



Environment, Roads & Facilities

Flood Risk & Infrastructure

NoWCIPP – Old Colwyn Coastal Defence & Active Travel Improvements – Phase 3

Volume 2: Tender Information

January 2026

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Head of Environment, Roads & Facilities,

Coed Pella

Conway Road

Colwyn Bay,

LL28 5AB.

LIST OF DOCUMENTS WITH INVITATION TO TENDER

The following is a list of documents included with this invitation:

VOLUME 1: INSTRUCTIONS FOR TENDERING & GUIDANCE NOTES

- (a) Instructions for Tendering**
- (b) Guidance to Tenderers**
- (c) Quality / Financial Tender Assessment**

VOLUME 2: TENDER INFORMATION

- (a) Form of Tender**
- (b) Contract Data Part One (Data provided by the Client)**
 - Annex A Schedule of Amendments to the Contractual Agreements
 - Annex B Special Requirements
 - Annex C Pre-Construction Information
- (c) Contract Data Part Two (Data provided by the Contractor)**
 - Annex D Illustrative Activity Schedule
- (d) Miscellaneous Information**
 - Annex E Non-Collusion Certificate
 - Annex F Form of Agreement
 - Annex G Tax Certificate Information
 - Annex H Notification of Intention to use Sub-Contractors
 - Annex I Parent Company Guarantee
 - Annex J Collateral Warranties
 - Annex K Risk Register

VOLUME 3: BRIEF

- (a) Brief, including:**
 - (i) General Requirements
 - (ii) Specification
 - (iii) Drawings
 - (iv) Consents
 - (v) Outline Site Waste Management Plan (OSWMP)
 - (vi) Project Environmental Management Plan (PEMP)

VOLUME 4: SITE INFORMATION

- (a) Site Information, including:**
 - (i) Statutory Undertakers Searches
 - (ii) Prom Topographical Survey (2008) – Survey Ops
 - (iii) Ground Investigation Information (2010)
 - (iv) Ground Investigation Information (2019)

- (v) Ground Investigation Desk Study (2020)
- (vi) Ground Investigation Factual Report (2021)
- (vii) Ground Investigation Interpretative Report (2021)
- (viii) Ground Penetrating Radar Survey (2020)
- (ix) Drainage Surveys (2020)
- (x) PAS Survey (2020)
- (xi) Promenade Geophysical survey (2010)
- (xii) Beach Surveys 2015
- (xiii) Beach Surveys 2021-2024
- (xiv) Seawall Inspections (2010)
- (xv) Topographical beach surveys (2019)
- (xvi) Historic Drawings
- (xvii) Previous Phase 1&2 Drawings
- (xviii) Previous Phase 1&2 Topographical Survey

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Issue and Revision Record

Document Title	NoWCIPP – Old Colwyn Coast Defence & Active Travel Improvements – Phase 3
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Status	Final
Filename	Tender Volume 2 – Tender Information

Revision	Notes	Date
1	Tender Issue	26-01-2026

	Signature	Name	Date
Prepared by		O. Edwards	26-01-2026
Checked by		B. Poulton	26-01-2026
Approved by		O. Conry	26-01-2026

1 Form of Tender

TO: Conwy County Borough Council

1. We have examined NEC 4 Engineering and Construction Contract, and the following documents:-

- a) Instructions for Tendering and Guidance Notes
- b) Form of Agreement
- c) Conditions of Contract

TENDER: VOLUME 2

- d) Contract Data Form Part 1 – Data Provided by the Client
- e) Contract Data Form Part 1 – Annex A Schedule of Amendments to the Contract Agreement
- f) Contract Data Form Part 1 – Annex B Special Requirements
- g) Contract Data Form Part 1 – Annex C Pre-Construction Information
- h) Contract Data Form Part 2 – Data Provided by the Contractor
- i) Other documents as referred to within Miscellaneous Information: Annexes D, E, F, G, H, I, J, K.

TENDER: VOLUME 3

- j) Scope: including General Requirements, Specification and Tender Drawings.

TENDER: VOLUME 4

- l) Site Information: including Beach Level Surveys, Topographical Survey, Geo-technical Survey and any other relevant survey information.

2. We enclose the following documents all of which shall be deemed to form part of our Tender and include that information requested within the Tender package.

- a) Safety
- b) Quality
- c) Financial

FORM OF TENDER (CONT'D)

3. We have obeyed the rules about confidentiality of tenders and will continue to do so as long as they apply.
4. In accordance with the Terms and Conditions contained and referred to in the documents listed in Clause 1 above, we offer to execute the works referred to in the said documents in consideration of payment by Conwy County Borough Council of the Prices shown in our accompanying Form of Tender, which shall be deemed to form part of our tender, or such other sum, rates or prices as are provided for under the Contract plus reimbursement by Conwy County Borough Council of Value Added Tax.
5. Our ultimate holding company (if any) who will provide a Parent Company Guarantee in the form provided in Annex J is.....Limited / PLC, (No.....) whose registered office is at: -

.....

.....

.....

.....
6. We agree that any terms or conditions of business published or issued by us or any terms or conditions of contract or general reservations which may be printed on any correspondence or documents emanating from us shall not be applicable to any contract resulting from this tender.
7. We confirm that we will comply with all site environmental initiatives and rules and regulations in force and achieve the objectives and targets which relate to them.
8. We confirm we are aware of all our health and safety obligations and confirm we will comply with them in all respects and have included for the costs of such compliance in our tendered price.
9. We confirm that this tender remains open for acceptance for 90 days after the due date for return of tenders.
10. We confirm that we have visited the Site for the purpose of submitting this tender.
11. We confirm that we have satisfied ourselves as to the relevant agreements which are applicable to the various elements of the works and that we have priced our tender on the basis of compliance with those agreements.
12. We agree that, should obvious errors in pricing or errors in arithmetic be discovered in our offer or during consideration of our offer, we will be afforded the opportunity of confirming or withdrawing our offer.

FORM OF TENDER (CONT'D)

13. We confirm that any contract resulting from this tender will not prejudice the discharge of our obligations under any other contract with Conwy County Borough Council.
14. The contract shall be considered as a contract made in England and subject to English Law and subject to the jurisdiction of the English Courts.
15. We confirm our undertaking to safeguard and keep confidential all information provided by Conwy County Borough Council.
16. We agree that differences or questions arising out of or relating to the contract shall be resolved in accordance with the Form of Agreement and Contract Terms, Clause W2 – Dispute Resolution Rules.
17. Our Insurance Policy details are as follows:

Professional Indemnity Insurers:.....
Policy Number:.....
Renewal Date:.....

Public Liability Insurers:.....
Policy Number:.....
Renewal Date:.....

Client's Liability Insurers:.....
Policy Number:.....
Renewal Date:.....

TENDER PRICE FORM

Tender No: EP0802 / 8.75

To be returned by 16:00 on: 05th March 2026

Nature of Works: **Old Colwyn Coast Defence & Active Travel Improvements – Phase 3**

Site: **Old Colwyn Promenade, North Wales, UK**

The Price referred to in our accompanying Tender is pounds

.....(£.....)

This price and all of the rates and prices inserted in our Activity Schedule are firm (i.e. they are not subject to any variation of price conditions). The breakdown of this price is as follows:

NEC ECC OPTION A – WITH ACTIVITY SCHEDULE

The Tenderer shall include further Activities, as necessary, that he deems are required in order to provide the works.

Signed

In the Capacity of

(state official position eg Manager, Director)

Duly authorised to sign tenders for and on behalf of:

.....

Date :

Postal Address:

.....

2 -Contract Data Part One

PART ONE – DATA PROVIDED BY THE *CLIENT*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2023)

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X4, X7, X14, X15, X16, X18 & Y(UK)2

The *works* are

Old Colwyn Coastal Defence & Active Travel Improvements – Phase 3

The *Client* is

Name

Conwy County Borough Council

Address for communications

Coed Pella
Conway Road
Colwyn Bay
LL29 7AZ

Address for electronic communications

erf@conwy.gov.uk

The *Project Manager* is

Name

To be nominated on award of contract

Address for communications

Coed Pella
Conway Road
Colwyn Bay
LL29 7AZ

Address for electronic communications

erf@conwy.gov.uk

The *Supervisor* is

Name

To be nominated on award of contract

Address for communications

Coed Pella
Conway Road
Colwyn Bay
LL29 7AZ

Address for electronic communications

erf@conwy.gov.uk

The Scope is in

The Site Information is in

The *boundaries of the site* are

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

• The *period for reply* for is

• The *period for reply* for is

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than

2 The Contractor's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

3 Time

The *starting date* is

27/03/2026

The *access dates* are

part of the Site

date

(1) All other areas within the site boundary

7th September 2026

(2)

(3)

The *Contractor* submits revised programmes at intervals no longer than

Monthly or as requested by the Project Manger

If the *Client* has decided the *completion date* for the whole of the *works*

The *completion date* for the whole of the *works* is

17th December 2027

Taking over the *works* before the Completion Date

The *Client* **is not** willing to take over the *works* before the Completion Date (Delete as applicable)

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is

2 weeks after Contract Award

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

2 weeks

The period between Completion of the whole of the *works* and the *defects date* is

52 weeks

The *defect correction period* is

4 weeks

except that

• The *defect correction period* for

Urgent works assessed by the Project Manger

is

24 hours

• The *defect correction period* for

is

5 Payment

The *currency of the contract* is the

The *assessment interval* is

The *interest rate* is % per annum (not less than 2) above the

rate of the bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

6 Compensation events

The requirement for the recording of weather is deleted.

