

SOUTH WEST WATER LIMITED

Conditions under which trenchwork may be carried out

1. GENERAL

- (i) The Developer shall excavate all the trenches for the mains free of charge to the South West Water Limited (hereinafter called "the Company") and shall undertake and be responsible for the following at no charge to the Company:-
- (a) On site trial holes as agreed by the Company.
 - (b) On site trench excavation, complete with necessary battering, support/shoring, dewatering, lighting and guarding.
 - (c) Extra trench width excavation for valve chambers, thrust blocks, anchor blocks, meters, prv's and other ancillary apparatus.
 - (d) The provision of a suitable machine and operator to lift and distribute pipes and fittings along the line of the trench and to lower pipes and fittings into the trench as required by the Company.
 - (e) The provision of appropriate pipe bedding material, either:
Selected as-dug material (subject to approval by the Company).
Imported pipe bedding and backfill, as appropriate.
 - (f) The backfilling and consolidation of trenches, and disposal of any surplus material arising from the trench excavations.
 - (g) Protection and support to water main, other pipes, cable as required to allow the main to cross any natural or artificial obstacles/obstructions.
 - (h) Any temporary or permanent diversion of any natural or artificial obstacle.
 - (j) The full reinstatement of the land (including all below-ground drains/services) and all associated working areas.
 - (k) The reinforcement and maintenance of surfaces adjacent to the trenchline.
 - (l) Any other works or matters necessary for or ancillary to compliance with any of the conditions set out below.
- (ii) The Developer shall indemnify the Company against any claim arising out of the provision, maintenance or backfilling of trenches or the reinstatement of any surface or any other works undertaken by the Developer ancillary to the provision of the water mains.
- (iii) Where works are to be undertaken in accordance with these conditions:-
- (a) in land entirely owned and occupied by the Developer; or
 - (b) the Developer is contracted to the owner and occupier of the land to undertake such works,

2. STATUTORY OBLIGATIONS, FEES AND CHARGES

The Developer shall comply with all notices required by any statute, any statutory instrument, rule or order and any regulation or byelaw applicable to the works and shall pay all fees and charges in respect of the works legally recoverable from him.

3. OFF-SITE TRENCHES

- (i) The Company reserves the right at its sole and absolute discretion to undertake all excavation and backfilling of trenches or any part thereof in any land not owned and occupied by the Developer.
- (ii) The Developer shall not enter onto land not owned and occupied by him except at such times as he is so authorised in writing by the Company.

4. TRIAL HOLES

The Developer shall excavate such trial holes as are necessary to locate the exact position of any existing pipes, cables or other underground apparatus or as shall be required by the Company and shall be of the same depth as that proposed for the water main trenches. The trial holes shall be the entire responsibility of the Developer and shall not be refilled until the Company's staff have made such measurements as they may require and the Developer shall provide and maintain all necessary support and protection for any apparatus so located at his own expense. Any damage occasioned by the Developer shall be notified to the appropriate authority and the Developer shall be responsible for and bear all costs resulting from any such damage.

5. CO-ORDINATED APPARATUS

Any trench excavated under the terms and conditions set out herein for the laying of a water main will be for the sole and exclusive use of the Company. No other pipes, cables or other apparatus whether belonging to a public utility or otherwise shall be laid in any such trench without the written consent of the Company. Such consent will not be unreasonably withheld but may be subject to such terms and conditions as the Company may at their discretion determine.

6. DEALING WITH WATER

The Developer shall provide free of charge to the Company all the necessary labour, plant, materials and equipment (including all necessary pumps) to ensure that the trench excavation is kept dry and free from scour.

7. SUPERVISION

The Developer shall at all reasonable times during the course of the undertaking of the works, keep upon the site of the works a competent person in charge. All works shall be to the entire satisfaction of the Company and the Developer shall provide all facilities to enable the Company's representatives, servants or agents to inspect the works at any time.

8. SUB-CONTRACTING

No sub-letting shall relieve the Developer from the responsibility for the works nor from active supervision of the works during their progress.

9. SETTING OUT

(i) Before the Company will lay any main, the site shall be accurately set out with the kerb foundations laid, to ensure that all subsequent work is carried out to the correct line and level.

