in consultation with the Engineer.

9. The Contractor shall particularly note that Gas pipelines and other Apparatus of the Company is usually cathodically protected to Company standard GBE/ECPI. The Company will require to carry out interaction tests to determine whether its own system will be adversely affected by any new service and/or its protective measures. Any work requiring the removal modification and or movement of Apparatus shall only be carried out by the staff of the Company and/or its authorised contractors and Agents. In the event that any cathodic protection posts and/or associated Apparatus require to be removed replaced and/or moved for the purposes of the Works the Contractor shall give not less than seven days written notice of the requirement to the Company.

10. When excavating or backfilling around Apparatus, the Company Representative shall be given not less than 3 days written notice, of the Contractor's intentions in order that he may supervise the works.

11. Backfilling shall be in 150mm layers, or as may otherwise be directed, consolidated layer by layer to the satisfaction of the Company Representative. Fill shall be free from flints stones and carbonaceous material. Where slabbing reduces such depth clean sand filling shall be used.

12. All excavation adjacent to Apparatus is to be carried out by hand until the exact extent and/or location of Apparatus is known. The Contractor shall note the following:

- 1) Mechanical borers shall not be used within 5.0m of Apparatus
- 2) Hand held power assisted tools shall not be used within 1.5m of Apparatus without the supervisory presence of a Company Representative

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

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

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

GUIDANCE NOTES

WITHDRAWN

13. If for the completion of the Works the Contractor intends using any of the following:
- i) 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).
 - ii) Explosives within:
 - a) 400.0m of exposed Apparatus
 - b) 100.0m of buried Apparatus
 - iii) Hot Works welding and the like within 15.0m of Apparatus
 - iv) Hydraulic testing within 6.0m of Apparatus

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

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

15. The covers to Apparatus manholes and/or other access points and chambers shall only be lifted under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before a gas check as specified by the Company Representative has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.

16. In the event of any damage whatsoever even of a minor nature to Apparatus particularly to Gas pipeline coatings and/or test leads the Contractor shall immediately inform the Engineer and report the occurrence by contacting the Company Representative. The Company Representative will arrange for repairs to be carried out.

EMERGENCY ACTION

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

GUIDANCE NOTES

An Emergency telephone number should be obtained from TRANSCO and inserted at 17 (c) before tenders are invited. Efforts should be made to ensure that such a telephone number will be operating on a 24 hour 7 days per week basis.

WITHHDRAWN

THE EMERGENCY TELEPHONE NUMBER OF THE COMPANY IS:

.....

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

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

WITHDRAWN

GUIDANCE NOTES

These Special Requirements should be included only when applicable.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

A contact address should be inserted before tenders are invited. Where more than one regional office of BPA is affected, BPA offices should be asked to nominate a single joint contact point to simplify communication with the Contractor. Where EXCEPTIONALLY this proves impossible contact addresses should be inserted for each region affected.

SPECIAL REQUIREMENTS IN RELATION TO THE BRITISH PIPELINE AGENCY LTD

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - a) 'Authority' means the British Pipeline Agency Ltd
 - b) 'Authority's Representative' means the staff of the British Pipeline Agency Ltd or its Authorised Representatives and Agents.
 - c) 'Pipeline' means pipelines administered by the British Pipeline Agency Ltd and includes any associated apparatus administered by the Authority.

2. Government oil pipelines are subject to the statutory control of the Department of Energy or Ministry of Defence. The erection of buildings or structures or the carrying out of any work (subject to minor exceptions) within 3.0m of the line or immediately above the line of any such Pipeline without the consent of the respective Minister is prohibited. Commercial pipelines carrying oil or gas operate under private acts of Parliament and are subject to similar restrictions. At certain locations as part of multiple routes pipelines operated by British Gas Plc may be involved. The Authority are agents for any such Pipeline.

3. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of any Pipeline administered by the Authority within the Site with the Authority's Representative, who can be contacted at the following point:

Address:

Telephone:

Fax:

Pipeline administered by the Authority is for gas or oil carriage at high pressures and is usually of steel construction. Pipeline may vary in size from 75mm to 900mm diameter. In general Pipeline routes are indicated by marker posts at road crossings, fences, hedgerows and the like. Depth of cover is usually a minimum of 1.0m.

4. Where such details show that the Works or the movement of plant or equipment may endanger any Pipeline, the Contractor must give the Authority's Representative at least 7 days written notice of the date on which it is intended to commence such work or the movement of plant and equipment on Site in order that the presence of any Pipeline can be indicated by markers to be supplied and placed by the Contractor and if appropriate under the supervision of the Authority's Representative. No vehicle plant or machinery shall cross stand operate or travel within 3.0m of any Pipeline except as approved by the Authority.

The Contractor shall agree his methods of working near any such Pipeline with the Authority's Representative and ensure that any Pipeline is adequately protected from damage by the use of wooden sleeper tracks or reinforced concrete rafts as appropriate. Temporary fencing of adequate strength shall be erected to regulate the movement of vehicles plant and machinery in the vicinity of the Pipeline. All such protective measures shall be approved by the Engineer.

For the purposes of access by the Authority to any Pipeline or along the route of a Pipeline a minimum 6.0m clearance shall be maintained so far as is reasonably possible at all times.

5. The Contractor shall make every effort to avoid the disturbance of any Pipeline more than is absolutely necessary for the completion of the Works in accordance with the Contract.

GUIDANCE NOTES

WITHDRAWN

6. All excavation adjacent to any Pipeline shall be carried out by hand until the exact location of the Pipeline is known. Mechanical borers and/or excavators shall not be used within 3.0m of any Pipeline. To prevent movement of any Pipeline during excavation, complete shuttering and other adequate and appropriate support measures agreed with the Authority and approved by the Engineer shall be used if:

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

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

- i) Pile driving equipment within 30.0m of any Pipeline.
- ii) Explosives within 200.0m of any Pipeline.
- iii) Any hot work such as welding and the like within 6.0m of any Pipeline.

the Contractor shall advise the Authority's Representative, giving at least 7 days written notice, in order that any special protective measures for the Pipeline affected may be arranged and if thought appropriate the Authority's Representative may attend upon Site to supervise such work.

7. Where new services are to pass under an existing Pipeline the minimum clearance shall be 300mm. A concrete slab 100mm thick by 1.0m wide by 6.0m long shall be placed 150mm below the Pipeline following the new service route.

Where new services are to pass over an existing Pipeline the minimum clearance shall be 300mm. A concrete slab 100mm thick by 1.0m wide by 6.0m long shall be placed 150mm above the Pipeline following the new service route.

Where the new service is a pipeline the section traversing the easement of the Authority shall be pre-installation tested to full working limits. If yield testing is proposed a single length of pre-yield tested pipe shall be used to span the easement of the Authority. At points where British Gas PLC have an interest it may be required that the new pipeline be temporarily sleeved with line quality pipe for up to 13.0m.

The Contractor should particularly note that Pipeline may have cathodic protection arrangements which could adversely affect steel or iron structures or services in the immediate vicinity of the Pipeline. The Contractor should make provision for any necessary testing to ascertain the possibility of such detrimental interaction. Neither Pipeline owners nor the Authority can be held responsible for damage to works the cause of which is thought to originate in any such interaction with the cathodically protected Pipeline.

8. When backfilling around any Pipeline administered by the Authority, the Authority's Representative shall be given adequate notice, which shall not be less than 3 days, of the Contractor's intentions in order that he may attend upon the Site to inspect the work and supervise the operation.