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is %

If there are additional compensation events

These are additional compensation events

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's* liabilities

- (1)
- (2)
- (3)

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

If the *Client* is to provide
Plant and Materials

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

If the *Client* is to provide
any of the insurances
stated in the Insurance
Table

The *Client* provides these insurances from the Insurance Table

- (1) Insurance against
- Minimum amount of cover is
- The deductibles are
- (2) Insurance against
- Minimum amount of cover is
- The deductibles are
- (3) Insurance against
- Minimum amount of cover is
- The deductibles are

If additional insurances are
to be provided

The *Client* provides these additional insurances

- (1) Insurance against
- Minimum amount of cover is
- The deductibles are
- (2) Insurance against
- Minimum amount of cover is
- The deductibles are

(3) Insurance against	N/A
Minimum amount of cover is	
The deductibles are	
The <i>Contractor</i> provides these additional insurances	
(1) Insurance against	
Minimum amount of cover is	
The deductibles are	

Resolving and avoiding disputes

	The <i>tribunal</i> is	Arbitration
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	The latest version of the Institution of Civil Engineers Arbitration Procedures or any amendment or modification to it in force when the arbitrator is appointed
	The place where arbitration is to be held is	To be agreed by both parties
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is	
	The President of the Chartered Institute of Civil Engineers	
If Option W1 or W2 is used	The <i>Senior Representatives</i> of the <i>Client</i> are	
	Name (1)	Geraint Edwards
	Address for communications	Coed Pella Conway Road Colwyn Bay LL29 7AZ
	Address for electronic communications	erf@conwy.gov.uk

The *Adjudicator* is

Name

TBC

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

The President of the Chartered Institute
of Civil Engineers

X1: Price adjustment for inflation

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.	N/A	linked to the index for	
0.			
0.			
0.			
0.			
0.			
0.		non-adjustable	
1.00			

The *base date* for indices is

These indices are

X3: Multiple currencies

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
N/A		

The *exchange rates* are those published in

on (date)

X5: Sectional Completion

If Option X5 is used The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	N/A	
(2)		
(3)		
(4)		

X6: Bonus for early Completion

If Option X6 is used without Option X5 The bonus for the whole of the *works* is per day

If Option X6 is used with Option X5 The bonus for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	N/A	
(2)		
(3)		
(4)		
The bonus for the remainder of the <i>works</i> is		

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *works* are £1364.50 per day

If Option X7 is used with Option X5 Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)		
(2)		
(3)		
(4)		
The delay damages for the remainder of the <i>works</i> are		

X8: Undertakings to the *Client* or Others

If Option X8 is used

The *undertakings*

to *Others* are

provided to

The *Subcontractor undertaking to Others* are

works

provided to

The *Subcontractor undertaking to the Client* are

works

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

X12: Multiparty collaboration (not used with Option X20)

If Option X12 is used

The *Promoter* is

The Schedule of Partners is in

The *Promoter's objective* is

The Partnering Information is in

X13: Performance bond

If Option X13 is used	The amount of the performance bond is	
-----------------------	---------------------------------------	--

X14: Advanced payment to the *Contractor*

If Option X14 is used	The amount of the advanced payment is	£2,600,000 (£2.6million)
-----------------------	---------------------------------------	-----------------------------

The period after the Contract Date from which the <i>Contractor</i> repays the instalments in assessments is	8 weeks
--	---------

The instalments are (either an amount or a percentage of the payment otherwise due)	£600,000
--	----------

Advanced payment bond	An advanced payment bond is required (Delete as applicable)
-----------------------	--

X15: The Contractor's design

If Option X15 is used	The <i>period for retention</i> following Completion of the whole of the <i>works</i> or earlier termination is	52 weeks
	The minimum amount of insurance cover for claims made against the <i>Contractor</i> arising out of its failure to use the skill and care normally used by professionals designing works similar to the <i>works</i> is, in respect of each claim	£10m
	The period following Completion of the whole of the <i>works</i> or earlier termination for which the <i>Contractor</i> maintains insurance for claims made against it arising out of its failure to use the skill and care is	12 years

X16: Retention

If Option X16 is used	The <i>retention free</i> amount is	£0 (£nil)
	The <i>retention percentage</i> is	5 %

Retention bond The *Contractor* **may not** give the *Client* a retention bond (Delete as applicable)

X17: Low performance damages

If Option X17 is used	The amounts for low performance damages are	
	amount	performance level
	<input type="text"/>	for <input type="text"/>
	<input type="text"/>	for <input type="text"/>
	<input type="text"/>	for <input type="text"/>

X18: Limitation of liability

If Option X18 is used	The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	50%
	For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£2m
	The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	£10m
	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	The total sum of the prices
	The <i>end of liability date</i> is	12 years after the Completion of the whole of the <i>works</i>

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of months

X29: Climate change

If Option X29 is used The *performance table* is in

If no *climate change plan* is identified in part two of the Contract Data The period after the Contract Date within which the *Contractor* is to submit a first climate change plan for acceptance is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used The *Contractor* is/is not to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

The *account holder* is the *Contractor/the Parties* (Delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due The period for payment is days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used	term	beneficiary
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	The provisions of Options Y(UK)1	Named Suppliers

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

See below

Z1 Assignment

Z2 Documents and Information

Z3 Data Protection Act

Z4 Corrupt Practices

Z5 Environmental Protection Act 1990

Z6 Contractor Collateral Warranties

Z7 Intellectual Property Rights

Z8 Hourly Rates

Z9 Welsh Language Scheme

Z16 Fair Payment

3 Annex A – Schedule of Amendments to the Contract Agreement

1	GENERAL
16.1	Add additional bullet point: <ul style="list-style-type: none">• change the Accepted Programme.
2	THE CONTRACTOR'S MAIN RESPONSIBILITIES
26.3	Insert the following new bullet points at the beginning of the second list: <ul style="list-style-type: none">• "the proposed conditions of contract are not NEC conditions of subcontract;• The proposed subcontract conditions do not comply with the requirements of the Brief;
27	Add additional clauses to 27 as follows:
27.5	"The <i>Contractor</i> is deemed to have inspected and examined the Site and its surroundings, the form and nature of the Site, the extent, nature and difficulty of the work and materials necessary for the completion of the <i>works</i> , the means of communication with and restrictions of access to the Site, the accommodation he requires and in general has obtained for himself all necessary information as to risks, contingencies and all other circumstances influencing or affecting the <i>works</i> . The <i>Contractor</i> is not entitled to an extension to the Completion Date or to any additional payment on grounds of any misunderstanding or misinterpretation of any such matter and nor is such misunderstanding or misinterpretation a compensation event pursuant to clause 60.1, nor is the <i>Contractor</i> be released from any of the risks accepted or obligations undertaken by him under the contract on the ground that he did not or could not have reasonably foreseen any matter which might affect or have affected the execution of the works."
5	PAYMENT
50.1	In line one at the end of the first sentence and before the full stop insert: <p>"provided that the <i>Project Manager</i> has received an application for payment in respect of the relevant assessment from the <i>Contractor</i> which complies with this contract on or before the assessment date."</p>
6	COMPENSATION EVENTS
60.1(13)	Delete and insert "Not Used"
63.12	Insert the following after the word ' <i>Client</i> ' <p>"other than a deletion from the Scope"</p>
8	RISKS AND INSURANCE
85.5	Add a new clause 85.5 as follows: <p>"The <i>Client</i> and the <i>Contractor</i> notify the other in writing of any claims which they receive in respect of any injury, loss or damage referred to in clauses 84 and 85. Notification by the <i>Contractor</i> is given to the <i>Project Manager</i> immediately."</p>
	DISPUTE RESOLUTION
W2.2(1)	Delete

SECONDARY OPTION CLAUSES

X18 **LIMITATION ON LIABILITY**

X18.4 At the end of the first bullet point add "or the loss or damage property of others for which the *Client* is liable"

In the second bullet point delete "and"

At the end add the following bullet points

- for delay damages pursuant to clause 25.1;
- arising as a consequence of the *Contractor* abandoning the *works* or otherwise deliberately committing a repudiatory breach of this *contract*;
- in respect of a risk which the *Contractor* is obliged to take out and maintain insurance pursuant to clause 84.1 and/or any liability which the *Contractor* may have for breach of its obligations under clause 84.1;
- arising from any breach of confidentiality
- in respect of death or personal injury
- in relation to any other matter in respect of which liability cannot by applicable law be limited."

Y(UK)2 **The Housing Grants, Construction and Regeneration Act 1996.**

Y(UK)2.4 Delete.

OPTION Z: ADDITIONAL CONDITIONS OF CONTRACT

Z1 Assignment

- Z1.1 The *Client* may assign the whole or any part of the contract or any benefit or interest in or under the contract without the prior written consent of the *Contractor* provided that the *Client* notifies the *Contractor* of its intention to so assign at least 30 days before the assignment takes effect.
- Z1.2 The *Contractor* does not assign the whole or any part of the contract or any benefit or interest in or under the contract without the prior written consent of the *Client*.

Z2 Documents and Information

- Z2.1 The *Contractor* shares information and know-how relating to the design of the works with the *Client* and with third parties as directed by the *Client*.
- Z2.2 At the request of the *Client*, the *Contractor* provides to the *Client* any documents and other materials in any form and any other articles (including copies) in his possession or control bearing or embodying any Intellectual Property owned by or licensed to the *Client* subject to any pre-existing rights of third parties and the *Client*.
- Z2.3 On expiry or earlier termination of this contract, the *Contractor* preserves and delivers-up to the *Client* all documents and other articles (including copies) in his possession or control bearing or embodying any Intellectual Property owned by or licensed to the *Client* subject to any pre-existing rights of third parties and the *Client*.

