

**Construction of
Mountain Bike Trails
in Carron Valley Forest
Phase 1**

VOLUME 1

FORM OF TENDER

CONDITIONS OF CONTRACT

SPECIFICATION

BILL OF QUANTITIES

ENGINEER FOR THE WORKS

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VOLUME 2

Contract Details

SHORT TITLE OF WORKS:-

All Permanent and Temporary Works in connection with:

Contract Title : Construction of Mountain Bike Trails in Carron Valley Forest – Phase 1

FORM OF TENDER INCORPORATING
ANTI-COLLUSION AND PROMPT
PAYMENT CERTIFICATES
(Note: The Appendix forms part of the Tender)

To: Carron Valley Development Group, c/o [REDACTED]

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

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

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

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

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

Dated this day of 20

Signature In capacity of

Duly authorised to sign tenders for and on behalf of:-

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

Fax No:- Telephone No:-

ANTI-COLLUSION CERTIFICATE

1. We certify that this tender is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of any contract for the work:-
 - (i) (a) communicate to any person [outside this consortium] other than the person calling for these tenders the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any person [outside this consortium] that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
 - (ii) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person [outside this consortium] for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or think of the sort described at (i)(a) or (b) above.
2. We further certify that the principles described in paragraphs 1(i) and (ii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
 3. In this certificate, the word 'person' includes any persons and any body or association, corporate or unincorporated; 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this tender is made.

Dated this day of 20

Signature In capacity of

Duly authorised to sign tenders for and on behalf of:-

Postal Address:-

.....

.....

Fax No:-

Telephone No:-

PROMPT PAYMENT CERTIFICATE
(Note: This Certificate forms part of the Tender).

1. Having examined the provisions of the Conditions of Contract designed to ensure the prompt payment of sub-contractors we certify that:-
- (1) Any sub-contract for works entered into by the Contractor shall provide for timely payment of the sub-contractor on terms comparable to those detailed in clause 15 of the Federation of Civil Engineering Contractors Form of Sub-Contract dated September 1984 ('The Blue Form') except for the following modifications:-
 - (a) in sub-clause (3)(a) delete the words:- 'or otherwise as agreed'
 - (b) sub-clause (3)(b)(iv) is deleted and replaced by:- 'Not used'
 - (c) in sub-clause (3)(c) line 1 delete:- '(iv)'
 - (d) in sub-clause (3)(f) line 2 delete the words:-

'or in the event of payment being withheld pursuant to sub-clause 15(3)(b)(iv)'
 - (e) sub-clause (3)(g) is deleted.
 - (2) For any other contract for goods and/or services the Contractor shall pay his suppliers within 30 days of the receipt of a valid demand for payment, or within any other period as may be normal practice within the industry for the supply of such goods and services.
 - (3) We understand that failure by us to comply with sections (1) and (2) above and/or failure to act in accordance with the provisions for prompt payment of sub-contractors/suppliers found within the Conditions of Contract will be taken into account as provided for by the EC Works Directive when considering future tendering opportunities for our Company or any future Company which may be formed by us.

Dated this day of 20

Signature In capacity of

Duly authorised to sign tenders and certify acceptance of the provisions of the Prompt Payment Certificate for and on behalf of:-

Postal Address:-

.....

Fax No:- Telephone No:-

GOODS VEHICLE OPERATOR LICENSING CERTIFICATE
(Note: This Certificate forms part of the Tender)

Throughout the whole of the period of the Contract we certify that:-

- (1) We shall ensure by inspection that:-
 - (a) any vehicle operator present on the site or who has cause to enter upon the Site is in possession of a full and currently valid 'Goods Vehicle Operator licence' - ('O' - Licence') - in compliance with all statutory requirements in force, or
 - (b) where, on rare occasions, an operator appears to be using a vehicle legitimately, but is unable to present a valid 'O' - Licence disc for that vehicle, evidence will be required to be produced that an application to the relevant Traffic Area Office has been made.

We shall not permit any Vehicle Operator who does not have, or reasonably expect to have, possession of a currently valid 'Goods Vehicle Operator Licence' access to the Site.

- (2) We shall ensure that any Vehicle Operator present on the Site for the purposes of carrying out the Works whose 'Goods Vehicle Operator Licence' is revoked for whatever reason will be immediately required by us to remove his personnel and vehicles from the Site, or act as otherwise directed by the appropriate enforcement authorities.
- (3) We understand that failure by us to comply with sections (1) and (2) above and/or failure to act in accordance with the provisions herein and the Conditions of Contract will be taken into account as provided for by the EC Works Directive when considering future tendering opportunities for our Company or any future Company which may be formed by us.

Dated this day of 20

Signature In capacity of

Duly authorised to sign tenders and certify acceptance of the above provisions of the Goods Vehicle Operator Licensing Certificate for and on behalf of:-

Postal Address:-

.....

.....

