



Ribble Valley
Borough Council

www.ribblevalley.gov.uk

DOCUMENT 1

CONDITIONS OF CONTRACT, SPECIFICATION AND FORMS OF TENDER

DEWHURST ROAD, LANGHO – SURFACING IMPROVEMENTS

Engineering Section
Council Offices
Church Walk
CLITHEROE
Lancashire
BB7 2RA

Tel: 01200 425111

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INSTRUCTIONS TO PERSONS TENDERING

1. These instructions are issued for the guidance of tenderers and will not form part of the contract. Failure to comply with these instructions may result in the rejection of a tender.
2. Tenderers are advised to examine the drawings, Conditions of Contract, Specification and Bill of Quantities and also to inspect the site of the works. If larger sized drawings are required by the tenderer, then a request should be made to the Engineer who will be able to make these available for collection only. The whole of these documents should be read and their true intent and meaning ascertained before the Bill of Quantities is priced. Any apparent ambiguities, errors or omissions in the tender documents should be notified to the engineer without delay.
3. No unauthorised alteration or addition is to be made to the Form of Tender, drawings, Conditions of Contract, Specification or Bill of Quantities and qualified tenders may be rejected.
4. Should any alterations or additions to the documents as issued to the tenderers be deemed necessary prior to the date for submission of the tenders, these will be issued to all tenderers in the form of supplementary or amendment sheets and tenderers will be required to acknowledge receipt of any such supplementary or amendment sheet.
5. Tenderers should submit offers for the whole of the works only.
6. Tenderers will treat the tender document and all details contained therein as private and confidential.
7. One copy of the Bill of Quantities, fully priced and accompanied by copies of the Conditions of Contract, Specification and any other required particulars including Pre-Construction Phase Plan with required Method Statements, shall be submitted with the completed Form of Tender and Appendix to Ribble Valley Borough Council **no later than 2:00pm on Friday 15 July 2022**.
8. Where examination of a tender reveals errors or discrepancies which would affect the tender total in an otherwise successful tender, the tenderer will be given details of such errors and discrepancies and afforded an opportunity to confirm or withdraw his offer. If the tenderer withdraws his offer, the next tenderer in competitive order will be examined and dealt with in the same way.
9. All quantities in this Bill are provisional and claims will not be considered for any variations in these amounts.

BOROUGH OF RIBBLE VALLEY

FINANCE (NO 2) ACT 1975

CONSTRUCTION INDUSTRY TAX DEDUCTION SCHEME

In connection with the provisions of the above-mentioned Act, the following information is required:

I/We are in possession of a tax exemption certificate

Classified: * I
 * P
 * C

- * I/We are not at present in possession of a relevant tax exemption certificate.
- * I/We understand that the Borough of Ribble Valley has previously been appraised of the current position regarding my/our tax certification.
- * Delete as applicable.

I/We undertake to furnish the Borough of Ribble Valley with the necessary evidence of certification at any time on request.

Signed: [Click here to enter text.](#)

On behalf of: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

SHORT DESCRIPTION OF WORKS

All permanent and temporary works in connection with **Dewhurst Road, Langho – Surfacing Improvements.**

Form of Tender

(NOTE: The Appendix forms part of the Form of Tender)

To: **Ribble Valley Borough Council**

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 said Conditions of Contract.

For the purpose of comparing tenders, our tender total is:

Amount in words: [Click here to enter text.](#)

We undertake to complete and deliver the whole of the permanent works comprised in the contract within the time stated in the Appendix hereto.

If our tender is accepted we will, if required, provide security for the due performance of the contract as stipulated in the Conditions of Contract and the Appendix hereto.

Unless and until a formal agreement 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 or any tender you may receive.

Yours faithfully,

Signature: [Click here to enter text.](#)

Company: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

FORM OF TENDER (APPENDIX)

(NOTE: Relevant clause numbers are shown in brackets)

Appendix – Part 1 (to be completed prior to the invitation to tender)

1. Name of the Employer (Clause 1(1)(a)): The Borough Council of Ribble Valley
Address: Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA
2. Name of the Engineer (Clause 1(1)(c)): Adrian Harper
Address: Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA
3. Defects Correction Period (Clause 1(1)(s)): 52 weeks
4. Parts or Sections of the Works which shall not be sub-contracted without the Engineer's prior written approval (Clause 4(2))
.....
.....
.....
5. Number and type of copies of Drawings to be provided (Clause 6(1)(b)): None, included in Bill (see 6(1)(a))
6. Form of Agreement (Clause 9): Required
If required, Signed/Sealed
7. Performance Bond (Clause 10(1)): Not Required
Amount of Bond (if required) to be: n/a
8. Minimum amount of third party insurance (persons and property) (Clause 23(3): £10,000,000 (each and every occurrence)
9. Works Commencement Date (if known) (Clause 41(1)(a)): TBA
10. Time for Completion (Clause 43)^a
EITHER for the whole of the works: 4 weeks.
OR for sections of the works (Clause 1(1)(u))^b:
Section A weeks
Section B weeks
Section C weeks
Section D weeks
the remainder of the works:..... weeks