Backfilling shall be in 225mm layers consolidated layer by layer to the satisfaction of the Engineer. Fill shall be free from flints stones and carbonaceous material. Where slabbing reduces such depth clean sand filling shall be used.

EMERGENCY ACTION

9. The following actions shall be taken by the Contractor in the event of a leak in any Pipeline:

- a) Remove all personnel from the immediate vicinity.
- b) So far as is possible remove and/or extinguish all sources of ignition for a distance of at least 400m in all directions from the location of the leak. This precaution shall include a ban on the use of any electrical apparatus falling within this limit.

GUIDANCE NOTES

WITHHDRAWN

- c) IMMEDIATELY inform the Authority the Engineer and (if required) the Emergency services in that order.
 - d) Secure the area from the approach of traffic and/or the general public.
 - e) Render every assistance to the Emergency Services and/or the Authority 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 OR OIL AT THE POINT OF DAMAGE.
 - g) With regard to landslope and any apparent flow direction of any leaking oil, BUT WITHOUT COMPROMISE TO a) or b) above construct if possible and as necessary dams or bunds with earth and/or board to prevent oil flows reaching ditches streams drains manholes or other such water courses and ducts.
10. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

WITHHDRAWN

GUIDANCE NOTES

These Special Requirements opposite have been agreed with the headquarters of the British Waterways Board (BWB) and should only be included when applicable.

Special Requirements are issued centrally by The National Assembly for Wales in consultation the headquarters of the BWB. Requirements are issued nationally and variations are a matter for agreement between The National Assembly for Wales and the BWB. Regional variations are NOT permitted; where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

A contact address should be inserted before tenders are invited. Where more than one area of the British Waterways Board is affected, BWB offices should be asked to nominate a single joint contact point to simplify communication with the Contractor. Where EXCEPTIONALLY this proves impossible contact addresses should be inserted for each region affected.

BRITISH WATERWAYS BOARD TECHNICAL REQUIREMENTS

Where the Works involve the diversion and/or replacement of canal/river linings 'Puddle clay' etc the specified technical requirements/characteristics of the material(s) together with details of the methods of installation as maybe supplied/required by the BWB should form part of the Specification. Such details must NOT be placed within the text of the Special Requirement.

SPECIAL REQUIREMENTS IN RELATION TO THE BRITISH WATERWAYS BOARD

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - a. 'The Board' means the British Waterways Board.
 - b. 'Board's Representative' means the Regional Engineering Manager of the British Waterways Board or other duly Authorised Representative and/or Agent appointed for the time being to act on his behalf of the Board.
 - c. 'Waterway' means any canal towpath river culvert feeder reservoir watercourse or channel and/or property or premises of any kind administered owned leased or rented by 'The Board' in pursuit of or as part of its Statutory functions or its business.
 - d. 'The Board's Bye-Laws' means the General Canal Bye-Laws dated 1965 and subsequent amendments.
2. The Contractor shall particularly note that the Board is established by Act of Parliament and that its responsibilities for the Board's Waterway Property and Premises are the subject of Statutory Law and The Board's Bye-Laws with which the Contractor should familiarise himself.
3. The Contractor shall provide to the Board's Representative:
 - a. at least 14 days written notice before commencing any work or moving heavy plant or equipment over any portion of the Site or in or affecting The Board's Waterway Property or premises,
 - b. an outline programme for the Works,
 - c. a Method Statement for all Works or operations which may affect the Waterway,
 - d. a Safety Plan that addresses the hazards and risks to users of the Waterway, the Board's employees, the environment under the control of The Board, the property of The Board and the property of legitimate users of The Board's facilities,
 - e. details of any Temporary Works affecting the Waterway,
 - f. subject to the Employers agreement copies of Environmental Impact Assessment (if any) as may be required by the Employer under the Contract.
4. The Contractor shall present and maintain to the satisfaction of The Board's Representative an up to date General Arrangement drawing of adequate scale and details showing the Permanent and Temporary Works as they affect the Waterway towing path property and/or premises of The Board.
5. The Contractor shall provide to The Board's Representative NOT LESS than 7 days written notice of any change to the programme, the Method Statement/Safety Plan or details which affect the Waterway. The Board's Representative can be contacted at the following point:

Address:

Telephone: Dial 100 and ask for 'Freephone Canals' or dial 0384 240948 if using a mobile phone.

FAX:
6. The Contractor will be required to obtain the agreement of The Board's Representative for setting out of major elements of the Works on or affecting The Board's Waterway property or premises.

GUIDANCE NOTES

WITHHOLD DRAFT

7. All operations affecting The Board's Waterway property or premises shall be carried out in such a manner so as not to endanger or damage The Board's property and/or any persons entitled to be present thereon and to avoid (except to the extent agreed in writing) any interference to the free movement of any persons, pedestrians and/or road and waterborne traffic.
8. The Contractor shall not commence any works, particularly excavation piling or dredging work, until adequate provisions to the satisfaction of The Board's Representative have been taken to ensure the stability and security of any Waterway or associated supporting structures whether in the ownership of The Board's or not and to prevent the escape of water therefrom.
9. The Contractor shall if required by The Board's Representative provide temporary fencing to the satisfaction of The Board's Representative to provide safety and to prevent trespass or the straying of animal or poultry stock.
10. The Board's Representative shall at all times have reasonable access to The Board's Waterways property or premises on the site.
11. All lights provided by the Contractor shall be so placed or screened so as not to interfere with any signal lights, navigation lights and/or beacons of The Board. Any Temporary Works which may interfere with the siting of such equipment shall not be erected without the written permission of The Board's Representative.
12. The Contractor shall NOT without the specific written permission of The Board's Representative (and then ONLY under such conditions and restrictions as The Board's Representative may require) do any of the following:
- a) use or place plant and/or heavy vehicles which may cause damage to the Waterway and which shall particularly include but not be limited to damage to Waterway walls.
 - b) 'Crane' or otherwise similarly move plant materials and/or vehicles over any Waterway.
 - c) Use floating plant barges and/or pontoons and the like in any Waterway.
 - d) Excavate, tunnel or carry such other underground operations beneath any Waterway.
 - e) Display any advertisement or other material, except as specifically required by this Special Requirement, on or above The Board's Waterway property or premises.
 - f) Discharge trade or sewage effluent, or arisings, surface water of any kind in any way into or onto The Board's Waterway property or premises.
 - g) Abstract extract and/or draw water from The Board's Waterway property or premises.
 - h) Damage or remove flora, fauna, waterway relics, architectural heritage, industrial heritage, landscaping, towing paths or waterway walls.
 - i) Store fuel or oil, re-fuel service vehicles or plant on or in proximity to the Waterway where there is a risk of pollutants entering the Waterway.
 - j) Access The Board's property or premises by any unauthorised route.
13. The Contractor shall take all necessary measures to prevent:
- a) Siltation of any Waterways.
 - b) Damage to The Board's property and premises.
 - c) Construction debris, materials or arising of any sort which include but not be limited to bricks, timber, containers or any kind, reinforcing bars, polythene or plastic sheeting entering any Waterway.

GUIDANCE NOTES

At paragraph 14, a minimum height clearance above the water surface, specified in metres, should be agreed with BWB and inserted before tenders are invited.