Fax No:- Telephone No:-

APPENDIX

(Note:- Relevant Clause numbers are shown after the description)

Minimum Amount of Insurance, (23(2)) (in respect of any one incident) £5,000,000

Time for Completion, (43) _____ Weeks (subject to a maximum of 12 weeks)

Liquidated Damages for Delay (47)

For the Whole of the Works Column 1, see 47(1)
£per day

Column 1 Liquidated Damages for this Contract have been calculated as follows:

(A) (Tender Total at Award Date) / (Contract Period in days) = £ per day

(A) The daily rates for Liquidated Damages in the schedule are completed by the Employer immediately prior to award of the Contract.

Amount of Bond, (10) Not Required.

Period of Maintenance, ((1)) 52 Weeks

Percentage of Value of goods and Materials to be included in Interim Certificates, (60(2)(b)) 95%

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

(**) To be calculated by the Employer using the following formula:-
Total sum of the accepted Tender divided by Contract Period (months) =
(£ Sum) divided by 4 = £ (Minimum value of interim certificates).

The Arbitration procedure to be used is [66(11)A]

The Institution of Civil Engineers Arbitration Procedure (1997)

Reference Date: 27 April 2005

CONDITIONS OF CONTRACT

The Conditions of Contract referred to in the Tender shall be the Conditions of Contract (Fifth Edition) (June 1973) (Revised January 1979) (Reprinted January 1986) approved by the Institution of Civil Engineers jointly with the Association of Consulting Engineers and the Federation of Civil Engineering Contractors and commonly known as the ICE Conditions of Contract, modified and added to as below.

CLAUSE 1

Sub-clause (1)(a) is deleted and substituted by the following:-

- (a) 'Employer' means Carron Valley Development Group (working on behalf of Forestry Commission Scotland) and includes the Employer's personal representatives;

sub-clause (1)(c) is deleted and substituted by the following:-

- (c) 'Engineer' means Ruairidh Munro, Carron Valley Development Group or other Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purposes of the Contract in place of the said Ruairidh Munro.

Sub-clause (1)(q) The following sub-clause is added:

- (q) "Rate" as described in Clause 26(1) does not include any charge or rate levied by any Water Authority for the supply of water and this shall be deemed to be included in the Tender Sum and shall not be specifically recoverable from the Employer.

Sub-clause (1)(p) - Not Used

Sub Clause (1)(s) The following sub clause is added:-

(s) The "Reference Date" (Clause 003 of The Specification for Highway Works) is a date not later than that on which tender documents are dispatched, or are available for collection, and is indicated in the Appendix to the Form of Tender. It is the date on which British Standards and British Standards Codes of Practice which do not themselves include a date are deemed to be incorporated in the contract once let.

CLAUSE 7(1) and (3)

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

CLAUSE 10

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

CLAUSE 14

Sub-clauses (1) and (2) are deleted and substituted by the following:

Programme to be Furnished

- (1) Within 2 weeks of the acceptance of his Tender the Contractor shall submit to the Engineer, for his approval, a programme presented in a form as stated in the Specification showing critical dates and the sequence in which he proposes to carry out the Works, and thereafter shall furnish within TEN days from the receipt by him of a request in writing from the Engineer such further details and information as the Engineer may reasonably require in regard thereto. This programme shall take account of the effects of phasing the Works to suit all of the requirements of the Contract. The contractor shall at the same time provide in writing, for the information of the Engineer, a general description of the arrangements and methods of construction which the Contractor proposes to adopt for the carrying out of the Works.

Revision of Programme

- (2) Should the Engineer consider at any time that the actual progress of the works does not conform to the approved programme referred to in sub-clause (1) of this clause, the Engineer shall be entitled to require the contractor to produce within 14 days from the date of a request in writing from the Engineer, a revised programme showing the modifications to the original programme necessary to ensure completion of the Works, or any Section of the Works, within the time for completion as defined in Clause 43 or extended time granted pursuant to the Clause 44(2).

CLAUSE 19

The following sub-clause is added:

- (1)(a) The site is considered to be a "hard hat" site. All contract personnel on site shall wear appropriate head protection at all times.

CLAUSE 21

The existing Clause is deleted and substituted by the following:-

Insurance of Works

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

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

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

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

Such insurances shall be effected with an insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall whenever required produce to the Employer the policy or policies of insurance and the receipts for payment of the current premiums.

CLAUSE 22

The existing Clause is deleted and substituted by the following:-

Damage to Persons and Property

- (1) The Contractor shall (except if and so far as the Contract otherwise provides) indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or property whatsoever (other than the works for which insurance is required under Clause 21 but including surface or other damage to land being the Site suffered by any persons in beneficial occupation of such land) which may arise out of or in consequence of the construction and maintenance of the Works and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto. Provided always that:-
 - (a) the Contractors liability to indemnify the Employer as aforesaid shall be reduced proportionately to the extent that the act or neglect of the Employer his servants or agents may have contributed to the said loss injury or damage;
 - (b) nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:-
 - (i) damage to crops being on the Site (save in so far as possession has not been given to the Contractor);
 - (ii) the use or occupation of land (which has been provided by the Employer) by the Works or any part thereof or for the purpose of constructing completion and maintaining the Works (including consequent losses of crops) or interference whether temporary or permanent with any right of way light air or water or other easement or quasi easement which are the unavoidable result of the construction of the works in accordance with the Contract;
 - (iii) the right of the Employer to construct the Works or any part thereof on over under in or through any land;
 - (iv) except as provided by sub-clause (3) of this Clause injuries or damage to persons or property resulting from any act or neglect or breach of statutory duty done or committed by the Engineer or the Employer his agents servants or other contractors (not being employed by the Contractor) or for or in respect of any claims demands proceedings damages costs charges and expenses in respect thereof or in relation thereto.