11. Liquidated damages for delay (Clause 47)

	per day/week	limit of liability
EITHER for the whole of the works:	_____	_____
OR for Section A (as above):	£ _____	£ _____
Section B (as above):	£ _____	£ _____
Section C (as above):	£ _____	£ _____
Section D (as above):	£ _____	£ _____
the remainder of the works (as above):	£ _____	£ _____

12. Vesting of materials not on site (Clauses 54(1) and 60(1)(c)) (if required by the employer)^d:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

13. Method of Measurement adopted in preparation of Bill of Quantities Clause 57)^e Method of Measurement for Highway Works July 1998

14. Percentage of the value of goods and materials to be included in interim certificates (Clause 60(2)(b)): 80%

15. Minimum amount of interim certificates (Clause 60(3)): £

16. Rate of retention (recommended not to exceed 5%) (Clause 60(5)): 5%

17. Limit of retention (% of Tender Total) (Clause 60(5)) (recommended not to exceed 3%): 3%

18. Bank whose Base Lending Rate is to be used (Clause 60(7)): Barclays Bank PLC

19. Requirement for prior approval by the employer before the engineer can act. DETAILS TO BE GIVEN AND CLAUSE NUMBER STATED (Clause 2(1)(b))^f

.....

.....

.....

20. Name of the Principal Designer (if required in accordance with the Construction (Design and Management) Regulations 2015))

Adrian Harper

Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA

21. Name of the Principal Contractor (in accordance with the Construction (Design and Management) Regulations 2015))

.....

Address

22. The arbitration procedure to be used if (Clause 66C(2)(a))

(a) The Institution of Civil Engineers' Arbitration Procedure 1997^g or

(b) The Construction Industry Model Arbitration Rules^g

If no deletion is made, the Institution of Civil Engineers' Arbitration Procedure 1997 shall be used.

- a If not stated is to be completed by Contractor in Part 2 of the Appendix.
- b To be completed if required, with brief description. Where Sectional completion applies the item for "the Remainder of the Works" must be used to cover the balance of the Works if the Sections described do not in total comprise the whole of the Works.
- c Delete where not required.
- d (If used) Materials to which the Clauses apply must be listed in Part I (Employer's option) or Part 2 (Contractor's option).
- e Insert here any amendment or modification adopted if different from that stated in Clause 57.
- f If there is any requirement that the Engineer has to obtain prior approval from the Employer before he can act full particulars of such requirements must be set out above.
- g Delete one as appropriate.

Appendix – Part 2

(To be completed by Contractor)

1. Insurance policy excesses (Clause 25(2)):
Insurance of the Works (Clause 21(1)): £
Third party (property damage) (Clause 23(1)): £
2. Time for Completion (Clause 43) (if not completed in Part 1 of the Appendix)
EITHER for the whole of the Works: weeks
OR for Sections of the Works (Clause 1(1)(u) (as detailed in Part 1 of the Appendix)
Section A weeks
Section B weeks
Section C weeks
Section D weeks
the Remainder of the Works weeks
3. Vesting of materials not on site (Clauses 54(1) and 60(10)(c) (at the option of the contractor – see^d in Part 1):

1. _____	4. _____
2. _____	5. _____
3. _____	6. _____
4. Percentage(s) for adjustment of PC sums (Clauses 59(2)(c) and 59(5)(c) (with details if required):
.....
.....

FORM OF AGREEMENT

THIS AGREEMENT made the day of 20

BETWEEN

of

in the County of (hereinafter called "the Employer")

and

of

in the County of (hereinafter called "the Contractor")

WHEREAS the Employer is desirous that certain Works should be constructed, namely the Permanent and Temporary Works in connection with **Dewhurst Road, Langho – Surfacing Improvements** and accepted a Tender by the Contractor for the construction and completion of such Works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:
 - (a) the said Tender and the written acceptance thereof;
 - (b) the Drawings;
 - (c) the Conditions of Contract;
 - (d) the Specification;
 - (e) the priced 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 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 the Contract Price at the times and in the manner prescribed by the Contract.

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

SIGNED on behalf of the said Limited/PLC (the Employer)

Signature Signature

Position Position

In the presence of In the presence of

SIGNED on behalf of the said Limited/PLC (the Contractor)

Signature Signature.....