WITHDRAWN

- d) Contamination of the Waterway with any toxic, or other polluting matter or liquid of any sort which shall include but not be limited to grout, concrete, or silane.
- e) The creation of any hazard to the users of the Waterway which shall include but not be limited to oxy acetylene burning, welding, grit blasting, water jetting or cleansing, spraying or pointing. Alternatively all such works shall cease until the craft or persons are past and clear.
- f) The spread of any prohibited species which shall include but not be limited to Japanese Knotweed or Giant Hogweed.

In the event of any of the above occurring the Contractor shall immediately inform the Board's Representative and the Engineer and shall immediately carry out the instructions of the latter to abate and remedy the situation.

14. Where for the purpose of completing the Works in accordance with the Contract any Temporary Works are required above the Waterway the Contractor shall, except where otherwise specified in the Contract or agreed in writing by the Board's Representative, provide and maintain a minimum height clearance of not less than (..... m) above the water surface of the Waterway or highest expected water surface where this is variable.

The Contractor should particularly note when planning any work in relation to the Waterway that the Board cannot guarantee any particular water level or depth not prevent any fluctuations to such water level depth or speed of flow in any Waterway.

15. If completion of the Works in accordance with the Contract necessitates the closure and/or the reduction in width of the Waterway or towpath the Contractor shall strictly comply and work within the arrangements and limits which shall have been the subject of an Agreement between the Employer and The Board for the closure and/or reduction in width of the Waterway or towpath.

16. Where the completion of the Works in accordance with the Contract on or near the edge of the Waterway involves projections of any kind into the navigable channel and/or anywhere vertically above the line of its edge the Contractor shall conform to the Board's Bye-Laws in respect of signing, marking, lighting and fendering.

17. Any vessel or craft on the Waterway for which the Contractor has obtained the permission of the Board's Representative shall be licensed used and moored in accordance with the Board's Bye-Laws.

18. If any plant, vessel or craft falls or sinks or is cast adrift in the Waterway the Contractor shall immediately inform The Board's Representative and the Engineer and take immediate steps to make the hazard known to users of the Waterway. The Contractor shall immediately arrange the salvage/re-securing of the plant, vessel or craft from the Waterway and until such salvage/re-securing has been completed the Contractor shall provide buoys and/or markers and erect warning notices indicating the navigation hazard to Waterway users to the satisfaction of The Board's Representative.

19. The Contractor shall keep The Board's Waterways property or premises free from rubbish. The Contractor shall not leave rubbish on or in Waterways property or premises and shall subject to the approval of the Engineer clear away and remove all constructional plant surplus materials and Temporary Works from Waterways property or premises as and when these cease to be required for the purposes of the Works. All damage to The Board's property shall be made good by the Contractor to the satisfaction of The Board's Representative.

GUIDANCE NOTES

WITHDRAWN

EMERGENCY ACTION

20. The following actions shall be taken by the Contractor in the event of any damage in the Waterway its containment and/or supporting structure or banking:

- a. IMMEDIATELY inform The Board the Engineer and (if required) the Emergency services.
- 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 Board as shall be requested for the purposes of mitigating water loss and/or damage arising from the incident and/or for the purpose of securing public safety and the stability of other property.

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

WITHDRAWN

GUIDANCE NOTES

These Special Requirements should be included only when applicable.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

A contact address should be inserted before tenders are invited. Where more than one regional office of The Environment Agency is affected, The Environment Agency offices should be asked to nominate a single joint contact point to simplify communication with the Contractor. Where EXCEPTIONALLY this proves impossible contact addresses should be inserted for each region affected.

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 Authority' means The Environment Agency.
 - b) 'Authority'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 Authority' in pursuit of or as part of its statutory functions.
2. The Contractor shall give the Authority'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 Authority'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 Authority's Representative NOT LESS than 7 days written notice of any change in programming which affects any Watercourse. The Authority's Representative can be contacted at the following point:

Address:

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

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

GUIDANCE NOTES

WITHHOLD DRAFT

8. Throughout the period of the Contract The Contractor MUST take all necessary measures with regard the Watercourse flood plain and/or continued operation of land drainage systems to ensure:
- a. Flow rates are maintained
 - b. The FULL AND PROPER discharge of any flood waters.
9. 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 Authority's Representative.
10. 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.
11. Throughout the period of the Contract the Contractor shall ensure that the structural integrity of any fluvial tidal and/or sea defence Works is fully protected and maintained.
12. The Contractor shall take all necessary measures to secure the protection of all Watercourses including water in underground strata against silting erosion flooding and/or pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal aquatic or plant life and/or damage to property and land. Such protective measures shall include, but not be limited to, the following:
- a) All fuel lubricating oil and/or other liquid chemicals stored on the Site shall be located as far as reasonably possible and in any case NOT LESS THAN 10.0M from any Watercourse and such stores shall be sited on impervious bases and incorporating a system of impervious containment effectively capable of retaining 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 fixed 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. All moveable equipment when not in operation during working hours shall be located as far as reasonably possible, and in any case not less than 10.0m from any Watercourse. Outside working hours moveable equipment is to be located in an area which is as far as reasonably possible, and in any case not less than 10.0m 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 Authority's Representative.
 - f) Prevention of the unauthorised abstraction extraction and/or drawing of water for any reason from any Watercourses property or premises for which The Authority is responsible. While protecting any existing abstraction arrangements whether licensed or not together with any domestic abstractions exempt from such licensing requirements. (A list of licensed abstractions is available on a public register).
 - g) Ensuring that any ford required to allow plant or vehicles to cross a Watercourse consists of steel plank roadway hardcore road and/or exceptionally a series of concrete pipes sufficient to carry the dry weather flow of the Watercourse topped with concrete slabs at such a level that flood water will overtop the obstruction without causing flooding or other adverse effects and that such construction as is permitted by The Authority 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 Authority's Representative.

GUIDANCE NOTES

WITHDRAWN

- h) Ensuring that any plant used in or fording a Watercourse is not noticeably leaking fuel oil and/or any other fluid.
- i) Ensuring that the use of any concrete mixing plant or ready mix vehicle together with the placing of any wet concrete in or adjacent to any Watercourse is strictly controlled in such a manner that cement contamination of the Watercourse does not occur.
- j) Ensuring that only material free from polluting toxic substances is used at locations where drainage from new material can directly or indirectly enter any Watercourse.
- k) Where for the purposes of completing the Works in accordance with the Contract any work is required on a sewer of any kind in particular a trunk sewer ensuring that such work is only carried out with the full knowledge of the sewer authority and then ONLY under such conditions and restrictions as The Authority's Representative and the sewer authority may impose.
- l) Ensuring that the banks and foreshore of any Watercourse are kept clear of material plant and other items unless actually in use for the purposes of the Works.
- m) Ensuring that materials intended for or arising from the Works together with any other plant and/or equipment are not stored or disposed of:
 - i) In the Watercourse.
 - ii) Placed in such a manner where such items might fall slip or be washed into any Watercourse.
- n) Preventing the spread of the following plant species:
 - i) Japanese Knotweed
 - ii) Giant Hogweed.

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

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

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

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

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

GUIDANCE NOTES

WITHHOLD DRAWM

13. Unless specified as a requirement of the Contract, the Contractor shall NOT without the specific written permission of the Authority's Representative, (and then ONLY under such conditions and restrictions as the Authority's Representative may require), do any of the following:

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

Where any of the above works are specified as a requirement of the Contract the Contractor's method and timing of construction will be subject to the written approval of the Authority's Representative (under such conditions and restrictions as the Authority's Representative may require). The Contractor shall submit his proposals at least 2 weeks in advance of approval being required.