(ii) The Company may at its entire discretion agree to install the whole or any part of the mains extension in a trench excavated to line and level pegs.

(iii) The Developer is solely responsible for the accuracy of any kerbs, kerb foundations, pegs or any other marker and will pay to the Company the full cost (including overheads) of excavating trial holes to establish the extent of any error in the position of the Company's main resulting from any alteration or error in the setting out of the kerbs, kerb foundations, pegs or markers and the cost of relaying any main found to be wrongly laid in consequence thereof.

10. EXCAVATION OF TRENCH

(i) The mains will be laid in the appropriate positions shown on the Company's mains extension plan and their line and level shall be at the entire discretion of the Company.

(ii) Excavation of the trenches will be carried out in conjunction with the laying programme and the line and length of any excavation open at any time shall be determined by a duly authorised officer of the Company.

(iii) The water mains will be laid wherever possible beneath footpaths, verges or service strips and the trench shall be excavated to such a depth so as to give 900mm cover above the main to the final surface level above it.

(iv) The width of the trench shall be 450mm or 600mm or the outside diameter of the pipe plus 300mm whichever is the greater.

(v) The trench bottom shall be evenly graded and free from large stones or points of rock so that the pipes can be evenly bedded. Where rock occurs in the bottom of the trench it shall be excavated to a uniform grade at least 75mm below the bottom of the pipes and the space shall be refilled with suitable fine material approved by a duly authorised officer of the Company at his entire discretion and shall be thoroughly rammed and graded before the pipes are laid thereon.

The bottom of the trench shall be additionally excavated to receive the socket of each pipe and the trench shall be widened as required for junctions, valve boxes, thrust and anchor blocks and similar ancillary apparatus.

(vi) If the trench is excavated to a greater depth than required, it shall be filled in to the complete width of the trench up to the level of the pipe with lean mix concrete 10/20, or some other suitable material approved by a duly authorised officer of the Company.

(vii) Where other undertakings propose to lay pipes, cables or ducts in the same trench, the width of the trench shall be sufficient to allow at least 150mm horizontal clearance between the apparatus laid and any additional excavation or ancillary works will be the entire responsibility of the Developer.

(vii) The Company at its entire discretion may require the sides of the trench to be battered or adequately supported by properly fixed and strutted timbers or metal sheeting and the Developer will undertake any such work at no cost to the Company.

11. LIGHTING AND FENCING

The Developer shall undertake and be responsible for the adequate lighting, fencing, signing and security of all trenches and such trial holes as are not immediately backfilled.

12. LAYING

(i) The Developer shall provide a suitable machine and operator to distribute and lower the pipes and fittings and shall provide evidence on request of the machine's suitability. A valid Certificate of Exemption Nr. CON(LO)/1981/2 (General) Excavators, Loaders and Combined Excavators/Loaders, shall be deemed to be sufficient evidence of a machine's suitability up to the maximum of the safe working load endorsed thereon. The machine and operator shall be available and shall work at all times with the Company's staff whilst they are on site.

(ii) The Developer shall distribute the pipes and fittings along the length of the trench and lower them into the trench bottom as directed by a duly authorised officer of the Company.

(iii) Laying of the mains will not commence until all trenches required by the Company have been inspected, are free from obstruction and to the entire satisfaction of the Company so as to enable complete laying of the whole of the mains extension in one continuous operation. The trench shall be excavated 24 hours in advance of laying.

(iv) The Developer shall provide granular bedding material Type 'A' for Pipes, consisting of aggregates from natural sources or sintered pulverised fuel ash complying with the relevant provisions of BS 882 and BS 3797, Part 2, respectively relating to single sized aggregate Type A10 sufficient to bed and surround the new mains.

The Company may at its entire discretion permit the use of selected as-dug material from the site if sufficient fine material of the appropriate quality is available.

(v) The Company may at its entire discretion agree to lay any part of the mains before the whole of the trenches have been excavated and will not unreasonably refuse to lay short road crossings to facilitate a Developer's construction programme.

However, if a Developer requests any section of main to be laid and commissioned ahead of, or in addition to the Company's programme then the Developer shall pay to the Company in advance £1500, for each separate section of mains so requested.