Position Position

In the presence of In the presence of

or

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

..... Limited/PLC (the Employer)

in the presence of

or

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

..... Limited/PLC (the Contractor)

in the presence of

* Delete as appropriate

CONDITIONS OF CONTRACT

The Conditions of Contract shall be the “Infrastructure Conditions of Contract Measurement Version August 2011” based on the ICE Conditions of Contract as approved by the Association for Consultancy and the Civil Engineering Contractors Association.

Modifications to Clauses

Clause 60(9)(b): Line 2 delete “no later than five days after” and insert “by”

Line 3 after “sub-clause (2)” insert “the Contractor’s monthly statement given under sub-clause 60(1) shall be the payment notice or, in the event that no monthly statement was given by the Contractor,”

Clause 60(1): Side Heading. Delete “withhold payment”. Insert “pay less”

Line 2 after “is to” insert “pay less than or”

Line 2 delete “after the final date for payment”

Line 2 delete “of” and replace with “from”

Line 5 after “specifying the “ delete the remainder of the sentence and insert “sum that the Employer considers to be due on the date the notice is served and the basis on which that sum is calculated.”

Clause 71 Heading and side heading – delete “2007” insert “2015”.

Replace Clause 71(1) and (2) with the following:

71(1) In this Clause:

- (a) “the Regulations” means the Construction (Design and Management) Regulations 2015 or any statutory re-enactment or amendment thereof for the time being in force
- (b) “Construction Phase Plan” means the document recording the health and safety arrangements site rules and any specific measures for construction work as described in regulation 2(1) of the Regulations and prepared in accordance with regulation 12 of the Regulations
- (c) “Principal Designer” and “Principal Contractor” mean the persons so described in regulation 2(1) of the Regulations

(2) Where and to the extent that the Regulations apply to the Works and

- (a) the Engineer is appointed as Principal Designer 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.

71(3)(a) and (b) replace the words “CDM Co-ordinator” with the words “Principal Designer”.

Appendix – Part 1

Paragraphs 16 (Target Cost) 19 (Term) and 20 (Measurement and Ground Investigation) – Delete “CDM Co-ordinator” and insert “Principal Designer”

SPECIAL CONDITIONS OF CONTRACT

73. The employer shall be entitled to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation if the contractor shall have offered or given or agreed to give to any person 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 action in relation to the obtaining or execution of the contract or any other contract with the employer or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the employer or if the like act shall have been done by any person employed by the contractor or acting on its behalf (whether with or without the knowledge of the contractor) or if in relation to any contract with the employer the contractor or any person employed by it or acting on its behalf have committed any offence under the Prevention of Corruption Acts 1889–1916, or shall have given any fee or reward, the receipt of which is an offence under subsection (2) of Section 117 of the Local Government Act 1972.
74. The contractor shall keep proper wages books and time sheets showing the wages paid to and time worked by the workpeople in his employ in and about the execution of the contract, and such wages books and time sheets shall be produced whenever required for the inspection of any officer authorised by the employer.
75. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution is current at the date of the tender, all goods and materials used or supplied in the execution of the contract and all workmanship shall be in accordance with that standard.
76. Whenever 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.
77. This contract shall be carried out on a firm price basis and no adjustment shall be made to any amounts payable by the employer to the contractor in accordance with Clause 60 regardless of any variations in the costs of labour, plant or materials during the contract period.
78. The contractor shall treat the contract and everything contained therein as private and confidential. The contractor shall not publish any information, drawing or photograph concerning the works and shall not use the site for the purpose of advertising except with the written consent of the engineer.
79. The contractor shall comply with all appropriate statutes, regulations, codes and agreements (including amendments thereto) relating to health, safety and welfare including, where applicable, The Borough of Ribble Valley, health and safety at work safety policy and codes of practice.
80. If, during the execution of the works, the contractor or his subcontractors discover materials or structures containing asbestos, they shall immediately report the matter to the engineer. The engineer shall issue instructions in regard to the treatment, removal and disposal of the asbestos. Such instruction may require the contractor to permit the removal of the asbestos by a third party. Any such third party, for insurance purposes, shall be a person for whom the employer is responsible and shall not be a subcontractor to the contractor.

If, in the opinion of the engineer, compliance with the provisions of this clause has involved the contractor in direct loss and/or expense for which he would not be reimbursed by a payment made under any other provision of this contract, then the engineer shall ascertain the amount of such loss and/or expense, and this amount shall be added to the contract sum.