14. Where for the purposes of completing the Works in accordance with the Contract any work is required above or in the Watercourse the Contractor shall, except where otherwise specified in the Contract or agreed in writing by the Authority's Representative:

- a) Provide and maintain a minimum height clearance as shall be specified in writing by the Authority's Representative above the water surface of the Watercourse or highest expected water surface where this is variable.
- b) Stockpile keep clean and replace on completion of the Works any 'bed' material necessarily removed from the Watercourse in the course of the construction of the Works.
- c) Submit to the Authority's Representative written proposals for maintaining at all times the free passage of fish.

GUIDANCE NOTES

WITHHOLD DRAFT

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

15. Where for the completion of the Works in accordance with the Contract work is required on or near the edge of a navigable Watercourse and such work involves projections of any kind into the navigable channel and/or anywhere vertically above the line of its edge the Contractor shall:

- a) Throughout the course of the Works provide permanent markers on the extremities from the bank of the projection by the placing thereon of warning markers/notices/lights as specified by the Authority'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 Authority's Representative.
- c) Provide notice boards of a type size shape colour and with a written warning as specified by the Authority's Representative shall be sighted on the Watercourse edge as required by the Authority's Representative.

16. Any floating plant barge and/or pontoon on the Watercourse for which the Contractor has obtained the permission of the Authority's Representative shall at all times be properly secured so as not to constitute a hazard to navigation and/or Watercourse management and all reasonable precautions shall be taken by the Contractor to prevent accidental or malicious casting adrift or sinking.

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

18. The Contractor shall not reduce the width of any Watercourse at any time without the written approval of the Authority's Representative. In order to consider a request for a temporary reduction in the width of any Watercourse the Authority'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.

19. If for the purposes of completing the Works in accordance with the Contract work necessitates the closure and/or the reduction in width of any Watercourse access or footpath the Contractor shall give to The Authority at least 7 days written notice and shall provide to the satisfaction of the Authority'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 Authority's Representative.
- b) An alternative emergency access for the Authority'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.

20. The Contractor shall keep the Watercourses property or premises for which The Authority is responsible free from rubbish. The Contractor shall not leave rubbish on or in Watercourses property or premises for which The Authority is responsible and shall subject to the approval of the Engineer clear away and remove all constructional plant surplus materials and Temporary Works from Watercourses property or premises for which The Authority is responsible as and when these cease to be required for the purposes of the Works.

GUIDANCE NOTES

WITHHOLD DRAFT

21. 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 Authority is responsible.

22. Except where otherwise provided for in the Contract every part of the bank and/or channel of the Watercourse shall be fully reinstated by the Contractor to the surrounding bank profile topsoiled seeded and/or turfed as appropriate.

23. Except where otherwise provided for in the Contract all property and premises affected by the Works for which The Authority is responsible shall be fully reinstated and all damage to land property or premises for which The Authority is responsible shall be made good by the Contractor to the satisfaction of the Authority's Representative.

EMERGENCY ACTION

24. The following actions shall be taken by the Contractor in the event of any breach and/or risk of major pollution to a Watercourse or land drainage area or any incidence of fish kill:

- a) IMMEDIATELY inform The Authority the Engineer and (if required) the Emergency services in that order.

FOR THE AUTHORITY telephone: '0800 807060'

- b) Secure the area from the approach of traffic and/or the general public.
- c) Render every assistance to The Authority and/or the Emergency Services as shall be requested for the purposes of mitigating damage and/or for the purposes of securing public safety.
- d) With regard to landslope and any apparent flow direction of any water flowing from any breach, construct if possible and as necessary dams bunds with earth board and/or sheet to prevent or restrain loss of water from the Watercourse and/or flows inundating any adjacent property.
- e) With regard to landslope and any apparent flow direction of any potentially polluting material or liquid, construct if possible and as necessary dams bunds with earth board and/or sheeting to prevent or restrain such material from reaching the Watercourse and/or flows inundating any adjacent property.
- f) Where not withstanding the above potentially polluting material or liquid has entered a Watercourse construct if possible dams/booms with board and/or sheet materials to retain and limit the extent/effect of such pollutants within the Watercourse pending instructions for full remedial action while permitting the continued flow of water.

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

GUIDANCE NOTES

These Special Requirements should be included only when applicable.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

However, for the purposes of this Special Requirement additions/changes may be required to paragraph 11 and 13 as note below.

A contact address should be inserted before tenders are invited. Where more than one regional office of The National Assembly for Wales Agriculture Department is affected, The National Assembly for Wales Agriculture Department offices should be asked to nominate a single joint contact point to simplify communication with the Contractor. Where EXCEPTIONALLY this proves impossible contact addresses should be inserted for each region affected.

WITHHOLD DRAFT

SPECIAL REQUIREMENTS IN RELATION TO NATIONAL ASSEMBLY FOR WALES AGRICULTURE DEPARTMENT

1. In these Special Requirements the following term shall have the meaning assigned to it:
 - a) 'National Assembly for Wales Agriculture Department Representative' means the staff of The National Assembly for Wales Agriculture Department or its appropriately Authorised Representatives 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 National Assembly for Wales Agriculture Department 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 sub-contractor employed by him may have or seek to gain entry for the purpose of the Works. The National Assembly for Wales Agriculture Department Representative, can be contacted at the following point:

Address:

Telephone:

Fax:
3. The Contractor shall ensure that his employees or the employees of any sub-contractor employed by him 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 affected by the Works at all times.
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 Engineer. 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 National Assembly for Wales Agriculture Department.
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 worn at all times 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 the Contract the Contractor shall take all necessary precautions to ensure that streams, ditches and water troughs are not polluted as a result of the carrying out of the Works and that ditches and drainage outfalls are adequately protected from damage pollution and/or silting to the satisfaction of the Engineer.
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 shall particularly make every effort to remove discarded foodstuffs remaining from human consumption - these may carry infectious agents harmful to livestock.

GUIDANCE NOTES

Before tenders are invited a check should be made with The National Assembly for Wales Agriculture Department, Cathays Park, Cardiff, CF10 3NQ, Tel No 01222-825111 to ascertain any special restrictions over and above those contained in the Special Requirement. Additional local diseases should be added to those already listed for plant crops and livestock as appropriate under paragraph 11 and 13, together with any special procedures required. It will not normally be necessary to make a case for such changes to The National Assembly for Wales providing additions/ amendments are only made to the details in paragraph 11 and 13 as given above.

WITHDRAWN

9. The Contractor shall ensure that all gates are kept closed and appropriately secured and shall make every effort to avoid damage to fences hedges trees and walls in order to prevent livestock from straying. Where such damage 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 Engineer 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 Engineer. 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 National Assembly for Wales Agriculture Department.

11. The Contractor shall strictly comply with any restrictions and/or precautions relating to the movement of soil which may be requested by The National Assembly for Wales Agriculture Department in the interest of restricting the spread of the following crop diseases:

Rhizomania	(affecting beet)
Red Core Disease	(affecting strawberries)
Wart Disease	(affecting potatoes)
Verticillium Wilt	(affecting hops)
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 National Assembly for Wales Agriculture Department in the interests of preventing the spread of the following plant species:

Japanese Knotweed
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 National Assembly for Wales Agriculture Department Representative.

13. With regard to livestock diseases:

Foot and Mouth Disease
Newcastle Disease (Fowl Pest)
Swine Fever
Swine Vesicular Disease

Should an outbreak of any of the above highly infectious diseases occur in the area the Contractor and/or any sub-contractor employed by him shall not enter further upon any land and shall immediately inform the Engineer and request instructions. The Engineer shall consult with and seek instructions immediately from The National Assembly for Wales Agriculture Department Representative.