Indemnity by Employer

- (2) The Employer will save harmless and indemnify the Contractor from and against all claims demands proceedings damages costs charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) of this Clause. Provided always that the Employer's liability to indemnify the Contractor under paragraph 9 (v) of proviso (b) to sub-clause (1) of this Clause shall be reduced proportionately to the extent that the act or neglect of the Contractor or his sub-contractors servants or agents may have contributed to the said injury or damage.

Extension of Indemnity

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

CLAUSE 28

The existing Clause is deleted and substituted by the following:-

Patent Rights and Royalties

- (1) The Contractor shall except as provided in sub-clause (3) below save harmless and indemnify the Employer from and against all claims and proceedings for or on account of use of any patent rights design trade-mark or name or other protected rights in respect of any Constructional Plant machine work or material used for or in connection with the Works and from and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto.
- (2) Except where otherwise specified the Contractor shall pay all tonnage and other royalties rent and other payments or compensation (if any) for getting stone and gravel clay or other material required for the Works.
- (3) Not Used

CLAUSE 29

The following sub-clauses are added:-

Pollution

- (3) Subject and without prejudice to any other provision of the Contract the Contractor shall take all necessary precautions in connection with any underground water resources (including percolating water) rivers streams waterways drains watercourses lakes ditches reservoirs and the like to prevent:
 - (i) any interference with the supply to or abstraction from such courses
 - (ii) silting
 - (iii) Erosion of their beds or banks
 - (iv) 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.
- (4) The Contractor shall take all necessary measures to prevent damage loss injury or nuisance caused by mud dirt stones or other material used or generated whilst carrying out the Works. This shall include but not be limited to ensuring that no fuel or lubricant mud dirt stones or other material is spilled or deposited on the roads and footpaths contiguous with the site or the spoil area whether or not it is open to traffic. This condition applies particularly to vehicles instructed by or under the control of the Contractor, his sub-contractors and suppliers.
- (5) The Contractor shall take all necessary measures and employ any necessary equipment to prevent damage loss injury or nuisance caused by smoke or dust generated whilst carrying out

the Works.

- (6) The Contractor shall provide, when required by the Engineer, proper temporary means whereby owners and occupiers of land or property adjoining the works shall have pedestrian and vehicular access to that land or property. The Contractor shall remove such temporary access and make good when the access is no longer required by the Engineer.

CLAUSE 30

The following sub clause is added:-

Routing of Vehicles

- (4) Without prejudice to the foregoing provisions of this Clause the Contractor his sub contractors and suppliers shall comply with the requirements given in the Contract for the routing of their vehicles. The Contractor shall erect and maintain in good condition signs of a type approved by the Engineer giving effect to these routing requirements.

CLAUSE 34 - Not Used

CLAUSE 42 - Not Used.

CLAUSE 52(3)

Add the following after 'Daywork' in line 7:-

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

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

In line 6 replace "Federation of Civil Engineering Contractors" with "Civil Engineering Contractors Association".

CLAUSE 57

The existing Clause is deleted and substituted by the following:-

Method of Measurement

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

CLAUSE 60(2)

In line 13 of the existing Clause before 'The Engineer' insert:-

'Prior to the date of issue of a Certificate of Completion for the whole of the Works

CLAUSE 60(6)

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

Interest on Overdue Payments

- (6) In the event of failure by the Engineer to certify or the Employer to make payment in

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

CLAUSE 63

The existing Clause is deleted and substituted by the following:-

Determination of Contractor's Employment

- (1) If (a) the Contractor shall be in default in that he
- (i) becomes bankrupt or has a receiving order or administration order made against him or presents his petition in bankruptcy or makes an arrangement with or assignment in favour of his creditors or agrees to carry out the Contract under a committee of inspection of his creditors or (being a corporation) goes into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or
 - (ii) assigns the Contract without the consent in writing of the Employer first obtained or
 - (iii) has an execution levied on his goods which is not stayed or discharged within 28 days.

or

- (b) the Engineer certifies in writing to the Employer that in his opinion the Contractor
- (i) has abandoned the Contract or
 - (ii) without reasonable excuse has failed to commence the works in accordance with Clause 41 or has suspended the progress of the Works for 14 days after receiving from the Engineer written notice to proceed or
 - (iii) has failed to remove goods or materials from the Site or to pull down and replace work for 14 days after receiving from the Engineer written notice that the said goods materials or work have been condemned and rejected by the Engineer or
 - (iv) despite previous warning by the Engineer in writing is failing to proceed with the Works with due diligence or is otherwise persistently or fundamentally in breach of his obligations under Contract.
 - (v) has to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary sub-let any part of the Contract.