LIST OF SUBCONTRACTORS AND THEIR ROLES IN THE PROPOSED SCHEME

SPECIAL REQUIREMENTS IN RELATION TO THE CENTRAL ELECTRICITY GENERATING BOARD AND AREA ELECTRICITY BOARDS

1. In these special requirements the following expressions shall have the meanings assigned to them.
 - 1.1 “Board” means the Central Electricity Generating Board and/or the Area Electricity Board(s) or any successors to these Boards.
 - 1.2 “Board’s engineers” means the District Manager of the Generating Board and/or the Area Board concerned or his nominated representative.
 - 1.3 “Plant or equipment” means any plant equipment or gear machinery apparatus or appliance or any part thereof as defined in the Construction (General Provisions) Regulations 1961 and the Construction (Lifting Operations) Regulations 1961.
2. The work should be carried out to conform with the requirements of the Health and Safety Executive Guidance Note No GS6 “Avoidance of Danger from Overhead Electric Cables” and the National Joint Utilities group document “Recommendations on the Avoidance of Danger from Underground Electricity Cables”.
3.
 - 3.1 Except under such restrictions as the Board’s engineer may impose for the safety of persons and the protection of property a distance of 15 metres shall be maintained at all times between any part of any plant or equipment or anything connected to such plant and equipment (eg the jib of a crane hoist rope load, etc) and any part of the Board’s electric lines where these lines are carried on wood poles. Excavation spoil must not be dumped or accumulated so as to cause infringement of these distances. The permission of the Board’s engineers must be obtained in writing before plant or equipment is operated or work of any kind is carried out within the above distances.
 - 3.2 The contractor shall give at least 14 days’ notice to the Board’s engineers of the dates upon which it is intended to operate plant or equipment or carry out any work for which permission has been given by the Board’s engineers under paragraph 3(i). Such operations or work shall only be carried out in the presence of the Board’s engineers unless notice shall have been obtained in writing from the Board’s engineers that they do not require to be present.
 - 3.3 In the event of the Board requiring work to be executed on the overhead electric lines or supports during the period of the contract, the contractor shall afford all facilities to the Board or its contractors and the contractor shall amend his programme of working to suit any and all requirements of the Board during such period of working.
 - 3.4 The contractor shall consult the Board’s engineers as early as possible and such consultation shall not be less than fourteen days before it is proposed to commence work to ascertain whether any underground electricity cables or apparatus will be affected by the proposed work in which event the contractor shall make all necessary arrangements with the Board’s engineer to safeguard the cables or apparatus.
 - 3.5 Work should not be carried out in the immediate vicinity of the overhead lines during periods of poor visibility. If this is not reasonably practicable, additional precautions must be taken to ensure maintenance of the appropriate safety clearance.
4. The above requirements will not relieve the contractor of any responsibility for taking every precaution to avoid risk to persons or damage to property including compliance with Regulations 44 (2) of the Construction (General Provisions) Regulations 1961.

SPECIAL REQUIREMENTS IN RELATION TO CADENT GAS LTD

GENERAL CONDITIONS AND PRECAUTIONS TO BE TAKEN WHEN CARRYING OUT WORK ADJACENT TO CADENT GAS LTD DISTRIBUTION APPARATUS

These general conditions and precautions apply to the distribution system of Cadent Gas Ltd and are additional to the requirements to be observed when carrying out work adjacent to the high pressure transmission and feedstock pipeline system (where relevant a copy of the latter conditions is attached hereto).