Carcase Burial Pits

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 Carcass Burial Pits may exist in the area of the Works The National Assembly for Wales Agriculture Department Representative may be able to offer assistance in their location. However, if during the course of the Works a Carcass Burial Pit is encountered by the Contractor or any sub-contractor employed by him all work shall cease at that location and the Contractor shall appropriately secure that area of the Site against access and immediately inform the Engineer and request instructions. The Engineer shall consult with and seek instructions immediately from The National Assembly for Wales Agriculture Department Representative.

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

GUIDANCE NOTES

These Special Requirements should be included only when applicable.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

A contact address should be inserted before tenders are invited. Where more than one regional office of Cable and Wireless is affected, Cable and Wireless offices should be asked to nominate a single joint contact point to simplify communication with the Contractor. Where EXCEPTIONALLY this proves impossible contact addresses should be inserted for each region affected.

WITHDRAWN

SPECIAL REQUIREMENTS IN RELATION TO CABLE AND WIRELESS

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

2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of the Apparatus within the Site with the Company Representative, who can be contacted at the following point:

Address:

Telephone:

Fax:

3. Where such details show that the works or the movement of plant or equipment may endanger any Apparatus the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such works or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of a Company Representative. The Contractor shall ensure that all Apparatus, particularly surface running cabling, is adequately protected from damage and such protective measures shall be 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 take particular care in relation to the protection of Apparatus, where such Apparatus includes the presence within the Site of optical fibre and/or co-axial cabling. The Contractor should particularly note that damage to such Apparatus is extremely disruptive to the Company network and costly to reinstate. The Contractor shall make every effort to avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract.

6. When excavating around, moving or backfilling around Apparatus, the Company Representative shall be given adequate 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.

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

GUIDANCE NOTES

WITHHOLD DRAFT

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

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

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

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

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

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

8. All Company manholes, joint boxes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches, cabledrums and/or any further equipment required by the Company for the maintenance of its Apparatus, shall be maintained at all reasonable times. The Contractor shall particularly note that footway type jointing chambers are not specified for carriageway loadings and will need to be adequately protected and/or demolished and rebuilt under the supervision of a Company Representative where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the Site.

9. The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before the mandatory gas check has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and Chambers when required.

10. In the event of any damage whatsoever to Apparatus the Contractor shall immediately inform the Engineer and report the occurrence by contacting the Company as follows:

Mercury National Operations Centre
Telephone: 0800 622599 (24 hours)

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

GUIDANCE NOTES

These Special Requirements should be included only when applicable.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

A contact address should be inserted before tenders are invited. Where more than one regional office of BT is affected, BT offices should be asked to nominate a single joint contact point to simplify communication with the Contractor. Where EXCEPTIONALLY this proves impossible contact addresses should be inserted for each region affected.

WITHHOLD DRAFT

SPECIAL REQUIREMENTS IN RELATION TO BRITISH TELECOMMUNICATIONS PLC

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

Address:

Telephone:

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

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

GUIDANCE NOTES

WITHDRAWN

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

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

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

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

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

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

8. All Company manholes, joint boxes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches, cabledrums and/or any further equipment required by the Company for the maintenance of its Apparatus, shall be maintained at all reasonable times. The Contractor shall particularly note that footway type jointing chambers are not specified for carriageway loadings and will need to be adequately protected and/or demolished and rebuilt under the supervision of a Company Representative where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the Site.

9. The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before the mandatory gas check has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.

10. In the event of any damage whatsoever to any Apparatus the Contractor shall immediately inform the Engineer and report the occurrence by contacting the Company as follows:

Telephone: DIAL 100 and ask operator for FREEPHONE 111/Dial before you dig'

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

GUIDANCE NOTES

These Special Requirements should be included only when applicable.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

NOTICE OF FUTURE AMENDMENT

Unlike the other Special Requirements in this section of the Model, which concern Outside Bodies' the Special Requirement opposite specifically concerns the requirements of the Employer.

The Special Requirement is therefore more appropriate to the Specification and arrangements are in hand for an appropriate form of wording to appear therein, at which point the existing text will be deleted from the MCD by a formal Amendment.

In the interim, NO FURTHER UPDATES/AMENDMENTS WILL BE MADE TO, OR CONSIDERED FOR, THE PRESENT TEXT and the Special Requirement will be retained in its present form to provide a base document for the benefit of MCD users.

A contact address should be inserted before tenders are invited.

SPECIAL REQUIREMENTS IN RELATION TO MOTORWAY COMMUNICATIONS SYSTEMS

1. In this Special Requirement the following terms shall have the meanings assigned to them:
 - a) 'Authority' means The National Assembly for Wales.
 - b) 'Authority's Representative' means the Motorway Communications technical staff of The National Assembly for Wales or its Authorised Representatives and Agents, including particularly The National Assembly for Wales Specialist Motorway Communications Contractor.
 - c) 'Apparatus' means all surface or sub-surface equipment and any associated cabling and/or ducting owned, leased or rented by The National Assembly for Wales for the purposes of motorway communications, vehicle detection and/or electrical supplies.

2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of the Apparatus, within the Site with the Authority's Representative, who can be contacted at the following point:

Address:

Telephone:

Fax:

The approximate positions of such Apparatus within the Site where known will be shown on the Drawings. Such Apparatus is usually, but not exclusively, confined to the verges and central reservations of sites. The Contractor shall arrange for the Authority's Representative accurately to locate all buried Apparatus, particularly cable runs, by means of electrically operated cable detection equipment. The Contractor shall verify each location by hand excavated trial holes at 10.0m intervals or at other such intervals as may be deemed necessary by the Authority's Representative. All trial holes shall be excavated with caution and due regard for the prevention of damage to the Apparatus.

3. Where such details and trial excavations show that the Works or the movement of plant or equipment may endanger any Apparatus, the Contractor shall give the Authority's Representative at least 7 days notice of the date on which it is intended to commence work and/or the movement of plant and equipment in order that the presence of the sub-surface Apparatus previously located and particularly cable runs can be indicated by 1.0m marker pegs and a continuous spray painted line of conspicuous colour which shall be maintained throughout the duration of the Contract. Marker pegs will be supplied by the Contractor and placed under the supervision of the Authority's Representative. The Contractor shall ensure that all Apparatus, particularly surface running cabling, which shall include any cabling specified as 'interrupter cable', and/or cabling or 'interrupter cable' previously clipped to fence posts for temporary connection in advance of the Contract by the Authority's Representative, is adequately protected from damage and such protective measures shall be approved by the Engineer. The Contractor shall not under any circumstances aerially suspended surface cabling without the prior consent of the Engineer and then only in a manner as shall be specified by the Authority.

4. In the event of a marker peg 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 Authority's Representative.

5. On completion of the Works all previously excavated trial holes shall be backfilled with sand of a type and grade approved by the Engineer to a depth of 75mm above the Apparatus of the Authority. Suitable material approved by the Engineer shall then be used to fill the excavation to within 150mm of the finished ground level. This material shall be compacted in a manner approved by the Engineer prior to final topsoiling of the Site to finished ground level.