(vi) The Developer shall provide at no cost to the Company shuttering and 20/20 concrete for the construction of thrust and chamber bases by the Company's staff or other similar uses and shall distribute the concrete to such point or points as directed by the Company's staff.

13. BACKFILLING AND REINSTATEMENT OF SURFACE

As soon as the main or at the entire discretion of the Company any part thereof has been laid (and before the hydraulic test can be carried out) the Developer shall undertake the backfilling of the trenches as follows:-

(i) Where required by the Company, suitable fine material as specified in Clause 13(iv) above shall be made available at no cost to the Company for placing by the Developer under and around the barrel length of each pipe and to a depth of at least 150mm below and over the top of each pipe. The Developer shall place the fine material into the trench as required.

(ii) The remainder of the trench shall be backfilled by the Developer with appropriate materials, free from tree roots, vegetable material, building rubble and large rocks, in layers not exceeding 250mm deep, each layer being well-compacted.

(iii) The Developer shall use all due care during the backfilling and, subsequently, to ensure that any water mains, sluice valves, hydrants, chambers or any other apparatus provided by the Company are not damaged or displaced.

(iv) Where the main crosses the ditch, open drain or watercourse the Developer shall undertake all necessary works to the banks thereof to restore them to their former condition and to ensure that no erosion or scour is caused directly or indirectly by the provision of the mains extension either at the point of crossing or elsewhere.

(v) The Developer shall be responsible for the disposal of any surplus excavated material and shall clear away from the site of the works all rubbish arising there from and leave the site in a clean and workmanlike condition to the satisfaction of the Company.

(vi) The Developer shall undertake all reinstatement of the surfaces and be responsible therefore.

(vii) The Developer shall be responsible for the ongoing maintenance and safety of the trench and all associated works, equipment and materials.

(viii) Notwithstanding the above provisions all backfilling and reinstatement operations shall be to the entire satisfaction in all respects of the Company and where appropriate the relevant Highway Authority and the Developer shall repay to the Company any charges levied by the Highway Authority on the Company consequent upon or incidental to the excavation, backfilling or reinstatement of the trenches.

14. SERVICE CONNECTIONS

The Developer shall install and be responsible for the accuracy of the kerbs, pegs or other markers indicating the line and level of the back edge of any footpath or service strip so that the Company can install the stopcocks in the correct position.

The Developer will pay to the Company the full cost (including overheads) of repositioning any of the Company's main, service pipes, stopcocks or other apparatus or of any other works resulting from any error or inaccuracy in the positioning of any such kerb, peg or marker.

15. FINAL INSPECTION

The Developer shall notify the Company and arrange for an inspection of all surface covers and chambers on hydrants, valves, stopcocks and all similar apparatus by a duly authorised officer of the Company prior to the roads and footpaths under which the mains are laid being given their final surfacing and their submission to the Highway Authority for adoption and any defects discovered by the Company caused by the action or negligence of the Developer or his agents or sub-contractors will be repaired by the Developer at no cost to the Company.

16. INJURIES TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY

(i) The Developer shall be liable for and shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the carrying out of the works and maintenance thereof, and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect thereof, unless due to any act or neglect of the Company or of any person for whom the Company is responsible.

(ii) The Developer shall have in force throughout the execution of the works and shall require any sub-contractors to have in force:-

(a) Employer's Liability Insurance, and

(b) Public Liability Insurance for such sums and range of cover as the Developer deems to be appropriate, but not less than a sum of £5 000 000 (Five Million Pounds) for any one incident unless otherwise agreed by the Company in writing.

(iii) All insurance policies shall include a Principal's Indemnity Clause.

17. SITE SAFETY

The works shall be carried out with proper regard to the safety of employees or any other persons entering upon the site of the works, and the Developer shall observe and conform with all Statutory Enactments and Regulations and Byelaws relating to safety. The Developer shall be responsible for and bear all costs of supplying and of doing all things required.

18. COMPENSATION TO THE OWNER OR OCCUPIER OF LAND

The Developer shall take all reasonable and proper precautions to minimise damage resulting directly from the works. The Company reserve the right to undertake all negotiations and at their sole and absolute discretion to settle all claims for compensation or otherwise in respect of loss, damage or disturbance sustained by any person arising directly or indirectly from the provision, maintenance or backfilling of the trenches or the reinstatement of any surface or any other works undertaken by the Developer ancillary to the provision of the water mains and the Developer shall reimburse the Company for any such sums as the Company are liable to pay in respect thereof. The Developer will undertake such works as are reasonably practicable to reinstate any damage caused.