1. On request, Cadent Gas Ltd will give approximate locations of mains according to their records. These records do not normally show the positions of service pipes from the mains to properties nor are they necessarily accurate or complete. No person or company shall be relieved from liability for damage caused by reason of the actual positions and/or depths being different from those shown on the plan. Any special requirements relative to our plant will be indicated. National Grid Gas PLC staff will visit any site at reasonable notice to assist in the location of gas plant and advise any precautions that may be required to obviate any damage.
2. In order to achieve safe working conditions adjacent to any apparatus the following should be observed:
 - 2.1 All gas apparatus should be located by hand digging prior to the use of mechanical excavation.
 - 2.2 During construction work where heavy plant may have to cross the line of a gas main, and the main is not under a carriageway of adequate standard of construction, crossing points should be suitably reinforced with sleepers, steel plates or a specially constructed RC raft as necessary. These crossing points should be clearly indicated and crossing the line of the gas main at other places should be prevented. Cadent Gas Ltd staff will advise on the type of reinforcement necessary.
 - 2.3 No explosives to be used within 32 metres of any Cadent Gas Ltd pipe without prior consultation with Cadent Gas Ltd.
 - 2.4 Where it is proposed to carry out piling within 15 metres of any pipe, Cadent Gas Ltd should be consulted so that affected pipes may be surveyed.
3.
 - 3.1 Where excavation of trenches adjacent to any pipe affects its support, the pipe must be supported to the satisfaction of the Cadent Gas Ltd engineer.
 - 3.2 Where a trench is excavated crossing or parallel to the line of the pipe, the backfill should be adequately compacted to prevent any settlement which could subsequently cause damage to the main. In special cases, it may be necessary to provide permanent support to a pipe which has been exposed over the length of the excavation before backfilling and reinstatement is carried out. There should be no concrete backfill in contact with the pipe.
4. No apparatus should be laid over and along the line of a gas pipe irrespective of clearance. A minimum clearance of 300 millimetres should be allowed between any plant being installed and an existing gas pipe to facilitate repair, whether the adjacent plant be parallel to or crossing the gas pipe. No manhole or chambers shall be built over or round a gas pipe.
5. Where a Cadent Gas Ltd pipe is coated with special wrapping and this is damaged, even to a minor extent, Cadent Gas Ltd must be notified so that repairs can be made. If the damage is of a minor nature and can be repaired by our emergency team, no charge will be made for the repair, provided that the damaged part is not backfilled and access readily given. In the case of any material damage to the pipe itself causing leakage, or weakening of the mechanical strength of the pipe, the necessary remedial work will be charged.

6. If leakage is caused by a contractor or subcontractor and an escape of gas is evident, the following action should be taken at once:
 - 6.1 Remove all personnel from the immediate vicinity of the escape.
 - 6.2 Inform Cadent Gas Ltd at the telephone number given.
 - 6.3 Prevent any approach by the public, prohibit smoking, extinguish all naked flames or other source of ignition for at least 15 metres from the leakage.
 - 6.4 Assist Cadent Gas Ltd personnel, police or fire services as may be requested.

SPECIAL REQUIREMENTS IN RELATION TO OPENREACH LTD

1. Before commencing any work or moving heavy plant or equipment over any portion of the site, the contractor shall confirm details of Openreach Ltd' underground plant within the site with the appropriate telephone number.
2. Where such details show that the contractor's works or the movements of plant or equipment may endanger Openreach Ltd' plant, the contractor must give the telephone manager at least one week's notice of the date on which it is intended to commence such work of movement of plant and equipment in order that the presence of buried plant can be indicated by markers to be supplied by British Telecommunication and placed by the contractor under the supervision of a Openreach Ltd' representative. The contractor shall ensure that Openreach Ltd' plant is protected from damage.
3. In the event of a Openreach Ltd' 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 Openreach Ltd' representative.
4. The above requirements do not relieve the contractor of any of his obligations under the contract.
5. Raising of frames and covers:
 - 5.1 Carriageway – unless expressly stated otherwise in the contract, Openreach Ltd has reserved the right to adjust its own apparatus within the carriageway. It will be the contractor's responsibility to allow for this in his rates and programme accordingly as no claim for delays or additional cost will be entertained against this item.
 - 5.2 Footway – additional specification Clause 517A refers.

SPECIAL REQUIREMENTS IN RELATION TO UNITED UTILITIES, YORKSHIRE WATER AND THE ENVIRONMENT AGENCY (EA)

1. The contractor is required to comply with the provision of the Rivers Prevention of Pollution Acts 1951 and 1961 or the Control of Pollution Act 1974 and any bylaws made thereunder, the Land Drainage Act 1976 and any bylaws made thereunder, and be responsible for obtaining any licences to abstract water for use on the works in accordance with the requirements of the Water Resources Act 1963 and any subsequent enactment.
2. The contractor shall, before carrying out any temporary diversions or temporary works in the main channels of any river, stream, or water course, submit details of such work to the engineer for his approval and the approval of the engineer to the EA before the works are commenced.
3. The contractor shall give seven days' notice of any works authorised by the above approval to the area engineer of the EA.
4. The contractor shall take all precautions during the carrying out of the works so as not to obstruct, impede or interfere with the flow of water in, into or out of the river, stream or watercourse and shall maintain the flow of any river, stream or watercourse at all times.
5. The contractor shall take all necessary precautions to secure the efficient protection of all rivers, streams, waterways, lakes and the like against silting, erosion and pollution which may be likely to contaminate water supplies or to cause injury to fish or plant life.
6. On completion of the works, any damage to the banks or the river channel shall be made good to the satisfaction of the engineer and the engineer of the EA and the banks and the river shall be left in a clean and tidy condition.
7. The contractor will be responsible for making his own arrangements for obtaining mains water for the works and he shall comply with all local conditions regarding the use of water.