GUIDANCE NOTES

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6. Unless the Apparatus, particularly any cabling, is being removed as part of the Works, before commencing any work, including the setting of level pins and the like, the Contractor shall arrange for the Authority's Representative to carry out a limited insulation test on each length of 'longitudinal cable' forming part of the Apparatus that is likely to be affected by the work. This limited test shall record the insulation resistance values between unused conductors, unused conductors to armour and armour to earth, using a 500 volts DC megger. Two copies of the results of this test shall be furnished by the Contractor to the Engineer. Upon the completion of the works and before the issue of the Certificate of Completion, a similar test shall be carried out on all completed work and two copies of the results of this latter test shall be furnished to the Engineer.

7. The Contractor shall take particular care in relation to the protection of the Apparatus, where such Apparatus includes the presence within the Site of optical fibre and/or co-axial cabling. The Contractor shall particularly note that damage to such Apparatus is extremely disruptive to the traffic control and safety systems of the Authority and costly to reinstate. The Contractor shall make every effort to avoid the disturbance of such Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract.

8. The Contractor shall give 24 hours written notice to the Engineer before commencing any work within 1.5m of the line of surface or sub-surface Apparatus and shall notify all operatives, including any sub-contractors, employed by the Contractor of the presence of such Apparatus, particularly any cabling, together with the need to exercise extreme care and attention to ensure the prevention of any damage. The Contractor shall ensure that all such excavations take place under the supervision of an experienced supervisor approved by the Engineer for this purpose.

9. All excavation adjacent to the Apparatus of the Authority is to be carried out by hand until the exact extent and/or location of such Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.5m of such Apparatus without supervisory presence of the Authority's Representative. To prevent any movement of such Apparatus during excavation, adequate protective and stabilising measures shall be used as directed by the Engineer if:

- a) Excavation is deeper than the depth of cover adjacent to such Apparatus.
- b) Excavation is within 1.5m of such Apparatus in stable soil.
- c) Excavation is within 5.0m of such Apparatus in unstable soil.

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

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

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

10. All manhole, joint box and/or other access points and chambers within the Site giving access to the Apparatus of the Authority shall be kept clear and unobstructed. Access for vehicles, winches, cabledrums and/or any further equipment required by the Authority for the maintenance of its Apparatus, shall be maintained at all times. The removal of covers to the chambers and/or Apparatus of the Authority together with any connections and/or disconnections however minor shall only be undertaken by the Authority's Representative. The Authority's Representative shall be given reasonable access to the Apparatus and chambers of the Authority whenever required.

11. In the event of any damage whatsoever to the Apparatus of the Authority the Contractor shall immediately inform the Engineer who shall immediately contact the Authority.

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

13. The Contractor should note that where a Motorway Communications cable is damaged during the construction of the works, the complete length of cable between adjacent cabinets will be required to be replaced by the Contractor within one month (see Specifications MCH 1433 and MCH 1598 available from the Highways Agency Traffic Systems & Signing Plans Registry in Bristol), at his own expense, with an equivalent cable laid and tested on completion to fully satisfy the Authority's appropriate cable specifications. All costs incurred by the Authority's Representative in respect of time, travel etc for site supervision and/or witnessing the replacement and testing of the new cable shall be borne by the Contractor.

GUIDANCE NOTES

These Special Requirements should be included only when applicable, this will usually be where work is near the site of a military or civilian airfield, or coincides with areas known to be used for low flying.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

A contact address should be inserted before tenders are invited. This will usually be: 'The Civil Aviation Authority Safety Branch' located at 'Gatwick Airport (tel 0293 573264)'. However, those preparing contract documents for The National Assembly for Wales schemes MUST check and insert the latest contact point available for the Safety Branch of the Authority, or that expected to be in use during the tender and completion periods for the contract.

Where a military airfield or flying is involved responsibility will usually rest with the Ministry of Defence. For the purposes of this Special Requirement it is sufficient that the Contractor is made aware of this fact by the text at paragraph 5 opposite. Where military authorities do request Special Requirements in relation to aircraft or airfields a case MUST be made in writing to Contracts Branch.

SPECIAL REQUIREMENTS IN RELATION TO THE CIVIL AVIATION AUTHORITY

1. In these Special Requirements the following terms shall have the meanings assigned to them:
 - a) 'Authority' means the UK Civil Aviation Authority.
 - b) 'Authority's Representative' means the staff of the UK Civil Aviation Authority or its Authorised Representatives and Agents.
2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of any safety restrictions in relation to equipment and the height of plant (in particular cranes), which may be required by the Authority with the Authority's Representative, who can be contacted at the following point:

Address:

Telephone:

Fax:
3. The Contractor shall note that particular restrictions apply to the use of high mast jib cranes within 3 Kilometres of an active civilian aerodrome or airport and/or in areas known to be used for low flying training. The Contractor is reminded that hazarding an aircraft constitutes an offence in law. Failure by the Contractor to obtain and/or abide by any restrictions requested by the Authority or the Authority's Representative may constitute negligence.
4. The Contractor shall ensure that any restrictions requested by the Authority or the Authority's Representative shall be brought to the attention of and applied by any sub-contractors employed for the purposes of completing the Works.
5. In the case of low flying areas used by military aircraft and/or the presence of military airfields, the Contractor shall seek guidance from the appropriate military authorities.
6. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

GUIDANCE NOTES

These Special Requirements should be included only when applicable.

The full name of the Water or Sewerage Company MUST be inserted at

1(a) BEFORE tenders are invited.

Where more than one Water or Sewerage Company is involved further copies of the Special Requirement should be included for each and every Company with 1(a) completed as appropriate.

Special Requirements are issued centrally by The National Assembly for Wales, consulting the headquarters of the organisation concerned as appropriate. The Requirements are issued nationally and regional variations are NOT permitted. Where particular concerns arise on questions of safety, either regionally or scheme specifically, and amended or additional text appears desirable, a case MUST be made in writing to Contracts Branch.

A contact address for the Company named at 1(a) of the Special Requirement should be inserted before tenders are invited.

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

Address:

Telephone:

Fax:
3. Where such details show that the Works or the movement of plant or equipment may endanger any Mains and Sewers, the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such works or the movement of plant and equipment in order that the position of any Mains and Sewers (to be ascertained by hand dug trial holes) can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Mains and Sewers, are adequately protected from damage to the satisfaction of the Company Representative.
4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of the Company Representative.
5. All excavation adjacent to Mains and Sewers, shall be carried out by hand until the exact extent and/or location of Mains and Sewers is known. Mechanical borers and/or excavators shall not be used within 3.0m of Mains and Sewers without the presence of the Company Representative. To prevent any movement of Mains and Sewers during excavation, complete shuttering shall be used as directed by the Engineer if:
 - a) Excavation is deeper than the depth of cover of adjacent Mains and Sewers.
 - b) Excavation is within 3.0m of Mains and Sewers in stable soil.
 - c) Excavation is within 6.0m of Mains and Sewers in unstable soil.

GUIDANCE NOTES

WITHHDRAWN

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

- i) Pile driving equipment within 15.0m of Mains and Sewers
- ii) Explosives within 200.0m of Mains and Sewers
- iii) Any hot work such as welding and the like within 6.0m of any Mains and Sewers

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

6. Material of any kind whatsoever comprising part of Mains and Sewers manholes shafts thrust blocks or any other construction shall not be cut away without the prior written approval of the Company Representative.

7. Any temporary roads or access routes within 5.0m of Mains and Sewers, shall be provided with a load bearing surface to the satisfaction of the Company Representative.

8. The Contractor or any sub-contractor employed by him shall not stack pile and/or store materials of any kind or erect temporary structures and/or notice boards of any sort within 5.0m of any Mains and Sewers.