Z3 Data Protection Act

- Z3.1 The *Contractor* complies (and procures that any of its employees involved in the provision of this Agreement) with any notification requirements under the Data Protection Act 1998 ("DPA") and both Parties duly observe all their obligations under the DPA, which arise in connection with this contract.

Z4 Corrupt Practices

- Z4.1 The *Contractor* has warranted that he has not committed any Prohibited Act and he does not do any of the Prohibited Acts.
- Z4.2 The *Contractor* does not:
- offer to give to any person in the service of the *Client* any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the *Client* or for showing favour or disfavour to any person in relation to this contract or any other contract with the *Client*, or
 - enter into this contract or any other contract with the *Client* if, in connection with this contract or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge
- in accordance with the terms of the Bribery Act 2010

Z5 Environmental Protection Act 1990

The *Contractor* acknowledges that it is fully responsible for the disposal of all waste material produced as a result of the *works* and the *Contractor* undertakes to treat, store, classify, transport and finally dispose of all such waste in accordance with all legal requirements and associated codes of practice and guidance.

Z6 Contractor Collateral Warranties

- Z6.1 Within seven days of a request by the *Client* the *Contractor* promptly delivers to the *Client* a deed or deeds of warranty duly executed and delivered as a deed in favour of any Beneficiary or Beneficiaries identified in the request in the relevant form attached at Annex J Collateral Warranties
- Z6.2 If the *Contractor* fails to execute and deliver any such deed pursuant to Clause Z6.1 above within seven days of the *Client's* request, the *Client* may deduct an amount equal to

10% from all payments due under this contract to the *Contractor* until such deed is provided.

Z7 Intellectual Property Rights

Z7.1 The *Contractor* assigns to the *Client* all present and future intellectual property rights in any material created by or on behalf of the *Contractor* in Providing the Works.

Z8. Hourly Rates

Z8.1 The hourly rates inserted in Contract Data Part Two shall be fully inclusive to be applied to productive working hours. They shall include for:

- (a) bonuses and incentives
- (b) non-productive overtime and shift allowances
- (c) working in special circumstances
- (d) special allowances
- (e) absence due to sickness and holiday
- (f) inclement weather allowance
- (g) severance related to work on this contract
- (h) travelling to and from the Working Areas
- (i) subsistence, lodging and periodic leave
- (j) relocation
- (k) medical examinations
- (l) passports and visas
- (m) travel insurance
- (n) items (h) to (m) for spouse or dependants
- (o) protective clothing
- (p) meeting the requirements of the law
- (q) superannuation and life assurance
- (r) death benefit
- (s) occupational accident benefits
- (t) medical aid
- (u) CITB levy
- (v) payroll burden
- (w) wages

Z9 Welsh Language Scheme

Z9.1 The *Contractor* should implement and adhere to the terms of the Welsh Language Scheme, monitor its operation and report to the Welsh Government (at its request) thereon: and impose a contractual obligation on each of its sub-contractors in terms substantially similar to those set out above (mutatis mutandis) and monitor compliance with and take all reasonable steps to enforce the same.

4 Annex B – Special Requirements

1 EMPLOYMENT LAW

The following special conditions form part of the Conditions of Contract.

- (a) The Contractor shall not unlawfully discriminate within the meaning of the Equality Act 2010 or any comparable statutory provision relating to discrimination in employment, and shall ensure that all employees, agents and sub-contractors do not unlawfully discriminate. The Contractor shall also comply with all relevant codes of practice issued by the Commission for Racial Equality or comparable body and, so far as practicable, operate an equal opportunities policy which complies with the practical guidance and recommendations contained in such codes of practice.
- (b) Where it is considered appropriate under the Contract, the Contractor shall perform DBS Criminal Record Checks on relevant employees, agents and sub-contractors.
- (c) The Contractor shall assist the *Client* in meeting the *Client's* legal obligations under the Freedom of Information Act, including the need for the Contractor to respond to queries within set time limits (to be specified by the *Client's* Data Protection / Freedom of Information Unit Code of Practice).
- (d) The Contractor shall comply with the provisions of the Human Rights Act 1998 and the Freedom of Information Act 2000.
- (e) If requested by the Client, a representative of the Contractor shall sit on the Project Board to assist in the delivery of the Contract.
- (f) The Client reserves the right to set off any sums due from the Contractor to the Client against any sums due from the Client to the Contractor.
- (g) The Contractor shall in respect of all persons employed by him (whether in execution of the Contract or otherwise) in every factory, workshop or place occupied or used by him for the execution of the Contract comply with the following conditions, namely:
 - 1) Pay rates of wages and observe hours and conditions of labour not less favourable than those established for the trade or industry in the district where the work is carried out, by machinery of negotiation or arbitration to which the parties are organisations of employers and trade unions representative respectively of substantial proportions of the employees and workers engaged in the trade or industry in the district.
 - 2) In the absence of the rates of wages, hours or conditions so established, pay rates of wages and observe hours and conditions of labour which are not less favourable than the general level of wages, hours and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.
 - 3) The Contractor shall recognise the right of his work people to be members of such trade unions as they may choose not to be members of a trade union or other organisation of workers or to refuse to be a member of any particular trade union or other organisation of workers.
 - 4) The Contractor shall be responsible for the observance of this clause by sub-contractors employed by him in the execution of the Contract, and shall if required notify the Client of the names and addresses of all such sub-contractors.
 - 5) In the event of any question arising as to whether the foregoing conditions are being observed, the question shall, if not otherwise disposed of, be referred to an independent arbitrator jointly agreed by the Client and the Contractor.
 - 6) The Contractor shall keep proper books and time sheets in relation to wages paid to persons in his employ and engaged in the execution of the Contract, any such documents shall, if required by the Client, be produced for inspection by any representative so authorised by the Client.

The Contractor shall comply with the following Special Requirements in relation to statutory bodies. 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.

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2.1 NATURAL RESOURCES WALES (NRW)

- (a) For the purposes of this Special Requirement the following terms have the meanings assigned to them:

- 1) 'The Authority' means Natural Resources Wales.
- 2) 'Authority's Representative' means the staff of Natural Resources Wales or its Authorised Representatives and Agents.
- 3) 'Watercourse' means all river streams, ditches, drains, cuts, culverts, dykes, sluices and passages of any kind through which water flows together with all associated apparatus and appliances administered, owned, leased or rented by 'The Authority' in pursuit of, or as part of, its Statutory functions, other than sewers to which the Public Health Acts apply.
- 4) The Contractor shall give the Authority's Representative at least fourteen 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. The Authority's Representative can be contacted at the following point:

Address:

Llwyn Brain

Ffordd Penlan

Parc Menai

Bangor

Telephone: (01248) 670770

Fax: (01248) 670561

- (b) All operations on, in or affecting The Authority's Watercourses, property or premises shall be carried out in such a manner so as not to endanger The Authority's Watercourses, property or premises and / or any persons entitled to be present.
- (c) The Authority's Representative shall at all reasonable times have access to any part of The Authority's Watercourses, property or premises on the Site.
- (d) Where for the purposes of completing the Works in accordance with the Contract, excavation is required affecting The Authority's property or premises, the Contractor shall give the Authority's Representative three days written notice of such excavation work so that the Authority's Representative may attend upon the Site to supervise the excavation.
- (e) If the execution of the Works requires access onto or over the flood bank of a Watercourse the Contractor shall provide proper means for such access by way of temporary ramps of suitable gradient surfaced with stone or other material as shall be approved by the Engineer. ON NO ACCOUNT shall the level of the flood bank 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.

- (f) Where for the purposes of completing the Works in accordance with the Contract there is a requirement for a bank and / or flood bank or part thereof to be temporarily removed, such removal shall ONLY be carried out with:
- 1) The written permission of the Authority's Representative and then ONLY under such conditions and restrictions as the Authority's Representative may require.
 - 2) The provision of an adequate alternative flood barrier to be approved by the Authority's Representative which shall be maintained to the full height of the original flood bank until such time as reinstatement of the original flood bank is completed to the satisfaction of the Authority's Representative.
- (g) The Contractor shall take all necessary measures to secure the protection of all Watercourses including water in underground strata against silting, erosion and / or pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal, aquatic or plant life and / or damage to property and land. Such protective measures shall include, but not be limited to, the following:
- 1) All fuel or lubricating oil stored in bulk on the Site shall be located as far as reasonably practicable from any Watercourse and such stores shall be surrounded by an effective bund capable of containing 110% of the full contents of the store and all such stores shall be kept locked or otherwise secured when not in use.
 - 2) Any leaking and / or empty oil / fuel containers shall be removed from the Site immediately.
 - 3) All equipment using fuel / oil shall be located as far as is reasonably practicable from any Watercourse and shall be surrounded with oil absorbent material to contain spills and leaks.
 - 4) The refuelling of machines shall be strictly controlled and confined to a location as far as is reasonably practicable from any Watercourse.
 - 5) Discoloured water from the Works and / or the cleaning of vehicles or cement / concrete plant to be treated or settled in a lagoon prior to discharge into a Watercourse. Discharge shall only take place with the approval of the Authority's Representative.
 - 6) Prevention of the unauthorised abstraction, extraction and / or drawing of water for any reason from any of The Authority's Watercourses, property or premises, while protecting any existing abstraction arrangements whether licensed or not together with any domestic abstractions exempt from such licensing requirements.
 - 7) Ensure that any ford required to allow plant or vehicles to cross a Watercourse consists of steel plank, roadway hardcore 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 any other adverse effects and that such obstruction 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 restored to their original profile to the satisfaction of the Authority's Representative.
 - 8) Ensure that the placing of any wet concrete in or close to any Watercourse is carried out so as to minimise the risk of cement contamination of the Watercourse.
 - 9) Ensure that only material free from polluting toxic substances is used at locations where drainage from new material can directly or indirectly enter any Watercourse.
 - 10) 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, ensure that such work is only carried out with the full knowledge of the sewer authority and then ONLY under such conditions and restrictions as that authority may impose.
 - 11) The banks and foreshore of any Watercourse shall be kept clear of material and plant and other items unless actually in use for the purposes of the Works.
 - 12) Materials intended for or arising from the Works together with any other plant and / or equipment shall not be:
 - I. Stored or disposed of in the Watercourse.
 - II. Placed in such a manner where such items might fall or slip or be washed into any 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 at risk the Contractor shall immediately inform the Authority's Representative and the Engineer and shall immediately carry out the instructions of the latter to abate and remedy the situation.