All details of the point of extraction receiving apparatus, abstraction methods, draw-off rates and times shall be agreed with and confirmed in writing to the engineer and the EA.

The contractor shall provide constant attendance when water is being drawn off any hydrant.

8. Stand pipes will be loaned by district offices, subject to the payment of a deposit which will be refunded on the safe return of the apparatus on completion of the works.

Hydrants shall be inspected on completion of the works and it will be a condition of these arrangements to withdraw water that the cost of repairing damage to apparatus will be reimbursed by the contractor.

Any charges for water shall be borne by the contractor.

9. The above requirements do not relieve the contractor of any of his obligations under the contract.

SPECIFICATION

1. The Specification referred to in the tender documents shall be the "Specification for Highway Works" 1998 including all following amendments.
2. The Specification shall be modified and extended in accordance with the following:
 - 2.1 A substitute clause, as indicated by the suffix "S", is an amendment of a clause in the Specification for Highway Works and supersedes the whole of the clause.
 - 2.2 An additional clause as indicated by the suffix "A", supplements the clauses of the Specification for Highway Works and has a number subsequent to the last one of the appropriate series of those clauses, relevant to the subject matter covered.
 - 2.3 A cancelled clause, as indicated by the suffix "C", is a clause entirely deleted from the Specification for Highway Works.
 - 2.4 Insofar as any substitute or additional clause may conflict or be inconsistent with any provision of the 1998 edition of the Specification for Highway Works and any supplement, the substitute or additional clause shall always prevail.
 - 2.5 Any reference in the contract to a clause number shall refer to any substituted version of the clause within the contract.
 - 2.6 The British Standards and other references set out in the Specification are included for information only. The editions listed may have been revised and reference to British Standards and other publications in specification clauses shall be deemed to refer to the editions with amendments, current at the date of invitation to tender.
 - 2.7 Any clauses in this Specification which relate to work or materials not required by the works shall be deemed not to apply.
3. 3.1 An index of substitute, additional or cancelled clauses is contained at page 16.

LIST OF SUBSTITUTE, ADDITIONAL OR CANCELLED CLAUSES

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116S (Substitute Clause)

Privately and publicly-owned services

1. The contractor is responsible for making arrangements with the statutory undertakers and public authorities concerned for the phasing into his programme of works of all work which need to be done by them or their contractors concurrently with the works.
2. The contractor shall take any and all measures reasonably required by any public or statutory authority for the support and full protection of its mains, pipes, cables and other apparatus during the progress of the works, and shall construct and provide to the satisfaction of the authority concerned, all works necessary for the prevention of damage or interruption of services. If, in the execution of works, by reason of any subsidence caused by, or any act of neglect or default of, the contractor, any damage to any apparatus or any interruption of, or delay to the provision of, any service is caused, the contractor shall bear and pay the cost reasonably incurred by the authority concerned in making good such damage, and shall make full compensation to the authority for any loss sustained by reason of such interruption or delay.
3. The contractor shall, at all times during the progress of the works, afford facilities to properly accredited agents of any public or statutory authority for access to all or any of their apparatus situated in or under the site, as may be necessary for inspecting, reporting, maintaining, removing, renewing or altering such apparatus in connection with the construction of the Works or for any other purpose whatsoever.
4. The positions of statutory undertakers' mains and services and public authorities drains and sewers on the drawings have been based on information extracted from the records of the various bodies and must be regarded as approximate only. The engineer does not guarantee either the accuracy of the information or that the location of such apparatus is as shown on the drawings, and no warranty must be implied as the position, depth, size or gradient thereof. The contractor must make his own enquiries of the statutory undertakers and public authorities and satisfy himself as to the exact position of such apparatus and the depth, size and gradient thereof.
5. If any privately owned service for water, electricity, drainage, etc passing through the site is affected by the works, then the contractor shall locate it and provide a satisfactory alternative service before cutting the existing service.

122A (Additional Clause)

Existing carriageways to be kept clean and clear

All carriageways within and surrounding the working site which are being used by the contractor's, his subcontractors' or his suppliers' vehicles for the works shall be kept clean and clear of all dirt, mud and rubbish by the contractor. The contractor shall provide, maintain and use as necessary, suitable equipment, including mechanical road sweepers, throughout the course of the works. The engineer shall have the right to stop the works if it is considered that dirt, mud or anything deposited by the contractor or those working for him or his suppliers creates a hazard to traffic. In this respect, the attention of the contractor is drawn to the need to avoid fouling road surfaces by spillage of oil or fuel at any time during the course of his works and, in particular, when refuelling equipment.

123A (Additional Clause)

Interference with land interests

The contractor shall confine his constructional operations within the site, or such other areas of land as may be negotiated and shall instruct his employees and subcontractors not to trespass.