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

Completing the Works

- (2) Where the Employer has entered upon the Site and the Works as herein before provided he may himself complete the Works or may employ any other Contractor to complete the Works and the Employer or such other contractor may use for such completion so much of the

Contractor's Constructional Plant Temporary Works goods and materials which have been deemed to become the property of the Employer under Clauses 53 and 54 as he or they may think proper and the Employer may at any time sell any of the said Contractor's Constructional Plant Temporary Works and unused goods and materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

Assignment to Employer

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

Payment After Determination

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

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

Valuation at Date of Determination

- (5) As soon as may be practicable after any such entry and expulsion by the Employer the Engineer shall fix and determine as at the time of such entry and expulsion.
 - (a) the amount (if any) which had been reasonably earned by or would reasonably accrue to the Contractor in respect of work actually done by him under the Contract and
 - (b) the value of any unused or partially used goods and materials and any Contractor's Constructional Plant and Temporary Works which had been deemed to become the property of the Employer under Clauses 53 and 54.

and shall certify accordingly.

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

CLAUSE 66

Avoidance and Settlement of Disputes

Delete existing Clauses 66(1)-(6) and replace with new Clauses 66(1)-(12) below:-

Avoidance of disputes

- (1) In order to overcome, where possible, the causes of disputes and in those cases, where disputes are likely still to arise to facilitate their clear definition and early resolution (whether by agreement or otherwise), the following procedure shall apply for the avoidance and settlement of disputes.

Matters of dissatisfaction

If at any time

- (a) the Contractor is dissatisfied with any act or instruction of the Engineer's Representative or any other person responsible to the Engineer or
- (b) the Employer or the Contractor is dissatisfied with any decision, opinion, instruction, direction, certificate or valuation of the Engineer or with any other matter arising under or in connection with the Contract or the carrying out of the Works.

the matter of dissatisfaction shall be referred to the Engineer who shall notify his written decision to the Employer and the Contractor within one month of the reference to him.

Disputes

- (3) The Employer and the Contractor agree that no matter shall constitute nor be said to give rise to a dispute unless and until in respect of that matter
 - (a) the time for the giving of a decision by the Engineer on a matter of dissatisfaction under Clause 66(2) has expired or the decision given is unacceptable or has not been implemented and in consequence, the Employer or the Contractor has served on the other and on the Engineer, a notice in writing (hereinafter called the Notice of Dispute) or
 - (b) an adjudicator has given a decision on a dispute under Clause 66(6) and the Employer or the Contractor is not giving effect to the decision, and in consequence, the other has served on him and the Engineer, a Notice of Dispute

and the dispute shall be that stated in the Notice of Dispute. For the purposes of all matters arising under or in connection with the Contract or the carrying out of the Works, the word "dispute" shall be construed accordingly and shall include any difference.

- (4) (a) Notwithstanding the existence of a dispute following the service of a Notice under Clause 66(3) and unless the Contract has already been determined or abandoned, the Employer and the Contractor shall continue to perform their obligations.
- (b) The Employer and the Contractor shall give effect forthwith to every decision of
 - (i) the Engineer on a matter of dissatisfaction given under Clause 66(2) and
 - (ii) the adjudicator on a dispute given under Clause 66(6)

unless and until that decision is revised by agreement of the Employer and Contractor or pursuant to Clause 66.

Conciliation

- (5) (a) the Employer or the Contractor may at any time before service of a Notice to Refer to arbitration under Clause 66(9) by notice in writing seek the agreement of the other for the dispute to be considered under the Institution of Civil Engineers' Conciliation Procedure (1994) or any amendment or modification thereof being in force at the date of such notice.
- (b) If the other party agrees to this procedure, any recommendation of the conciliator shall be deemed to have been accepted as finally determining the dispute by agreement so that the matter is no longer in dispute unless a Notice of Adjudication under Clause 66(6) or a Notice to Refer to arbitration under Clause 66(9) has been served in respect of that dispute not later than 1 month after receipt of the recommendation by the dissenting party.

Adjudication

- (6) (a) The Employer and the Contractor each has the right to refer any dispute as to a matter under the Contract for adjudication and either party may give notice in writing (hereinafter

called the Notice of Adjudication) to the other at any time of his intention so to do. The adjudication shall be conducted under the Institution of Civil Engineers' Adjudication Procedure (1997) or any amendment or modification thereof being in force at the time of the said Notice.

- (b) Unless the adjudicator has already been appointed, he is to be appointed by a timetable with the object of securing his appointment and referral of the dispute to him within 7 days of such notice.
 - (c) The adjudicator shall reach a decision within 28 days of referral or such longer period as is agreed by the parties after the dispute has been referred.
 - (d) The adjudicator may extend the period of 28 days by up to 14 days with the consent of the party by whom the dispute was referred.
 - (e) The adjudicator shall act impartially.
 - (f) The adjudicator may take the initiative in ascertaining the facts and the law.
- (7) The decision of the adjudicator shall be binding until the dispute is finally determined by legal proceedings or by arbitration (if the contract provides for arbitration or the parties otherwise agree to arbitration) or by agreement.
- (8) The adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith and any employee or agent of the adjudicator is similarly not liable.