9. All Mains and Sewers, especially manholes, shafts and access points and/or chambers within the Site shall be kept clear and unobstructed. A minimum 3.0m access sufficient for heavy vehicles and/or any further plant and equipment required by the Company for the maintenance of its Mains and Sewers, shall be maintained to and around the centre of any Company manholes shafts chambers and or other access points and the Company Representative shall be given access to all Mains and Sewers when required at all reasonable times.

10. The covers to Mains and Sewers, particularly manholes, shafts and access points and/or chambers shall only be lifted under the direct supervision of the Company Representative. Employees of the Contractor or of any sub-contractor employed by the Contractor shall NOT enter any Mains and Sewers manholes shafts access points and/or chambers unless under the supervision of the Company Representative and in any case not before any safety checks required by the Company Representative have been carried out and such checks have shown it to be safe to enter the Mains and Sewers.

11. In the event of any damage whatsoever to Mains and Sewers the Contractor shall immediately inform the Engineer and report the occurrence immediately by contacting the Company Representative.

12. The Contractor and/or any sub-contractor employed by the Contractor shall take all necessary precautions to ensure that any Mains and Sewers are fully protected from any accidental falls or flows of liquids and/or materials, which by themselves or in combination with any existing materials and/or liquids could cause or aggravate pollution create poisonous substances and/or toxic fumes or react with sewer contents to cause toxic substances or fumes and/or could cause harm to persons or property and/or impede any operations of the Company.

13. The Contractor and/or any sub-contractor employed by the Contractor shall not discharge nor cause to be discharged any water or other liquid or tip any condemned or surplus material or waste of any kind whatsoever into Mains and Sewers nor abstract extract and/or draw water from any Mains and Sewers without the written permission of the Company Representative.

14. The Contractor shall particularly note that the Sewer system can be liable to 'surcharge' in certain circumstances and under these conditions is liable to bursting. Stringent safety precautions as directed by the Company Representative shall be applied in such conditions.

GUIDANCE NOTES

WITHDRAWN

EMERGENCY ACTION

15. The following actions shall be taken by the Contractor in the event of a burst to any of the Mains and Sewers:
- a) IMMEDIATELY inform the Company the Engineer and (if required) the Emergency services in that order.
 - b) Secure the area from the approach of traffic and/or the general public.
 - c) Render every assistance to the Emergency Services and/or the Company as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
 - d) With regard to landslope and any apparent flow direction of any leaking sewerage or water, construct if possible and as necessary dams bunds with earth and/or board to prevent flows inundating any adjacent properties ditches streams drains manholes or other such water courses and ducts.
16. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

GUIDANCE NOTES

1. It is not necessary to reproduce the Specification for Highway Works in the tender documents. It is to be incorporated by reference in the Preamble to the Specification as described in the Notes for Guidance on the Specification for Highway Works Series NG000.
2. The Specification for Highway Works Schedule of Pages and Relevant Publication Dates should follow immediately after the Preamble to the Specification. Both should be reproduced unaltered and bound in the Specification with the Numbered Appendices.
3. Standards in the SD Series give implementing and other instructions on the use of the Specification for Highway Works and related documents.

WITHDRAWN

SPECIFICATION

‘Preamble to the Specification.’

‘Specification for Highway Works Schedule of Pages and Relevant Publication Dates.’

WITHHDRAWN

GUIDANCE NOTES

The Bill of Quantities must be prepared in accordance with the Method of Measurement for Highway Works (MMHW) (1991). It should be prefaced by the Preambles to Bill of Quantities reproduced from Chapter III of the MMHW. Where amendments to Chapter IV of the Method of Measurement are required, they should be inserted immediately after the Preambles.

The Method of Measurement for Highway Works Schedule of Pages and Relevant Publication Dates should be reproduced unaltered from Chapter III of the MMHW and bound in the Bill of Quantities with the Preambles.

When selective tendering is not used a provisional item should be provided in the Bill of Quantities for a Bond of Surety.

Value Added Tax: To assist in determining which services are zero-rated or liable to tax at the standard rate, Bills of Quantities must, so far as is practicable, show separately either in a separate Bill or as separate items within a Bill those works which are new construction or improvement and those which are repairs or maintenance.

The quantities for the time related items in the Preliminaries Bill should be left blank where tenderers have the option of offering shorter times for completion other than the maximum period stated in the form of tender (see paragraph 8 of the Instructions for Tendering and associated adjustments in the Appendix to The Form of Tender) and a note inserted:

‘To be inserted by Tenderer’

A formula for each item should be inserted in brackets in the ‘item description’ showing how the tenderer is to calculate the quantity, (on a pro-rata basis) based upon the Engineers estimate of quantities required for the maximum period for completion.

BILL OF QUANTITIES

‘Preambles to Bill of Quantities.’

‘Method of Measurement for Highway Works Schedule of Pages and Relevant Publication Dates.’

WITHHDRAWN

GUIDANCE NOTES

When a range of alternative types of pavement and types of safety fence is included in Series 600: Earthworks, Series 700: Pavements and Series 400: Safety Fences of the Bill of Quantities, Table 2 and Table 3 of Chapter III of the Method of Measurement (Preparation of Bills) should each be inserted as a separate page immediately prior to the respective Bills. Similarly, when a choice of designs for structures is offered to tenderers, Table 4 of Chapter III should be inserted as a separate page immediately preceding the respective Bills.

When tenders are invited for alternative times for completion of the Whole of the Works a General Summary of the Bill of Quantities should be included for each Period of construction.

When more than one General Summary of the Bill of Quantities is included in the tender document, each summary must be appropriately headed to show the type of the construction or the period of completion.

No item for contingencies should be included.

The layout of the General Summary of the Bill of Quantities must include a grand total described as the 'Tender Total'.

WITHHDRAWN

GENERAL SUMMARY OF BILL OF QUANTITIES

WITHDRAWN

GUIDANCE NOTES

The policy regarding the inclusion of a 'Daywork Schedule' on the lines and format opposite is that it should be included whenever a reasonable amount of Daywork has to be provided for in the tender documents.

To a great extent a 'reasonable' amount will depend on the variables inherent in the individual contract concerned. However, The National Assembly for Wales is increasingly concerned that a small but rapidly growing proportion of work which should more correctly be quantified and itemised within the Bills of Quantities is being set against Daywork by some of those who prepare tender documents for its Works.

For the guidance of those preparing tender documents for The National Assembly for Wales Works, the amounts below should be considered the upper limit for Daywork provision in tender documents in relation to the scheme values given:

Estimated Value of limit Contract Work		Percentage of Dayworks
Not exceeding	£50,000	5%
" "	£500,000	2%
" "	£1,000,000	1%
" "	£10,000,000 or greater	½%

Although these figures are fairly strict all relevant factors should be considered before deciding the appropriate level of Daywork required to be included in tender documents. However, The National Assembly for Wales will require a full explanation by way of written justification for any amounts exceeding the percentages given above. and such reasoning may be subject to scrutiny by auditors.

Where a Daywork Schedule is NOT included in a contract document because the amount of work expected to be executed in this way is insignificant in value, any Dayworks should be paid in accordance with the provisions contained in the second half of paragraph 1 of Clause 52(3) of the ICE Conditions of Contract.