- (h) The Contractor shall NOT do 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), any of the following:
- 1) Remove 'bed' material for use in the construction of the Works or elsewhere.
 - 2) Remove vegetation other than fallen trees from or adjacent to any Watercourse.
 - 3) Remove or spray aquatic weeds.
 - 4) Use floating barges and / or pontoons and the like in any Watercourse.
 - 5) Display any advertisement or other material, except as specifically required by this Special Requirement, on or above The Authority's Watercourses, property or premises.
 - 6) Discharge surface water of any kind in any way into The Authority's Watercourses, property or premises.
 - 7) Construct any Temporary Works in the Watercourse except where and to the extent that approval has been given and / or previously obtained.
 - 8) Close any navigable Watercourse to waterborne craft or traffic without giving the Authority's Representative at least twenty eight days written notice. The granting of permission for such a closure MUST NOT be presumed.

- (i) 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:

- 1) 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.
- 2) 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.
- 3) Submit to the Authority's Representative written proposals for maintaining at all times the free passage of fish.

THE CONTRACTOR SHOULD PARTICULARLY NOTE WHEN PLANNING ANY WORK IN RELATION TO THE WATERCOURSE THAT THE 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.

- (j) 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 lines of its edge, the Contractor shall:

- 1) By day, the extremities from the bank of the projection shall be marked by placing thereon of a metal cruciform which shall be painted bright red. The cruciform shall be constructed from four rectangular sheets of metal 450mm by 225mm and of adequate thickness, which are welded together at right angles along a common 450mm side.
- 2) By night, the extremities shall be marked by the placing thereon of two red lights situated side by side 300mm apart.
- 3) If the projection of the Works into the navigable channel exceeds 500mm the projecting Works shall be protected from the impact of passing Watercourse craft by floating continuous timber fenders of section not less than 250mm by 250mm.
- 4) Notice boards displaying 'CAUTION – WORK IN PROGRESS' in bright red letters on a white background of a size indicated by the Authority's Representative shall be sighted on the Watercourse edge on both sides of the Works at a distance of 100.0m and 200.0m there from and maintained throughout the duration of the Works.

- (k) 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 Waterway management and all reasonable precautions shall be taken by the Contractor to prevent accidental or malicious casting adrift or sinking.

- (l) 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.

- (m) 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 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:
 - 1) The risk of damage to the Watercourse and / or its channel.
 - 2) The risk of flooding at all potential flow conditions within the Watercourse.
 - 3) The length of time such reduction in Watercourse width will be required.
- (n) If for the purposes of completing the Works in accordance with the Contract the closure and / or reduction in width of any Watercourse, access or footpath is necessary, the Contractor shall provide The Authority with a minimum of two days written notice and shall provide, to the satisfaction of the Authority's Representative, the following:
 - 1) 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.
 - 2) 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. The surface shall have a maximum gradient of 1 in 10.
- (o) The Contractor shall keep The Authority's Watercourses, property or premises free from rubbish. The Contractor shall not leave rubbish on or in The Authority's Watercourses, 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 The Authority's Watercourses, property and premises as and when these cease to be required for the purpose of the Works.
- (p) Upon completion of the Works any ford, coffer dam and / or other Temporary Works shall be removed from The Authority's Watercourses and every part of the bank and / or channel of the Watercourse shall be fully reinstated to the surrounding bank profile and topsoiled and seeded or turfed as appropriate. Similarly all The Authority's property and premises affected by the Works shall be fully reinstated and all damage to The Authority's land, property and premises shall be made good by the Contractor to the satisfaction of the Authority's Representative.

EMERGENCY ACTION

- (q) The following actions shall be taken by the Contractor in the event of any breach to a Watercourse and / or risk of major pollution to a Watercourse or land drainage area:
 - 1) Immediately inform the Emergency Services (Fire and Police), The Authority and the Engineer in that order. FOR THE AUTHORITY telephone: FREEPHONE 0800 80 70 60.
 - 2) Secure the area from the approach of traffic and / or the general public.
 - 3) Render every assistance to the Emergency Services and / or The Authority as shall be requested for the purposes of mitigating water damage arising from any breach and / or for the purposes of securing public safety.
 - 4) With regard to landslope and any apparent flow direction of any water flowing from the breach, construct if possible and as necessary dams, bunds with earth boards and / or sheet to prevent or restrain such material from reaching the Watercourse and / or flows inundating any adjacent property and land.
 - 5) Where, notwithstanding the above, potentially polluting material or liquid has entered a Watercourse, construct if possible dams / booms with board and / or sheet materials to retain and limit the extent / effect of such pollutants within the Watercourse pending instructions for full remedial action while permitting the continued flow of water.
- (r) The above requirements do not relieve the Contractor of any of his obligations under the Contract.

2.2 WATER AND SEWERAGE COMPANIES

1. For the purposes of this Special Requirement the following terms shall have the meanings assigned to them:
 - a) 'Company' means Dwr Cymru / Welsh Water or its successors and assigns.
 - b) 'Company Representative' means the Chief Civil Engineer of the said 'Company' or other duly Authorised 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'.
2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm the details and location of any Mains and Sewers of the Company with the Company Representative, who can be contacted at the following point:

Address: Welsh Water plc

 PO Box 10

 Pentwyn Road

 Treharris

 CF46 6XZ

 Telephone: (01443) 331123

 Fax: (01443) 331161

3. Where such details show that the Works or the movement of plant and equipment may endanger the Mains and Sewers of the Company, the Contractor shall give the Company Representative at least seven days written notice of the date on which it is intended to commence such works or the movement of plant and equipment in order that the presence of any Mains and Sewers can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Company Mains and Sewers are 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 repositioning is carried out at the direction and under the supervision of the Company Representative.
5. All excavation adjacent to Company Mains and Sewers shall be carried out by hand until the exact extent and / or location of Company Mains and Sewers is known. Mechanical borers and / or excavators shall not be used within 3.0m of Company Mains and Sewers without the presence of the Company Representative. To prevent any movement of Company 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 Company Mains and Sewers.
 - b) Excavation is within 3.0m of Company Mains and Sewers in stable soil.
 - c) Excavation is within 6.0m of Company Mains and Sewers in unstable soil.

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

- a) Pile driving equipment within 15.0m of Company Mains and Sewers.
- b) Explosives within 200.0m of Company Mains and Sewers.

c) Any hot work such as welding and the like within 6.0m of any Company 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 Company Mains and Sewers affected may be arranged.

6. Material of any kind whatsoever comprising part of Company Mains and Sewers, manholes, shafts 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 Company 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 the contractor shall not stock pile and / or store materials of any kind or erect temporary structures and / or notice boards of any sort within 5.0m of any Company Mains and Sewers.
9. All Company 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 must 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 Company Mains and Sewers when required at all reasonable times.
10. The cover to Company Mains and Sewers, particularly manholes, shafts, 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 Company 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 Company Mains and Sewers.
11. In the event of any damage whatsoever to Company 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 Company 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 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 any condemned or surplus material or waste of any kind whatsoever into Company Mains and Sewers nor abstract, extract and / or draw water from any Company 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.

The Contractor shall particularly note the following:

EMERGENCY ACTION

15. The following actions shall be taken by the Contractor in the event of a burst to any of the Company Mains and Sewers:
- a) Immediately inform the Emergency Services (Fire and Police), the Company and the Engineer 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 securing public safety.
 - d) With regard to landslide and any apparent flow direction of any leaking sewerage or water from the breach, construct if possible and as necessary dams and / or bunds with earth and / or boards to prevent flows inundating any adjacent properties, ditches, streams, drains, manholes or other such watercourses and ducts.
16. The above requirements do not relieve the Contractor of any obligations under the Contract.

2.3 ELECTRICITY GENERATING AND DISTRIBUTION COMPANIES

1. For the purposes of this Special Requirement the following terms shall have the meanings assigned to them.
- a) 'Company' means National Grid Co. plc and / or Scottish Power or its successors and assigns.
 - b) 'Company Representative' means the Chief Civil Engineer of the said 'Company' defined in 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 rendered by the said 'Company' as defined in 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 in 1(a) of this Special Requirement.
2. Before commencing any work or moving heavy plant or equipment on 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 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:-

Up to and including 33 kV

Address: SP Energy Networks,
Data Management (Scotland)
ScottishPower Energy Networks
55 Fullarton Drive
Cambuslang
Glasgow
G32 8FA

Telephone: (0141) 567 4455

Fax: (0141) 614 0085

132 kV only

Address: National Grid Plant Protection Team
National Grid
Block 1, Floor 2

Brick Kiln Street
Hinckley LE10 0NA

Telephone: (0800) 688 588.