Arbitration

- (9) (a) All disputes arising under or in connection with the Contract or the carrying out of the Works other than failure to give effect to a decision of any adjudicator shall be finally determined by reference to arbitration. The party seeking arbitration shall serve on the other party, a notice in writing (called the Notice to Refer) to refer the dispute to arbitration.
- (b) Where an adjudicator has given a decision under Clause 66(6) in respect of the particular dispute, the Notice to Refer must be served within three months of the giving of the decision, otherwise it shall be final as well as binding.

Appointment of arbitrator

- (10) (a) The arbitrator shall be a person appointed by agreement of the parties.

President or Vice-President to act

- (b) If the parties fail to appoint an arbitrator within one month of either party serving on the other party a notice in writing (hereinafter called the Notice to Concur) to concur in the appointment of an arbitrator, the dispute shall be referred to a person to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.
- (c) If an arbitrator declines the appointment or after appointment is removed by order of a competent court or is incapable of acting or dies and the parties do not within one month of the vacancy arising fill the vacancy then either party may apply to the President for the time being of the Institution of Civil Engineers to appoint another arbitrator to fill the vacancy.
- (d) In any case where the President for the time being of the Institution of Civil Engineers is not able to exercise the functions conferred on him by this Clause, the said functions

shall be exercised on his behalf by a Vice-President for the time being of the said Institution.

Arbitration - procedure and powers

- (11) (a) Any reference to arbitration under this Clause shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory re-enactment or amendment thereof for the time being in force. The reference shall be conducted in accordance with the procedure set out in the Appendix to the Form of Tender or any amendment or modification thereof being in force at the time of the appointment of the arbitrator. Such arbitrator shall have full power to open up review and revise any decision, opinion, instruction, direction, certificate or valuation of the Engineer or an adjudicator.
- (b) Neither party shall be limited in the arbitration to the evidence or arguments put to the Engineer or to any adjudicator pursuant to Clause 66(2) or 66(6) respectively.
- (c) The award of the arbitrator shall be binding on all parties.
- (d) Unless the parties otherwise agree in writing, any reference to arbitration may proceed notwithstanding that the Works are not then complete or alleged to be complete.

Witnesses

- (12) (a) No decision, opinion, instruction, direction, certificate or valuation given by the Engineer shall disqualify him from being called as a witness and giving evidence before a conciliator, adjudicator or arbitrator on any matter whatsoever relevant to the dispute.
- (b) All matters and information placed before a conciliator pursuant to a reference under sub-clause (5) of this Clause shall be deemed to be submitted to him without prejudice and the conciliator shall not be called as witness by the parties or anyone claiming through them in connection with any adjudication, arbitration or other legal proceedings arising out of or connected with any matter so referred to him.

CLAUSE 67

The existing clause is deleted and substituted by the following:

Application to Scotland

- (1) If the Works are situated in Scotland the Contract shall in all respects be construed and operate as a Scottish contract and shall be interpreted in accordance with Scots Law and the provisions of this Clause shall apply and where any dispute in connection with the Contract is to be determined by a Court that Court shall be either the Court of Session, [REDACTED] or a Sheriff Court in Scotland.
- (2) In the application of Clause 66 the word 'arbiter' shall be substituted for the word 'arbitrator'. Any reference to the Arbitration Act 1996 shall be deleted and for any reference to the Institution of Civil Engineers' Arbitration Procedure (1997) there shall be substituted a reference to the Institution of Civil Engineers' Arbitration Procedure (Scotland) (1983).

CLAUSE 69

Tax Matters

Sub-clause(1) Delete existing Sub-clause(1) and insert new sub-clause(1) below:-

Labour-tax and landfill tax fluctuations

- (1) The rates and prices contained in the Bill of Quantities take account of the levels and incidence at the date for return of tenders (hereinafter called "the relevant date") of
 - (a) the taxes levies contributions premiums or refunds (including national insurance contributions but excluding income tax and any levy payable under the Industrial Training Act 1982 or any statutory re-enactment thereof for the time being in force) which are by law payable by or to the Contract (hereinafter called "a labour tax matter") and
 - (b) any landfill tax payable by the Contractor or his sub-contractors pursuant to the Finance Act 1996 (Sections 39-71 and Schedule 5) and the Landfill Tax Regulations 1996 or any statutory re-enactment or amendment thereof for the time being in force.

The rates and prices contained in the Bill of Quantities do not take account of any level or incidence of the aforesaid matters where, at the relevant date, such level or incidence does not then have effect but although then known is to take effect at some later date. The taking effect of any such level or incidence at the later date shall for the purposes of sub-clause (2) of this Clause be treated as the occurrence of an event.

Sub-clause(3) Add new sub-clause 69(3)(c):

- (c) any change in the level or incidence of landfill tax.