124A (Additional Clause)

Interference with access to properties

Before interfering with existing accesses to any property, the contractor shall provide satisfactory alternative arrangements. The contractor shall notify the engineer and the relevant occupiers in writing 14 days in advance of any such interference.

125A (Additional Clause)

Procedure for complaints and claims for damages

1. Details of all claims or notices of intended claims which the contractor may receive in respect of matters against which he is required by the contract to indemnify the employer shall be notified without delay to the engineer, who shall, likewise, pass the contractor any such claims or notices which may be submitted directly to the engineer or employer.
2. A similar exchange of information shall also be made in respect of all complaints which may be received.
3. The contractor shall notify the engineer in writing immediately following any damage or injury arising out of the execution of the works.

126A (Additional Clause)

Protection against damage

1. The contractor shall take all necessary precautions to avoid causing any damage to roads, lands, properties, trees and other features, and during the currency of the contract, shall deal promptly with any complaints by owners or occupiers.
2. Where any portion of the works is close to, across, or under any existing apparatus of public utilities or other authorities, bodies or parties, the contractor shall temporarily support and work round, under or adjacent to all apparatus in a manner designed to avoid damage, leakage or danger and to ensure uninterrupted operation.
3. Should any leakage or damage be discovered, the contractor shall at once notify the engineer and the statutory authority or owner concerned and the contractor shall afford every facility for the repair or replacement of the apparatus affected.

127A (Additional Clause)

Tidiness of site

The contractor shall be responsible for the proper upkeep and maintenance of the site and works and all materials and equipment shall be positioned, stored and stacked in an orderly and safe manner.

515A (Additional Clause)

Resetting or replacing manhole frames on public sewers

To be read in conjunction with Drawing No 1.

1. General

1.1 Prior to the removal of the frame:

(a) *Where the sewer is fast flowing*

The sewer must be protected from debris by placing timber across the benching and then by covering this with plastic. If this is not practical, it must be reported to the Main Drainage section prior to commencement of work.

On completion of the work, the protection must be carefully removed, allowing no debris to pass to sewer.

(b) *Where the sewer is slow running or dry*

Work may proceed without the above protection but the channel and adjacent pipework must be cleaned out immediately after the work has been completed.

1.2 The frame, along with any unstable brickwork (maximum three courses), must be removed. If the brickwork below this level is in a poor condition, report to the engineer for further instructions.

1.3 Replace the necessary brickwork 225mm thick with the top course laid as headers.

1.4 Place the necessary packing (maximum thickness 40mm) and bed the frame onto Class M1 mortar and then back up the frame with granolithic concrete leaving the top of the haunch 50mm below the finished road surface.

The whole of the frame shall rest on packing mortar or concrete. Voids and spaces must not be left unfilled.

1.5 Lay the bitmac as temporary reinstatement.

2. Additional Requirements for Work in Highways

2.1 The work must be signed in accordance with Clause 117 of this Specification.

2.2 Where the manhole is in the carriageway, a quick setting mortar and bedding compound will be used so that the road can be reopened as soon as possible.

3. Materials

Brickwork: Class B engineering bricks.

Manhole cover and frame: Ductile iron MA60, 600mm square clear opening.

Mortar: Monoset or GP Fastset.

Granolithic concrete: To requirements of CP 204: Part 2.

Packing: Pieces of sound stone or slate (min size 300mm x 150mm).

Quick setting compounds: Manufactured by Ranacrete, Ilford, Essex, or similar approved.

Bitmac: 10mm nominal size dense bitmac wearing course BS 4987.

4. Fixing Tolerances

The cover must be set between 0 to +6mm.

516A (Additional Clause)

Resetting or replacing gully grates and frames

Materials – as for Clause 515A.

To be read in conjunction with Drawing No SD5.

517A (Additional Clause)

Relevelling of Telecom frames and covers in carriageway using resin edging bedding and resin mortar

1. General

This Specification describes the method that shall be employed by local authorities whenever that authority raises or lowers the level of, or otherwise has cause to replace, British Telecom carriageway frames and covers to conform to the road surface level. The work shall be carried out using quick setting materials in order to allow completion of the operation and reopening to traffic within a working day. These materials (see paragraphs 2, 3 and 4) will be supplied by British Telecom.

2. Materials

2.1 Resin bedding

Description

A three component polyester resin compound comprising a translucent liquid, a white powder hardener and a filler. The complete pack is readily divisible into two half packs for ease of mixing which should be carried out using a clean dry polyethylene bucket and a clean dry stick.