DAYWORK SCHEDULE

GENERAL

1. The following terms and conditions shall apply to all work ordered by the Engineer in accordance with Clause 52(3) of the Conditions of Contract to be executed on a Daywork basis.
2. These terms and conditions shall prevail notwithstanding any general or local custom.
3. The term 'Sub-contractors' used in this Daywork Schedule shall include 'Labour Only' Sub-contractors and Specialists.
4. Sub-contractors' Labour, Plant and Materials shall be included on the lists and statements submitted to the Engineer by the Contractor and shall be charged as though they are directly employed, owned or purchased, respectively, by the Contractor in accordance with Sections I, II and III of this Daywork Schedule. No other adjustment or allowance shall be applied in respect of work executed services or goods supplied by Sub-contractors.

SECTION I : LABOUR

Basic Cost of Labour

1. The basic Cost of Labour for workmen shall be calculated as the actual hours worked at the rates of pay specified in Rule I, together with such plus rates of Skill in accordance with Rule V, Section A, B and D, and Conditions in accordance with Rule XIV only, as are specified in the Working Rule Agreement of the Civil Engineering Construction Conciliation Board for Great Britain or the basic rates of pay, plus rates for Skill and Conditions of other appropriate wage fixing body, current at the date the work is executed.
2. Overtime rates in accordance with Rule VII of the Working Rule Agreement of the Civil Engineering Construction Conciliation Board for Great Britain or the overtime rates of other appropriate wage fixing body shall not apply. The cost of non-productive overtime shall be included in the percentage adjustment to the Basic Cost of Labour.

Percentage Adjustment to the Basic Cost of Labour

1. The Percentage Adjustment to the Basic Cost of Labour shall include for statutory charges, and:
 - (i) all other amounts of every kind paid in accordance with the Rules of the appropriate wage fixing body not included in the Basic Cost of Labour;
 - (ii) non-productive overtime and costs associated therewith;
 - (iii) all bonuses, payments and incentives in excess of the Basic Cost of Labour;
 - (iv) National Insurance and Surcharge;
 - (v) Works, Third Party and Employers Liability Insurances;
 - (vi) Annual and Public Holidays with Pay and Benefit Schemes;
 - (vii) Non-Contributory Sick Pay Scheme;
 - (viii) Industrial Training Levy;
 - (ix) Redundancy Payments Contributions;
 - (x) Contracts of Employment Act;
 - (xi) superintendence and supervision;

GUIDANCE NOTES

WITHDRAWN

- (xii) small tools, appliances and plant not provided for in Section II of this Daywork Schedule;
 - (xiii) protective clothing;
 - (xiv) transport to and from the Site provided by the Contractor;
 - (xv) transport within the Site;
 - (xvi) welfare facilities;
 - (xvii) use of sub-contractors;
 - (xviii) establishment charges, overheads and profit.
2. The figure of the Percentage Adjustment to the Basic Cost of Labour shall be inserted and extended by the Tenderer, which figure shall be fixed for the currency of the Contract.

SECTION II : PLANT

Basic Cost of Plant

1. The Basic Cost of Plant shall be charged at the Hire Rates set down in the Table, Section 3 Plant of 'Schedules of Dayworks Carried Out Incidental to Contract Work' issued by the Civil Engineering Contractors Association current at the date the work is executed. The Notices and Conditions set down in Section 3 Plant of the above Schedules of Dayworks shall not apply.
2. The rates obtained in accordance with paragraph 1 above shall;
- (i) apply irrespective of whether plant is owned, hired or leased;
 - (ii) be inclusive of fuel, consumable stores, repairs, maintenance, insurance, establishment charges, overheads and profit;
 - (iii) be exclusive of operative, driver and attendants (chargeable under SECTION 1 : LABOUR of this Daywork Schedule).
3. Only the actual time plant is working on Daywork shall be chargeable.
4. The Period stated in the Table, Section 3 Plant shall be the minimum chargeable.
5. Plant ordered in writing by the Engineer to be made available on the Site for a Daywork operation shall be charged at two-thirds of the rate obtained in accordance with paragraph 1 above for the time the plant is made available but not used, subject to a maximum of 8 hours per working day and 40 hours in a working week.
6. Haulage to and from the Site of plant ordered in writing by the Engineer to be used exclusively for a Daywork operation shall be charged at net invoiced cost. The percentage adjustment to the Basic Cost of Plant shall not be applied to such haulage costs.
7. Rates for mechanical and other special plant not normally classed as small tools and not included in the Table, Section 3 Plant shall be paid for at Hire Rates reasonably related to those obtained in accordance with paragraph 1 above.
8. Non mechanical plant in the Table, Section 3 Plant is indicated by an asterisk (*) following the item number.

GUIDANCE NOTES

WITHHDRAWN

Percentage Adjustment to the Basic Cost of Plant

1. The Percentage Adjustment to the Basic Cost of Plant shall include for:
 - (i) owned, hired or leased plant;
 - (ii) general servicing, overhauls and replacements;
 - (iii) fuel distribution;
 - (iv) transporting to and from the Site (except as stated in paragraph 5);
 - (v) all other charges and costs not recovered in the Basic Cost of Plant;
 - (vi) discounts;
 - (vii) use of sub-contractors.
2. The figure of the Percentage Adjustment to the Basic Cost of Plant shall be inserted and extended by the Tenderer, which figures shall be fixed for the currency of the Contract.

SECTION III : MATERIALS

Basic Cost of Materials

1. The Basic Cost of Materials shall be charged at the net invoiced price of materials delivered to the Site.

Percentage Adjustment to the Basic Cost of Materials

1. The Percentage Adjustment to the Basic Cost of Materials shall include for:
 - (i) ordered and taking delivery;
 - (ii) unloading, storing and protecting;
 - (iii) waste;
 - (iv) discounts;
 - (v) use of sub-contractors;
 - (vi) establishment charges, overheads and profit.

GUIDANCE NOTES

Negative percentages MUST NOT be accepted against the percentage adjustment for either 'Labour' or 'Materials' in the Daywork Schedule

WITHHDRAWN

2. The figure of the Percentage Adjustment to the Basic Cost of Materials shall be inserted and extended by the Tenderer, which figure shall be fixed for the currency of the Contract.

DAYWORK	£
<u>SECTION I : LABOUR</u>	
Allow the Provisional Sum of £X for the Basic Cost of Labour	£
Percentage Adjustment to be added to the Basic Cost of Labour (negative percentages will not be permitted)%(*)
<u>SECTION II : PLANT</u>	
Allow the Provisional Sum of £X for the Basic Cost of Plant	£
Percentage Adjustment to be added/deducted (**) to the Basic Cost of Plant%(*)
<u>SECTION III : MATERIALS</u>	
Allow the Provisional Sum of £X for the Basic Cost of Materials	£
Percentage Adjustment to be added to the Basic Cost of Materials (negative percentages will not be permitted)%(*)
<u>DAYWORK</u>	
TO GENERAL SUMMARY	£

- (*) Percentage to be inserted and extended by the tenderer
- (**) To be deleted as appropriate by the tenderer

GUIDANCE NOTES

The 'Painting Appendix' (formerly pages A1 to A9 inclusive) has now been deleted from the Model Contract Document and has been included in Volume 5 of the Manual of Contract Documents for Highways Works (Contract Documents for Specialist Activities).

WITHDRAWN

PAINTING APPENDIX

WITHDRAWN

4. ENQUIRIES

Enquiries on this MCD should be addressed to

Cynulliad Cenedlaethol Cymru
Adran Y Cyfrarwyddwr Priffyrdd
Park Cathays
Caerdydd
CF10 3NQ

The National Assembly for Wales
Contracts Officer RA1
Transport Directorate
Cathays Park
Cardiff
CF10 3NQ