CLAUSE 71

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

The Construction (Design and Management) Regulations 1994

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

then in taking any action as such they shall state in writing that the action is being taken under the Regulations.
- (3) (a) Any action under the Regulations taken by either the Planning Supervisor or the Principal Contractor and in particular any alteration or amendment to the Health and Safety Plan shall be deemed to be an instruction by the Employer's Representative or a notification by the Contractor as the case may be. Where appropriate additional payment and/or extension of time shall be assessed in accordance with Clause 52. Provided that the Contractor shall in no event be entitled to any additional payment and/or extension of time in respect of any such action to the extent that it results from any action lack of action or default on the part of the Contractor.

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

SPECIAL CONDITIONS

CLAUSE 72

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

CLAUSE 72A

Prompt Payment of Sub-Contractors

For the purposes of performing this Contract

- (1) Any sub-contract for works entered into by the Contractor shall provide for timely payment of the sub-contractor on terms comparable to those detailed in Clause 15 of the Federation of Civil Engineering Contractors Form of Sub-Contract dated September 1984 ('The Blue Form') except for the following modifications:-
- (a) in sub-clause (3)(a) delete the words:-
'or otherwise as agreed'
 - (b) sub-clause (3)(b)(iv) is deleted and replaced by:- 'Not used'
 - (c) in sub-clause (3)(c) line 1 delete:- '(iv)'
 - (d) in sub-clause (3)(f) line 2 delete the words:-
'or in the event of payment being withheld pursuant to sub-clause 15(3)(b)(iv)'
 - (e) sub-clause (3)(g) is deleted.
- (2) For any other sub-contract for goods and/or services the Contractor shall pay his suppliers within 30 days of the receipt of a valid demand for payment, or within any other period as may be normal practice within the industry for the supply of such goods and services.

CLAUSE 72B - Not Used

CLAUSE 73

Corrupt Gifts and Payments of Commission

- (1) The Contractor or anyone employed by him or acting on his behalf shall not:
- (a) offer or give or agree to the giving to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Employer or for showing or forbearing to show favour or disfavour of any person in relation to this or any other Contract with the Employer; or
 - (b) enter into this or any other Contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been

disclosed in writing to the Employer.

- (2) Any breach of the above prohibitions or the commission of any offence under the Prevention of corruption Acts 1889 to 1916 or the giving of any fee or reward the receipt of which is an offence under sub-section (2) of Section 68 of the Local Government Scotland Act 1973 by the Contractor or anyone employed by him or acting on his behalf (whether such breach or offence is with or without the knowledge of the Contractor) in relation to this or any other Contract with the Employer shall entitle the Employer to enter upon the Site under Clause 63 and expel the Contractor therefrom and thereupon the provisions of Clause 63 shall have effect as if such breach or offence as aforesaid were expressed in Clause 63(1) as a ground therefore. In that case the Contractor shall not be entitled to payments on the Contract or Contracts beyond those (if any) provided for by Clause 63. In addition to the costs and expenses recoverable by the Employer as provided for in Clause 63(4) the Employer shall also be entitled to recover from the Contractor any other costs or losses incurred by the Employer consequent upon such entry and expulsion under this Clause and to receive from the Contractor such sums as in the opinion of the Employer represent the amount or value of any gift consideration paid or agreed to be paid in breach of this Clause.
- (3) In every sub-contract of any part of the Works the Contractor shall incorporate such provisions as will impose on the sub-contractor liabilities similar to those imposed on the Contractor by this Clause and such provision as will entitle the Contractor to determine the sub-contract on terms equivalent to those contained in Clause 63. In the event of any breach by the sub-contractor of any such provision the Contractor shall without prejudice to any of his obligations under this Contract take action in accordance with the terms of the sub-contract to exercise his rights against the sub-contractor. Failure by the Contractor to take action shall be grounds for the exercise by the Employer of his right under sub-clause (2) of this Clause to enter the site and expel the Contractor. When the Contractor exercises his rights against a sub-contractor in accordance with the Clause he shall make no claim nor agree to any claim being made on his behalf against the Employer in respect of any consequential delays and extra costs arising from the Contract.
- (5) Any dispute to the amount recoverable by the Employer from the Contractor under this Clause shall be settled in the manner provided by Clause 66 as amended by sub-clause 67(2).

CLAUSE 74

Recovery of Sums Due from Contractor

When under the Contract any sum of money shall be recoverable from or payable by the Contractor such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Contractor under the Contract or any other contract with the Employer.