Fax: (01926) 656 574

Telephone: (0800) 731 2961

Fax: (01926) 656 574

3. Where such details show that the Works or the movement of plant or equipment may endanger the equipment of the Company, the Contractor must ensure that the presence of any Electricity Cable(s), Plant or Equipment can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Company Electricity Cable(s), Plant or Equipment is adequately protected from damage and such protective measures shall be approved by the Engineer.
4. The Works shall be carried out in conformity with the Requirements of the Health and Safety Executive Guidance Notes:
 - a) No. GS6 'Avoidance of Danger from Overhead Electric Cables'
 - b) No. GS33 'Avoiding Danger from Buried Electricity Cables'
5. Except under such restrictions as the Company Representative may impose for the safety of persons and the protection of property WORKS SHALL NOT BE CARRIED OUT or cranes or other plant erected, operated and / or dismantled or materials stored WITHIN THE '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 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 thereof should particularly note and bring to the attention of their respective employees the danger of 'Flashover' where as a result of the very high voltages being transmitted potentially lethal shocks can occur in close proximity and 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 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 the 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 the stiles of the ladders. Even ladders without reinforcement can lead to serious electrical shocks if allowed to come close to live overhead equipment and therefore special precautions must be taken to ensure that the ladder cannot slip and encroach on the 'Prohibited Space'.
12. Any disturbance of or attachment to any Plant or Equipment or Electric Cable(s) of the Company shall ONLY be carried out by the staff of the Company or its authorised contractors and / or agents.
13. Long objects, which shall include but not be limited 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 the 'Prohibited Space' the Contractor shall give the Company Representative not less than fourteen days written notice of the dates upon which it is intended to operate plant or equipment or carry out any work. The permission of the Company Representative MUST be obtained in writing BEFORE any plant or equipment is operated or work of any kind is carried out WITHIN the above distances. Such operations or work shall only be carried out in the presence of the Company Representative unless notice shall have been obtained in writing from the Company Representative that such a presence on Site is not required.
15. In the event of the Company requiring emergency and / or maintenance work to be executed on the Electricity Cable(s) whether Overhead Electricity Lines or Buried 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. The above requirements do not relieve the Contractor of any of any obligations under the Contract or of the responsibility for taking every precaution to avoid risk to persons and / or damage to property.

2.4 BRITISH TELECOMMUNICATIONS PLC.

1. For the purposes of this Special Requirement 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 owned, leased or rented by the Company within the Site with the Company Representative, who can be contacted at the following point:

Address: National Notice Handling Centre (British Telecom)
3WW18

Telecom House

Trinity Street

Hanley

Stoke on Trent

ST1 5ND

Telephone: (0800) 917 3993

Fax: (01782) 204 846

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

Where the stated depth of cover cannot be maintained, the Contractor shall carry out the instructions of the Engineer for the protection of Company Apparatus and such actions that follow from the Engineer's instruction shall be supervised by the Company Representative.

Where the required depth of cover cannot be maintained over cabling, such cables as are affected shall be enclosed and protected in uPVC duct to be supplied by the Company as directed by the Company Representative.

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

7. All excavation adjacent to Company Apparatus is to be carried out by hand until the exact extent and / or location of Company Apparatus is known. Mechanical borers and / or excavators shall not be used within 1.0m of Company Apparatus without the supervisory presence of the Company Representative. To prevent any

movement of Company 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 Company Apparatus.
- b) Excavation is within 1.0m of Company Apparatus in stable soil.
- c) Excavation is within 5.0m of Company Apparatus in unstable soil.

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

- a) Pile driving equipment within 10.0m of Company Apparatus.
- b) Explosives within 200.0m of Company Apparatus.
- c) Laser equipment within 10.0m of Company Apparatus

the Contractor shall advise the Company Representative, giving at least seven days written notice, in order that any special protective measures for the Company 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, cable drums and / or any further equipment required by the Company for the maintenance of its Apparatus, must be maintained at all reasonable times. The Contractor should particularly note that footway type jointing chambers are not specified for carriageway loading and will need to be adequately protected and / or demolished and rebuilt under the supervision of the 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 of the Company. The Company Representative shall be given reasonable access to all Company Apparatus and chambers when required.
- 10. In the event of any damage whatsoever to Company Apparatus the Contractor shall immediately inform the Engineer and report the occurrence immediately by contacting the Company as follows:

Telephone: 0800 917 3993 or DIAL 100 and ask operator for FREEPHONE 111 – Dial before you dig’.

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

2.5 BRITISH GAS – WALES & WEST UTILITIES LTD.

- 1. For the purposes of this Special Requirement the following terms shall have the meanings assigned to them:
 - a) ‘Company’ means British Gas – Wales & West Utilities Ltd.
 - b) ‘Company Representative’ means the staff of British Gas – Wales & West Utilities Ltd or its Authorised Representatives and Agents.
 - c) ‘Apparatus’ means all surface or sub-surface equipment and plant including any associated Gas pipeline(s) owned, leased or rented by British Gas – Wales & West Utilities Ltd.

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

Address: Wales & West Utilities

Wales & West House

Spooner Close

Celtic Springs

Coedkernew

NEWPORT

NP10 8FZ

Telephone: 0292 027 8912 or 0800 111 999. (Emergencies)

3. Where such details show that the work or the movement of plant or equipment on the Site may endanger the Apparatus of the Company, the Contractor shall give the Company Representative at least seven days written notice of the date on which it is intended to commence such works or the movement of plant or equipment in order that the presence of any sub-surface apparatus can be indicated by markers to be supplied by the Company Representative. The Contractor shall ensure that all Company Apparatus 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 the Company Representative.
5. The Contractor shall make every effort to avoid the disturbance of Company Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract. The Contractor should particularly note that large Gas transmission pipelines frequently operate at pressure exceeding 7 bar and pose a considerable hazard to safety if damaged. The Contractor shall also note that smaller Gas distribution pipes may be of yellow plastic, cast iron 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.
6. No vehicle, plant or machinery shall cross, stand, operate or travel within 3.0m of any Company Apparatus particularly Gas pipelines except as approved by the Company Representative. The Contractor shall agree 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 Company Apparatus. All such protective measures shall be approved by the Engineer.
7. 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 service shall not be permitted within 0.8m 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 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.

8. The Contractor shall particularly note that Gas pipelines and other Apparatus of the Company are usually cathodically protected to Company standard BGC/PS.ECP1. The Company will require to carry out interaction tests to determine whether its own system will be adversely affected by any new service and / or its protective measures. Any work requiring the removal, modification and / or movement of Company 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.
9. When excavating or backfilling around Company Apparatus, the Company Representative shall be given not less than three days written notice of the Contractor's intentions in order that they may supervise the Works.
10. 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.
11. All excavation adjacent to Company Apparatus is to be carried out by hand until the exact extent and / or location of Company Apparatus is known. The Contractor shall note the following:
 - a) Mechanical borers and / or excavators shall not be used within 3.0m of Company Apparatus.
 - b) Hand held power assisted tools shall not be used within 1.5m of Company Apparatus without the supervisory presence of the Company Representative.
 - c) To prevent any movement of Company Apparatus during excavation, complete shuttering shall be used as directed by the Engineer if excavation is deeper than the depth of cover of adjacent Company Apparatus.

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

12. If for the completion of the Works the Contractor intends using any of the following:
 - a) Pile driving equipment within 15.0m of Company Apparatus.
 - b) Explosives within 400.0m of Company Apparatus.
 - c) Any hot work such as welding and the like within 15.0m of Company Apparatus.
 - d) Hydraulic testing within 8.0m of Company Apparatus.
 - e) Earth augers within 1.0m of Company Apparatus.

the Contractor shall advise the Company Representative, giving at least seven days written notice, in order that any special protective measures for the Company 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.

13. All Company 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, must 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.
14. The covers to any Company 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 Company Apparatus and / or chamber 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 Company Apparatus and / or chamber. The Company Representative shall be given reasonable access to all Company Apparatus and chambers when required.

15. In the event of any damage whatsoever, even of a minor nature, to Company Apparatus particularly to Gas pipeline coatings and 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. Where only MINOR repairs are needed to Gas pipeline coatings and / or test leads of which the Company has been previously notified, these repairs will be carried out free of charge.

The Contractor shall particularly note the following:

EMERGENCY ACTION

16. The following actions shall be taken by the Contractor in the event of any leak in any Gas pipeline:
 - a) Evacuate all personnel from the vicinity of the pipeline damage or leak.
 - b) So far as is practicable remove and / or extinguish all sources of ignition for a distance of at least 500.0m 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 Emergency Services (Fire and Police), the Company and the Engineer in that order. The emergency telephone number of the Company is: 0800 111 999.
 - 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.
17. The above requirements do not relieve the Contractor of any obligations under the Contract.