Half pack mixing

Pour the resin from one oblong can into the bucket and gradually add the white powder hardener from one of the small plastic bags whilst stirring continuously with the stick until free from lumps. Add and mix the filler from one of the larger plastic bags in a similar manner until a uniform consistency is achieved.

2.2 Resin Mortar

Description

A three component polyester resin compound comprising a translucent liquid, a white powder hardener and a sand filler. The complete pack is readily divisible into two half packs for ease of mixing which should be carried out using a polyethylene bucket, a stick, a mixing board and a trowel or shovel, all of which shall be clean and dry.

Half pack mixing

Empty the sand from one of the larger plastic bags onto the mixing board. Pour the resin from one oblong can into the bucket and gradually add the white powder hardener from one of the small plastic bags whilst stirring continuously with the stick until free from lumps. Add the liquid to the sand and thoroughly mix with the trowel or shovel.

NOTE: Once the hardener has been added, both materials have a working life of approximately twenty minutes and the initial set will occur after approximately thirty minutes.

2.3 Quantity of materials required

Single rectangular cover installation – TWO packs of resin bedding.

Two rectangular or four triangular cover installation – THREE packs of resin bedding.

The quantity of resin mortar will vary according to the amount of raising required.

3. Safety precautions

When mixing and/or using resin bedding or resin mortar, the following precautions should be observed:

- 3.1 Barrier cream should be applied to the hands and forearms if exposed, before handling the materials.
- 3.2 Disposable gloves should be worn.
- 3.3 Mixing should be carried out in a well-ventilated place but shielded against any wind.
- 3.4 Eyeshields should be worn during the mixing stage to protect the eyes against the white powder hardener which contains a small proportion of peroxide.
- 3.5 An ori-nasal type respirator fitted with a dust and organic vapour filter should be worn.
- 3.6 After use, all soiled containers, waste and gloves should be disposed of in a refuse bin.

NOTE: All tools should be cleaned immediately after use. Any resin remaining in the bucket should be allowed to solidify when it can be removed easily and safely by flexing the bucket.

4. Method of relevening

NOTE: When British Telecom covers are lifted, removed or replaced, it is important that the correct keys are employed to avoid damage and accidents. The appropriate keys will be loaned by the British Telecom upon request.

- 4.1 Raise one end (rectangular) or corner (triangular) of the cover and hold open by supporting it on a suitable block of wood. Test for gas in the chamber. **Should the test indicate the presence of gas, replace the cover and immediately use the Freefone 111 services.** If the chamber is free from gas, lift out the cover(s) and removable grid(s) when fitted, then proceed as follows:
- 4.2 Excavate an area approximately 150mm wide around the frame and to the depth of the frame taking care not to damage the frame or walls of the chamber.
- 4.3 Remove the frame. If of the rectangular type and in the opinion of the British Telecom representative to be damaged or any other way unsuitable for reuse, the frame and cover shall be replaced with an appropriate triangular type supplied by the British Telecom.
- 4.4 Cut back the jointing chamber walls or shaft to a sound and reasonably level surface approximately 165mm below the carriageway surface. Where it is necessary to exceed

this dimension, build up the walls or shaft to this level using bricks or quarry tiles bonded with resin mortar as shown on the attached plan.

- 4.5 Remove any old material from the underside of the frame and cut off any levelling screws flush with the underside of the frame.
- 4.6 Remove all foreign matter from the top of the chamber walls or shaft and, if wet, wipe off all surface water with a clean cotton rag.
- 4.7 Locate the frame square with the chamber walls or shaft and, by supporting it under the corners with pieces of broken tile or other suitable material, raise the frame until it is level with the carriageway surface.
- 4.8 Clean the cover and frame seatings, carefully replace the cover(s) and check for rocking. If necessary, adjust to eliminate any rock by providing similar supports under the long sides of the frame, particularly under any frame joints.
- 4.9 Remove the covers taking care not to disturb the frame.
- 4.10 On the inside of the chamber, face off the gap under the frame and any voids between the bricks or quarry tiles with resin mortar. **DO NOT FORCE THE MORTAR UNDER THE FRAME** – the purpose of the facing is to provide an inside shutter to contain the resin bedding.
- 4.11 Allow the mortar to develop initial set, which is indicated when it feels firm against finger pressure, then mix the resin bedding and pour it around the frame until the bedding just lips over the lower flange.
- 4.12 Check that the covers do not rock and/or foul the jointing chamber walls or removable grids. If either occurs take whatever corrective action is necessary and ensure that the cover and the frame seatings are free of dirt or spilt resin.

5. Reinstatement

The sides of the excavation and frame shall be primed with bitumen emulsion and the space around the frame reinstated in accordance with the engineer's department.