CLAUSE 75

Contractor to Comply with Special Requirements in Relation to Statutory Bodies

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

Scottish Environment Protection Agency

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

CLAUSE 77 - Not Used

CLAUSE 78 - Not Used

CLAUSE 79 - Not Used

CLAUSE 80 Privacy of Information

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

SPECIAL REQUIREMENTS

SPECIAL REQUIREMENTS IN RELATION TO THE SCOTTISH ENVIRONMENT PROTECTION AGENCY

1. Introduction: This document is issued for the guidance of those engaged in civil engineering works and provides a series of recommendations intended to minimise the risk of water pollution. Compliance with its advice does not absolve any person carrying out works from their full responsibilities under the Control of Pollution Act 1974 as amended by Schedule 23 of the Water Act 1989. SEPA at all times reserves the right to take appropriate legal action whenever necessary in pursuance of this legislation.
2. Consultations: Civil Engineering Works can give rise to contaminated surface water which if disposed of in an unsatisfactory manner can cause serious pollution of watercourses. Such pollution may result in the Contractor being prosecuted under the terms of the above Act, and in extreme cases work being suspended until the implementation of adequate pollution prevention measures. It is essential, therefore, that at the construction planning stage the Contractor consults the Scottish Environment Protection Agency to outline his drainage proposals. It should also be noted that in certain circumstances Highway Drainage arising after works are completed may require consent under the terms of the above Act.
3. Contractor Responsibility: The Contractor will have responsibility for pollution prevention measures being effected on Site.
4. Borehole Drilling: Borehole drilling or other site investigations, can produce a polluting effluent which will require treatment before being discharged to a watercourse. The Contractor shall advise SEPA of all site investigations, including borehole drilling, liable to give rise to an effluent and any special precautions required by SEPA shall be complied with. The formal consent of SEPA shall be obtained prior to making such discharges.
5. Storage of Materials: Material which may pollute the watercourse should not be stored within 10 m of a watercourse, and materials shall be stored in such a manner that they may not fall or be carried into a watercourse.
6. Refuse and Sewage Arising on Sites: All refuse and debris in the vicinity of watercourses should be stored and removed as required so that none may fall or be carried into a watercourse. In the event of temporary sanitation being required, the Contractor shall apply to SEPA for consent to discharge in compliance with Section 34(1) of the Control of Pollution Act 1974.
7. Contaminated Surface Water: The discharge of contaminated surface water can seriously damage the aquatic environment. It is essential that earth moving works or other operations giving rise to contaminated drainage are carried out in accordance and in compliance with BS1 Code of Practice for Earth Works, BS 6031:1987. Attention is again drawn to the requirement to obtain the formal consent of SEPA

for any such discharges. In particular, attention is drawn to the following pollution prevention measures which should be adopted in the works:

- (a) Where major disturbances to a stream bed is unavoidable. e.g. from machinery working in a river, the Scottish Environment Protection Agency should be notified prior to work commencing. Efforts should be made to schedule such unavoidable disturbance to within the months of June, July or August to avoid interference with salmonid spawning and smolt migration. Machines should be scrupulously clean and free from oil leaks. Disturbance of the river bed can be reduced by using tyred vehicles rather than those with tracks. The contractor is advised to consult the Forth District Salmon Fishery Board on the timing and conduct of such operations.
- (b) The provision of upstream cut off drains to intercept surface water, thereby preventing it

discharging into the working area or any access road and becoming contaminated.

- (c) The provision and maintenance of settling ponds or downstream collection ditches.
- (d) The siting of spoil heaps and temporary stockpiles well away from streams and drainage systems. Surface water to be directed away from the stockpiles to prevent erosion. Permanent spoil heaps to be seeded immediately if possible.
- (e) The provision of temporary culverts and bridges to allow vehicles to cross streams and prevent disturbance of the stream bed.
- (f) The treatment of drainage from borrow pits or on-site quarries to SEPA's satisfaction before discharge to a watercourse. Such discharges require the prior consent of SEPA.
- (g) The use of inert and non-toxic material for:
 - i. Backfill in drainage trenches,
 - ii. Backfill for stream crossings,
 - iii. Infilling of standing water,
 - iv. Infilling of areas where the material will come into contact with groundwater.

It is important to note that blast furnace slag is unsuitable for use for the above purposes. This material is also considered unsuitable for use in shot blasting adjacent to watercourses i.e. bridge works.

8. Oil Pollution Prevention:

- (a) Oil storage tanks on site should be surrounded by an impermeable bund large enough to contain the tanks contents plus 10%. Oil or rain water collecting within the bund should be removed and disposed of without causing pollution to any watercourse or ground water. Removal should be by pumping and not via a gravity outlet or valve. In many instances for formal consent of SEPA will be required for such discharges.
- (b) The filler pipe should be located within the bunded area and any vent pipes should be sited so that any overflow discharges within the bund.
- (c) A responsible employee of the contractor should always supervise the filling of the tank.
- (d) The outlet of the tank and any filling hose should be padlocked when not in use. the filling hose should always be returned within the bund after completion of fuelling operations.
- (e) Storage tanks should be sited away from any stream or drainage system leading to a stream.
- (f) Great care is needed to avoid spillage when refuelling plant from drums. Any spillage should be removed by absorbent material such as dry soil, straw or a commercial oil absorbent produce. Do not use emulsifying agents or hose agents or hose away split oil.
- (g) Small plant, e.g. pumps and generators should be surrounded by an appropriate impermeable bund wall to prevent dispersal of any spillages.

9. Concrete Works:

- (a) Wet cement and concrete should not be allowed to enter any stream. This work may be done by diverting the flow away from the working area with fixed shuttering or sandbags or by damming the stream upstream and pumping the flow beyond the working area. The inlet to the pump should be screened. Loose cement or concrete should be removed before the stream is returned to its original course.