19. DITCHES, OPEN DRAINS AND WATERCOURSES

(i) Where the main crosses a ditch, open drain or watercourse it shall unless otherwise determined by the Company at its entire discretion be laid beneath the bed thereof.

(ii) The trench shall be excavated in accordance with the above provisions except that it shall be of such a depth so as to give 750mm cover above the main to the true cleaned bottom of the ditch, open drain or watercourse and the width of the trench between the banks of the ditch, open drain or watercourse shall be 1500mm plus the outside diameter of the pipe.

(iii) The Developer shall provide at no cost to the Company shuttering and 20/20 concrete for placing by the Company over the main across the full width of the trench between the two banks and extending 500mm along the trench beyond each bank to a depth of 150mm.

(iv) All ditches, open drains and watercourses interfered with either directly or indirectly by the construction of the mains extensions will so far as is reasonably practicable be maintained by the Developer during the construction period, and any material placed within the channel or floodplain during the course of the works shall be removed by the Developer as soon as its function has been fulfilled.

(v) In executing the works the Developer shall take all necessary precautions to secure the efficient protection of all rivers, streams, ditches, open drains or any other watercourse together with water in underground strata against silting, erosion and pollution which may be likely to contaminate water supplies or cause injury to animal or plant life.

20. FENCING OF LAND

All working strips required to be used by the Company or the Developer will, unless the occupier of the land agrees otherwise with the Company, be fenced by the Developer at his own expense prior to construction of the mains extension with an adequate stock proof fence of a type approved by the Company. The Developer shall be responsible at his own expense for erecting straining posts in field boundary fences where they are intercepted by the working area and each part of the field boundary fence shall be secured and strained to these straining posts. Where no stock is kept on the adjoining land the Company may at its entire discretion approve the delineation of the outer limit of the land to

be used by a post and rope or wire fence. All such fences shall be maintained in position during the construction of the mains extension and thereafter until reinstatement of the land is complete.

21. BRUCELLOSIS

Where the water main is to be laid through land grazed by accredited brucellosis-free herds or herds in the process of being accredited the Developer will comply with any recommendations made by the Ministry of Agriculture, Fisheries and Food or their local Divisionary Veterinary Officer relating to the control of brucellosis.

22. WATER SUPPLIES AND OTHER SERVICES

The Developer shall ensure as far as is reasonably practicable that the works undertaken by him do not cause the existing water supplies, drainage systems or other services to be interrupted or detrimentally affected failing which the Developer will at his own expense make good all damage caused. The Developer will also take all reasonably practicable steps to prevent the pollution of water supplies or watercourses.

23. SPORTING RIGHTS

The Developer will prevent his agents and servants from carrying firearms or bringing dogs or other animals onto land affected by the provision of the mains extension and of which it is not the owner and occupier and will take all reasonably practicable steps to protect fishing or sporting rights in or over such land.

24. AREAS INFECTED BY DISEASE

Should an area through which it is proposed to lay the mains extension be declared an infected area on account of foot and mouth disease, fowl pest, swine fever or other disease notifiable under the Animal Health Act 1981 or any modification or re-enactment thereof or if not declared an infected area is an area in which an outbreak of a notifiable disease has been confirmed, the Developer shall cease all works and make no further entry on to the land. All further works will then be the subject to such timetable and such conditions as may be imposed by the Ministry of Agriculture Fisheries and Food or determined at its entire discretion by the Company.

25. ARBITRATION

Any dispute or difference arising between the Company and the Developer as to their respective rights or obligations or as to any matter or thing arising out of or connected with the subject matter of the mains extension financing agreement shall be referred to a single arbitrator to be appointed by the Company and the Developer or in default of agreement to be named by the President for the time being of the Institution of Civil Engineers at the request of the first party to apply and such reference shall be deemed to be a submission to arbitration pursuant to the provisions of the Arbitration Act, 1950 or any statutory modification or re-enactment thereof for the time being in force.

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