5 Contractor Data Part Two

PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Contractor* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is %

The *working areas* are

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2 The *Contractor's* main responsibilities

If the *Contractor* is to provide Scope for its design

The Scope provided by the *Contractor* for its design is in

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

If the *Contractor* is to decide the *completion date* for the whole of the *works*

The *completion date* for the whole of the *works* is

5 Payment

The *activity schedule* is

The tendered total of the Prices is

Resolving and avoiding disputes

If Option W1 or W2 is used

The *Senior Representatives* of the *Contractor* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

If Option W3 is used and the number of members of the Dispute Avoidance Board is three

The *Contractor's* nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

X29: Climate change

If Option X29 is used

If a *climate change plan* is to be identified in the Contract Data

The *climate change plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Short Schedule of Cost Components

The *people rates* are

category of person

unit

rate

The published list of Equipment is the edition current at the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

% (state plus or minus)

The rates for other Equipment are

Equipment

rate

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person	rate
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

The rates for Defined Cost of design outside the Working Areas are

category of person	rate
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are

The all-inclusive pre-agreed per metre rate for the addition of additional lengths of standard cross-section revetment at the western end of the works is:

£ _____

The all-inclusive pre-agreed per metre rate for the reduction of length of standard cross-section revetment at the western end of the works is:

£ _____

The above two rates are to be fully inclusive of all costs related to both the additional Defined Cost/time related costs. It should not include the fee, which will be added within the Compensation Event assessment. These rates shall be accepted to be agreed rates between the two parties for the purposes of Clause 63.2 of the contract. The standard cross section that these rates shall apply to are as 'Section 5' of drawing reference 415437-MMD-00-XX-DR-C-3521 of the scope.

The per-metre time extension to Planned Completion / the Completion Date for the addition of additional lengths of standard cross-section revetment at the western end of the works is:

_____ hours/days (delete as appropriate)

6 Annex E – Non-Collusion Certificate

I / 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 with any other person. I / we also certify that we have not and I / we undertake that we will not before the award of any contract for the work:

- (i) Disclose the tender price or any other figures or other information in connection with the tender to any other party (including any other company or part of a company forming part of a group of companies of which I am / we are a part) nor to any sub-contractor (whether nominated or domestic) nor supplier (whether nominated or domestic) or any other person to whom such disclosure could have the effect of preventing, restricting or distorting competition in this tendering exercise.
- (ii) Enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted.
- (iii) Otherwise collude with any person with the intent of preventing, restricting or distorting competition.
- (iv) Pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person 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), (ii) or (iii) above.

I / we further declare that I / we have no knowledge either of the sum quoted or of any other particulars of any other tender for this contract by any other party.

We further certify that the principles described 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.

I / we acknowledge that any breach of the foregoing provisions shall lead automatically to this tender being disqualified and may lead to criminal or civil action.

Conwy County Borough Council shall treat any tender received in confidence but reserves the right to make same available to any relevant Department of the Council, other Local Authority Trading Standards Department, the Director General of Fair Trading, and / or any other statutory regulatory authority either having jurisdiction over the work or who may now or at any time in the future have statutory power to require disclosure of this tender.

In this certificate, the word 'person' includes a body of persons corporate or unincorporated and any undertaking for the purposes of The Competition Act 1998; any agreement includes any transactions, formal or informal and whether legally binding or not; and the 'work' means the work or goods or services in relation to which this tender is made.

Signature:

Name (printed):

In the capacity of (e.g. Director, Secretary, etc.):

Date:

Duly authorised to sign tenders and acknowledge the contents of the anti-collusion certificate for and on behalf of: -

Name of Company:

Full postal address:

Telephone Number:

Fax Number:

E-mail:

7 Annex F – Form of Agreement

FORM OF AGREEMENT

Agreement Reference:

Works: NoWCIPP Old Colwyn Coast Defence & Active Travel Improvements – Phase 3^[BP1]

Site: Old Colwyn Promenade, Colwyn Bay, Conwy

THIS AGREEMENT made the _____ day of _____

BETWEEN:

(1) **Conwy County Borough Council** whose registered offices are at Coed Pella, Conway Road, Colwyn Bay, Conwy, LL32 8DU ('the *Client*');

Registration Number:

and

(2) _____ whose registered office is at

('the *Contractor*');

Registration Number:

WHEREAS the *Client* wishes that certain Works be executed by the *Contractor*, namely the Permanent and Temporary Works in connection with the NoWCIPP Old Colwyn Coast Defence & Active Travel Improvements – Phase 3^[BP2] (as hereinafter defined as the *works*) and has accepted a Tender by the *Contractor* for the supply, 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 only and their attachments, if any, shall together constitute the entire Agreement between the *Client* and the *Contractor* and supersede all previous communications, representations, or agreements, either oral or written, between the Parties with respect to their subject matter. The Parties agree that they have not relied upon or been induced by any representations made by the other prior to the date of this Contract. No variation to the Terms and Conditions hereof, or Parent Company Guarantee or Insurance requirements shall be binding upon the Parties unless such is executed by way of a deed of amendment. Subject to the foregoing, no agreement or understanding varying the Contract will be binding on either Party hereto unless in writing, signed by a duly authorised officer or representative of both Parties in writing wherein the Contract shall be specifically referred to. The term "the Agreement" shall be construed accordingly.
 - a) the said Tender and the written acceptance thereof and amendments thereto
 - b) the Conditions of Contract
 - c) Contract Data - Part One
 - d) Contract Data – Part Two

Annex F – Form of Agreement (cont'd)

- e) The following documents:
- Schedule of Amendments to the Contract Agreements
 - Special Requirements
 - Pre-Construction Information
 - Illustrative Activity Schedule
 - Non-Collusion Certificate
 - Form of Agreement
 - Tax Certificate Information
 - Notice of Intention to use of Sub-Contractors
 - Parent Company Guarantee.
 - Collateral Warranties
 - Risk Register.
 - Scope, including – general requirements, specification, tender drawings and community benefits requirements.
 - Site Information, including – topographical survey, geo-technical survey information, any other relevant survey information.

3. In consideration of the payments to be made by the *Client* to the Contractor as hereinafter mentioned the Contractor hereby covenants with the *Client* to construct and complete the Works in conformity in all respects with the provision of the Contract and to remedy defects in the *works* in conformity in all respects with the provisions of the Contract.
4. The *Client* hereby covenants to pay the Contractor in consideration of executing the *works* the value as may be ascertained in accordance with the Contract and at the times and in the manner prescribed by the Contract.
5. In case of conflict between any of the documents constituting the Contract, the order of precedence shall be as follows (with '1' being the first): -

- i) Drawings.
- ii) Specification.
- iii) Priced Form of Tender.
- iv) Priced Activity Schedule

The *Client's* Limit of Liability

6. Save for any liability of the *Client* in accordance with Clause X18, but notwithstanding any other terms of the Agreement, the *Client's* total liability for any loss and damage whatsoever and howsoever caused (including but not limited to such loss and damage caused by or arising from breach of contract, tort including negligence or statutory duty) shall in all circumstances be limited in the aggregate to a sum equivalent to the Total of the Prices.
7. Any disputes, differences or questions arising out of or relating to the Contract shall be resolved in accordance with Conditions W1 (*Adjudication*) and W2 (*Arbitration and choice of law*) of the Conditions of Contract.

Annex F – Form of Agreement (cont'd)

IN WITNESS whereof the parties have executed this Agreement in duplicate on the date first stated above.

SIGNED as a DEED for **Conwy County Borough Council**

by: Print name:

Authorised Signatory (Director)

Position:

Date:

Witnessed by: Print name:

Position:

Address:

Date:

SIGNED as a DEED for

by: Print name:

Authorised Signatory (Director)

Position:

Date:

Witnessed by: Print name:

Position :

Date:

8 Annex G – Tax Certificate Information

INCOME TAX (SUBCONTRACTORS IN THE CONSTRUCTION INDUSTRY)

To the extent that this contract falls within the scope of the Construction Industry scheme in accordance with:

Sections 559 – 567 Income and Corporation Taxes (ICTA) 1988 and The Income Tax (Subcontractors in the Construction Industry) (Amendment) Regulation No 2622 (1998);

You are required to make the following declaration:

DECLARATION

- A** I/We* declare that I/We* have/have not* a current Tax Certificate CIS5/CIS6* or Registration Card CIS4* which (including any renewal thereof) will be produced for inspection by UCP on demand.
- B** In the event of any contract resulting from this tender, I/We* agree that:
- (i) if I/We* do not produce a valid Tax Certificate, special certifying document or registration card for such inspection signed by the Company Secretary or Director of the Company, then I/We* accept that no payments can be made under this contract.
 - (ii) if I/We* are holders of a CIS6 certificate, I/We* will forward a completed voucher CIS24 within 14 days of the end of the tax month, eg by the 19th of September for the month of August.

Signed

Position

(State official position eg Director, Manager etc)

For and on behalf of

* Delete as appropriate

9 Annex H – Notice of Intention to Use Sub-Contractors

NOTICE OF INTENTION TO USE SUBCONTRACTORS

The Tenderer is required to state below which, if any, part or parts of the work he intends to subcontract to any other party (including associate, subsidiary or parent organisations), whether or not customary in the trade.

Subcontracting for the purpose of this enquiry shall not include the mere purchase of materials or parts for use by the contractor in the execution of the contract unless the specification or standard of quality of any such material or parts is specifically mentioned in the tender/contract as a matter wherein Conwy County Borough Council is to be satisfied by documentary evidence provided by the contractor or by inspection (including testing where stated) and approval by or on behalf of Conwy County Borough Council.

Where the identity of a subcontractor is not known, the list of firms from whom the tenderer/contractor proposes to choose the subcontractor(s) should be given.

Any proposed change or extension to the subcontracting arrangements shown hereunder must be notified to Conwy County Borough Council's Purchasing Branch and is subject to Conwy County Borough Council's consent and any other relevant terms and conditions of contract.

[illegible]

10 Annex I – Parent Company Guarantee

FORM OF PARENT COMPANY GUARANTEE

THIS DEED is made the day of 2026

BETWEEN

- (1) **Conwy County Borough Council**, (“the *Client*”) which expression shall include all successors and assigns)
- (2) [] whose registered office is at [] (“the Guarantor”)

WHEREAS

- (3) By a contract dated in the form of the
- (4) (“the Contract”) the *Client* has engaged [] (“the Contractor”)
- to undertake the at
- (5) The Guarantor has agreed to guarantee to the *Client* the Contractor’s performance of its duties and obligations under the Contract.

IT IS AGREED:

1. Guarantee
- 1.1 The Guarantor hereby covenants and guarantees to the *Client*:
- 1.1.1 that the Contractor shall subject to Clause 5 hereof fully, faithfully and punctually perform and observe each and every of the terms and conditions and obligations of the Contractor under the Contract as the same may from time to time be amended; and
- 1.1.2 that if at any time the Contractor shall breach or fail to perform any of the terms conditions and obligations of the Contract the Guarantor will properly perform and/or cause to be performed each and every one of such terms conditions and obligations and/or shall discharge in full the total amount of loss and/or damage that the *Client* may suffer in consequence of such breach or failure to perform.

FORM OF PARENT COMPANY GUARANTEE (CONT'D)

- 1.2 Any money and liability owed to the *Client* by the Contractor and which cannot be recovered for any reason whatsoever including (without prejudice to the generality of the foregoing):
- 1.2.1 any invalidity or illegality affecting any of such money or liabilities;
- 1.2.2 any want of authority in any person purporting to act on behalf of the Contractor;
- 1.2.3 any provision of bankruptcy or insolvency law; or
- 1.2.4 the liquidation or dissolution of the Contractor and the inability of the *Client* to make effective demand on the Contractor as a result of such liquidation or dissolution shall subject to the terms of Clause 5 nevertheless be recoverable from the Guarantor as though the Guarantor were primary obligor and whether any such reason event or circumstance shall have been known to the *Client* and the Guarantor shall indemnify the *Client* on demand against all costs expenses loss and damage which the *Client* may suffer or incur as a consequence of such inability to recover from the Contractor. The Guarantor’s total liability in terms of this Deed including but not limited to the indemnity in this Clause 1.2.4 shall be no greater than the Contractor’s total liability under the terms of the Contract.
- 1.3 Until all the Contractor’s obligations under the Contract shall have been performed in full (notwithstanding any relaxation waiver variation or forbearance in relation to any such obligation) the Guarantor shall not in respect of any liability under this Guarantee (but not further or otherwise) by any means or on any ground:
- 1.3.1 claim any set-off or counter-claim against the Contractor in respect of any liability on the part of the Guarantor to the Contractor;

- 1.3.2 make any claim or enforce any right against the Contractor or prove in competition with the *Client* in respect of any such claim or right;
- 1.3.3 be entitled to claim or have the benefit of any proof in the bankruptcy, voluntary arrangement, administration or liquidation of the Contractor; or
- 1.3.4 be entitled to claim or have the benefit of any security or guarantee now or hereafter held by the *Client* for any of the Contractor's obligations or to have any share therein.
- 1.4 If it would for any reason be unlawful for the Guarantor to guarantee any particular obligation of the Contractor to the *Client* including (without prejudice to the generality of the foregoing) any case where it would be unlawful for the Guarantor to do so under Sections 151 and 330 of the Companies Act 1985 then the provisions of this clause 1 shall not (to the extent that it would be so unlawful) extend to such obligations but without in any way limiting the scope or effectiveness of the remaining provisions of this clause 1 as regards the remainder of the Contractor's obligations.
- 1.5 Each of the provisions in this Deed shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- 1.6 The provisions of this clause 1 shall not be affected or discharged by anything which would not have discharged or affected the provisions of this clause 1 if the Guarantor had been principal obligor to the *Client*.

2. Status of this Deed

This Deed is supplemental to and shall be read in conjunction with the Contract and nothing in this Deed shall derogate from or vitiate any provision of the Contract.

3. Notices

- 3.1 Any notice or demand served by the *Client* shall be deemed to have been sufficiently made or given if sent:
 - 3.1.1 by hand or pre-paid letter post to the Guarantor's registered office stated at the beginning of this deed; or
 - 3.1.2 by fax to the last known fax number relating to any such address or office.
- 3.2 Any such notice or demand given or made under sub-clause 3.1 shall be deemed to have been served at the time of delivery to the address if sent by hand, at 10 am on the day after posting if sent by pre-paid letter post and at the time of transmission if sent by fax (and a fax shall be deemed to have been transmitted if it appears to the sender to have been transmitted from a machine which is apparently in working order).

FORM OF PARENT COMPANY GUARANTEE (CONT'D)

4. Governing law

This Deed shall be governed by the laws of England and Wales.

5. The Guarantor’s liability under this Deed shall expire 12 years from the date of practical completion of the Works as certified or notified in accordance with the terms and conditions of the Contract.

6. Third Party Rights

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

[ATTESTATION OF]

EXECUTED AS A DEED by)

[])

acting through)

.....

Director

.....

Director/Secretary

11 Annex J – Collateral Warranty

FORM OF SUBCONTRACTOR'S COLLATERAL WARRANTY

Made the day of 2026

BETWEEN:

(1)

[of] OR [whose registered office is at]

("the Subcontractor"); and

(2) Conwy Council Borough Council,

of ("the *Client*", which term shall include its
successors and assignees) who is represented by Conwy Council Borough Council.

WHEREAS:

(A) The *Client* has entered into a contract dated the ("the Main Contract") with ("the Contractor") for the execution of works briefly described as Old Colwyn Coastal Defence and Active travel improvements Phase 3 ("the Works").

(B) The Contractor has entered into a subcontract dated ("the Subcontract") with the Subcontractor for the execution of certain subcontract works briefly described as
and forming part of the Works.

NOW in consideration of £1 (one pound) paid by the Client to the Subcontractor (receipt of which the Subcontractor hereby acknowledges) THIS DEED WITNESSETH as follows:

- 1 The Subcontractor covenants with the *Client* that it has duly performed and observed, and will continue duly to perform and observe, all the terms of the Subcontract on the Subcontractor's part to be performed and observed and, without prejudice to the generality of the foregoing, the Subcontractor warrants that it has exercised and will continue to exercise reasonable skill, care and diligence in the performance of its duties to the Contractor under the Subcontract.
- 2 Without limiting clause 1, the Subcontractor further warrants:
 - (a) that it has not used or specified and will not use or specify for use;
 - (b) that it has exercised and will continue to exercise reasonable skill, care and diligence to see that there are not used;
 - (c) that it is not aware and has no reason to suspect or believe that there have been or will be used;
and

(d) that it will promptly notify the *Client* in writing if it becomes aware or has reason to suspect or believe that there have been or will be used;

in or in connection with the Works, any of the materials or substances identified in clause 2.1.

2.1 The said materials or substances are:

- (a) any deleterious substances or materials unsuitable for use in the works being carried out under the Main Contract .
- (b) any substances from the “UKRedlist”
- (c) any materials or substances that are in breach of the appropriate British Standard specifications

3 (a) In this clause “Intellectual Property Rights’ means trade and service marks, patents, copyrights, design rights, rights in semi-conductor chip topography, rights of confidence (whether registered or not and all applications in respect thereof) and all rights and forms of protection of a similar nature or effect whenever and wheresoever arising;

(b) “Information” means information and know how in whatever form (including oral) including but not limited to ideas, instructions, specifications, drawings, video tapes, photographs, films, negatives, sound recordings, designs, configurations, data, lists, databases, compilations, software, results, reports, proposals, summaries, conclusions and any other information including but not limited to in respect of conception, design, construction operation, storage, development, manufacture, maintenance, repair, assembly, decommissioning, disposal, risk assessment or safety.

3.1 Any information and Intellectual Property Rights already owned by the Subcontractor and not arising from or in connection with the carrying out of his obligations under the Contract shall be excluded from the provisions of this Condition. Information and Intellectual Property Rights arising from or in connection with the carrying out of the Subcontractor’s obligations under the Contract shall be the property of the *Client*.

3.2 The Subcontractor hereby assigns to the *Client* free from encumbrances the Intellectual Property Rights arising from or in connection with the carrying out of his obligations under the Contract and the Contractor shall execute such documents and carry out such acts at the Contractor’s expense as are reasonably required by the *Client* to effect such assignment or to otherwise vest such Intellectual Property Rights in the *Client*.

3.3 The Subcontractor shall ensure that his obligations under the Subcontract are carried out only by persons who are either employed under a contract for services or who have provided a binding undertaking which provides for the assignment to the *Client* of all Intellectual Property Rights and Information which arise from or in connection with the carrying out of the Subcontract.

3.4 Without prejudice to any requirement of the Subcontractor to furnish reports to the Contractor as specified in the Subcontract the Subcontractor shall make a full report to the *Client* of the work done under the Subcontract and insofar as is reasonable and the nature of the work requires the Information highlighting any Intellectual Property.

3.5 The *Client* shall have the right free of any payment to the Subcontractor to use the Information for any purpose notwithstanding any patent or other rights owned or controlled at any time by the Subcontractor.

FORM OF SUBCONTRACTOR'S COLLATERAL WARRANTY (CONT'D)

- 3.6 The *Client* shall determine what if any patent or like protection shall be sought for any of the Information and shall have the right to be granted such protection in its own name and at its own expense in any country. The Subcontractor shall use all reasonable endeavours to ensure that his employees and representatives shall give all reasonable assistance requested by the *Client* to enable it to seek and obtain such protection.
- 3.7 The Subcontractor shall ensure that all documents and drawings prepared by him for the *Client* not already pre-printed to the effect that copyright belongs to Conwy Council Borough Council bear the wording on the cover and first page "Copyright in this document (or drawing) belongs to Conwy Council Borough Council. All other forms of Information generated for the *Client* shall be similarly endorsed in the most suitable manner available.
- 3.8 On completion of the work, and at the option of the *Client*, the Subcontractor may be required to transmit to the *Client* all drawings, specifications and other information and data necessary to enable the Information to be furnished to and used by the *Client*.
- 4 The Subcontractor shall maintain professional indemnity insurance covering (*inter alia*), all liability hereunder in respect of defects or insufficiency in design, upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom, in an amount not less than that heretofore required by the *Client* in respect of the Subcontractor (namely, five million pounds (£5,000,000) for any one occurrence or series of occurrences arising out of any one event), for a period beginning now and ending at the time stated in the Main Contract (namely, twelve (12) years after certification under the Main Contract of completion of the Works or the last Section thereof in respect of which completion is certified), or the determination of the Main Contract for any reason whatsoever, including (without limitation) breach by the *Client* or the Contractor, whichever is the earlier, provided always that such insurance is available at commercially reasonable rates. The said terms and conditions shall not include any term or condition to the effect that the Subcontractor must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930, or the Third Parties (Rights Against Insurers) Act (Northern Ireland) 1930, or any amendment or re-enactment thereof. The Subcontractor shall not, without the prior approval in writing of the *Client*, settle or compromise with the insurers any claim which the Subcontractor may have against the insurers and which relates to a claim by the *Client* against the Subcontractor, or by any act or omission lose or prejudice the Subcontractor's right to make or proceed with such a claim against the insurers.
- 4.1 Any increased or additional premium required by insurers by reason of the Subcontractor's own claims record or other acts, omissions, matters or things particular to the Subcontractor shall be deemed to be within commercially reasonable rates.
- 4.2 The Subcontractor shall immediately inform the *Client* if such insurance ceases to be available at commercially reasonable rates.
- 4.3 The Subcontractor shall fully co-operate with any measures reasonably required by the *Client*, including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if the *Client* undertakes in writing to reimburse the Subcontractor in respect of the net cost of such insurance to the Subcontractor above commercially reasonable rates or, if the *Client* effects such insurance at rates at or above commercially reasonable rates, reimbursing the *Client* in respect of what the net cost of such insurance to the *Client* would have been at commercially reasonable rates.

FORM OF SUBCONTRACTOR'S COLLATERAL WARRANTY (CONT'D)

- 4.4 As and when it is reasonably requested to do so by the *Client* the Subcontractor shall produce for inspection documentary evidence (including, if required by the *Client*, the original of the relevant insurance documents) that its professional indemnity insurance is being maintained.
- 5 This Agreement may be assigned by the *Client* and its successors and assignees without the consent of the Subcontractor being required.
- 6 Any notice to be given by the Subcontractor hereunder shall be deemed to be duly given if it is delivered by hand at or sent by registered post or recorded delivery to the above-mentioned address of the *Client* or to the principal business address of the *Client* for the time being, and any notice to be given by the *Client* hereunder shall be deemed to be duly given if it is addressed to the Subcontractor and delivered by hand at or sent by registered post or recorded delivery to the above-mentioned address of the Subcontractor or to the principal business address of the Subcontractor for the time being and, in the case of any such notices, the same shall if sent by registered post or recorded delivery be deemed to have been received forty-eight hours after being posted.
- 7 The proper law of this Agreement shall be the same as that of the Main Contract – English Law.
- 8 The Subcontractor shall within fourteen (14) working days of the *Client's* request to do so, execute, in favour of any persons who have entered or shall enter into an agreement for the provision of finance in connection with the Works and/or in favour of any persons who have acquired or shall acquire any interest in or over the Works or any part thereof, a Deed in the form of this Deed, excluding this clause, or a similar form reasonably required by the *Client*, and deliver the same to the *Client*; together in each case (if requested by the *Client*) with a guarantee (in form and substance reasonably required by the *Client*) from the ultimate holding company of the Subcontractor in respect of the Subcontractor's obligations pursuant to such Deed.

IN WITNESS whereof the Subcontractor has executed this Deed on the date first stated above. EXECUTED

AND SIGNED (but not delivered until the date hereof) as a DEED for and on behalf of Conwy Council
Borough Council (the *Client*) by

Managing Director

Director

EXECUTED AND SIGNED (but not delivered until the date hereof) as a DEED for and on behalf of (the
Subcontractor) by

Director

Director / Company Secretary

12 Annex K - Freedom of Information Declaration

Conwy County Borough Council

Environment, Roads and Facilities

Old Colwyn Coastal Defence and Active Travel Improvements – Phase 3

Freedom of Information Act 2000 Declaration

The Freedom of Information Act 2000 applies to all the activities of Conwy County Borough Council (CCBC).

As a supplier of goods and services to CCBC, you should be aware of CCBC's obligations and

responsibilities under the Freedom of Information Act 2000 to provide on request access to recorded information held by it. One of the consequences of those new statutory responsibilities is that information CCBC holds about your organisation may be subject to disclosure in response to a request, unless CCBC decides that one of the various statutory exemptions applies.

Where you provide any information to CCBC that you regard as confidential and / or commercially sensitive then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and reason why should be given.

CCBC cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

In certain circumstances where information has not been provided in confidence, CCBC may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to CCBC.

NOTE: Detailed cost information within the Activity Schedule is considered to be of commercial interest and will not be disclosed.

If you require any advice on what the Freedom of Information Act 2000 involves, please contact the Information Regulation Unit on 01492 574016/574024, Fax 01492 574007.

List below any items you consider confidential or commercially sensitive:

Signed by:.....

For and on behalf of:

Name.....

Address.....

Date:.....

13 Annex L - Certificate of Good Standing

Declaration

In this certificate, any reference to person or persons shall mean and include businesses, associations or corporations and any reference to arrangements or agreements shall mean any and all transactions, formal or informal, lawful or otherwise.

I / We certify that:

1. We have not been convicted of nor are currently under investigation for any acts of conspiracy, corruption, bribery, fraud, money laundering, such acts as defined by the relevant UK law, nor any other offence within the meaning of Article 45(1) of the Public Sector Directive.
2. We are not bankrupt nor have had a receiving order or administration order or bankruptcy restrictions order made against us nor are in the process of or about to commence any composition or arrangement with or for the benefit of our creditors or, if registered as a partnership under Scots law have not been granted a trust deed or is subject of a petition for sequestration of our estate.
3. We have not, nor are about to, be subject of a resolution or order for winding up, nor have has a receiver, manager or administrator.
4. We have not been convicted of a criminal offence relating to the conduct of our business or (being an individual) not been guilty of grave misconduct in the course of its business.
5. We have fulfilled our obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established and/or the United Kingdom.
6. We have not been found guilty of serious misrepresentation in providing any information under Regulation 57 of the Public Contract Regulations 2015.
7. We have not suffered a deduction for liquidated or ascertained damages in respect of any contract nor had a contract cancelled, or not renewed, for failure to perform nor been the subject of a claim (contractual or otherwise) based upon a failure of quality in design, work, materials or services within the last three years.
8. None of the senior personnel of the organisation have been involved (in a similar position) in any company which has gone into insolvent liquidation, voluntary arrangement, receivership or administration or been declared bankrupt.
9. We comply with the requirements of the Equalities Act 2010.

I / We confirm and attest that the foregoing information and declarations are accurate to the best of my / our knowledge and that I / We acknowledge and accept that any false information could result in our application being rejected, or, in the event that any false declaration is discovered after the award of any contract, may lead to the rescission of any contract awarded.

Dated.....

Signature.....

Name (printed).....

Capacity / Title.....

For and on behalf of

14 Annex K – Tender Stage Risk Register

Colwyn Bay Waterfront – Old Colwyn Coastal Defence & Active Travel Improvements – Phase 3 Tender Stage Risk Register

Ref	Risk Item	Consequence	Mitigation Description
	Scheme Approvals		
1	Planning restrictions imposed on scheme – discharge of planning conditions	Unforeseen constraints placed on work activities	Close liaison with CCBC planning and regulatory services, local residents and businesses.
2	Delay with Marine Consents Unit (MCU) – Existing license extension request	Delay to construction start date.	Contact to be maintained with NRW throughout application process. NRW to be informed of the required key programme decision dates.
3	Delay with other 3 rd party approvals – Crown Estates, Welsh Government, Planning, STATS providers, Network Rail.	Delay to programme and construction start date. Unforeseen constraints placed on work activities	CCBC to maintain close liaison with internal and 3 rd party approval bodies.
4	Delay of final funding approval	Delay to construction start date.	Discussions to be held with the Welsh Government regarding funding constraints, envisaged construction programme and delay risks.
5	Reduction of budget availability	Reduced scope of works	CCBC to obtain confirmation of grant funding allocation and any funding constraints.
6	Objections from local business and members of the public.	Cost and Time implications.	Information day to be held prior to contract award to provide public with information on the scheme. Site information boards, providing details of the scheme to be erected prior to commencement of works.