- (b) Tools and equipment should not be washed in the stream. If it is necessary to wash equipment at the site, this should be done well away from the stream. Wash water should not be poured into the stream or into road drains or disposed of in any other way that would cause a discharge to a stream.
 - (c) If concrete has to be sprayed, e.g. on bridges, retaining wall etc, sheeting should be used to cover the stream surface and any open faces in order to prevent rebounding material from falling into the stream. Rebounded material should be cleared away before the sheeting is removed.
10. Accidents: In the event of an accident causing spillage and/or pollution it is essential that the Scottish Environment Protection Agency is informed immediately by telephone on:

0800 80 70 60 Emergency Number (24 Hours)

A list of contractor's personnel, including telephone numbers that can be contacted outwith working hours, should be made available to SEPA so that, in the event of a problem, SEPA will be able to get an immediate response.

SPECIAL REQUIREMENTS

SPECIAL REQUIREMENTS IN RELATION TO THE FORESTRY COMMISSION SCOTLAND

Contact Details: In the event that contact should be made with the Forestry Commission Scotland in connection with any matters concerning Carron Valley Forest that contact should be made with:- Andy Gallacher, Carron Valley Forest Office, Tel **01324 822124**.

All **locked gates** which are opened to facilitate daily work must be closed and locked at the end of each work period.

SPECIFICATION

1 Abatement of Nuisance

Notwithstanding his obligations under the Conditions of Contract the Contractor shall carry out the works so as to cause the minimum of nuisance and inconvenience to the general public and to the owners and occupiers of property. In particular the Contractor shall comply with the following requirements:

- (a) Mud Nuisance – The Contractor shall take effective measures to prevent mud or other material being deposited on highways by traffic from the site or from other land in use for the purposes of the works.

The Contractor shall remove without delay from highways any mud, dirt or debris which may have arisen from or be due to the construction of the works and shall employ sufficient labour and suitable plant for this purpose.

- (b) Dust Prevention – Precautions shall be taken to prevent dust nuisance arising from the works and shall include watering, surface dressing haul roads, or any other necessary measures which may be required from time to time.

Abrasive disc saws must have dust suppression devices (e.g. water) fitted and working at all time saws are in use.

2 Site extent and limitations on use

The areas indicated on the overall scheme plan which indicates the position of the three sections of mountain bike trails to be constructed. The contractor will be able to obtain suitable stone from any of the three quarries indicated on the plan displaying the quarry locations. There is sufficient stone between each of these quarries to facilitate the needs of this contract.

Carron Valley Forest is a working forest as well as recreational centre. Accommodation of these facts must be taken into consideration by the Contractor undertaking the works. The Contractor must put measures in place to avoid any conflict of interest and ensure safe passage.

3 Programme of the works

The Contractor shall provide the programme in a form of a bar chart produced as a result of a critical path analysis. It shall show the level of detail appropriate to each stage of the Works and all activities and restraints, each of which shall be given a short title. All events shall be numbered and annotated with earliest and latest event dates.

4 Payment applications

The Payment applications submitted to the Engineer in accordance with the conditions of Contract by the Contractor shall, whenever dealing with matters covered by the Bill of Quantities, be set out under Part and Section headings similar to those in the Bill of Quantities and shall separately identify each item and specify quantity, unit, rate and value. Items not described in Bill of Quantities but appropriate for inclusion as measured work shall be shown at the end of the relevant section or under section headings as appropriated indicating quantity, unit, rate and value. In respect of all other matters referred to in Clause 60(1) the Contractor shall separately show in the statement quantities, units and rated of goods and/or materials and also details of any other matters to which he consider himself entitled. The Contractor shall allow the Engineer to inspect invoiced for goods or materials included in the statements may be required.

5 Accommodation works

In this contract, accommodation works are not separated out in the document and there is no separate section for accommodation works in the bill of quantities. However, a provisional sum of £2 000 has been allowed to facilitate additional works as directed if required.

6 Traffic safety and management requirements

The gate located at the reservoir dam head may need to be left open for access during construction work and if this is a requirement then temporary signage needs to be erected. The signage will take the form of a “man at work” sign and a sign displaying the message “No unauthorised vehicles beyond this point”. The above arrangements also apply if access is taken to Cairnoch Hill Quarry from any of the public roads.

Construction work will impact on authorised vehicles associated with the management and maintenance of the forest as well as leisure users on foot or on horseback who will be using the existing forest roads and trails and will require appropriate traffic management measures. A detailed method statement will require to be submitted by the Contractor covering all aspects of traffic control, pedestrian routing / segregation etc.

All temporary signage for traffic management works must conform to Chapter 8 of the Traffic Signs Manual for Temporary Roadworks.

7 Permanent trail ladder bridges

- (a) All bridges and foundation supports must be constructed using pressure treated timber.
- (b) The width of the bridge deck to be a minimum of 800mm free running surface with anti-slip measures incorporated.
- (c) Suitable foundations to be formed to support the bridge construction.

8 Drainage requirements

- (a) Twin wall plastic pipes to be used throughout the contract and these must have certification British Board of Agreement Roads and Bridges Certificates.
- (b) All culverts will require to have dry built stone headwalls constructed at either end of the culvert crossing. Suitable random stone is to be selected to facilitate construction of these headwalls.

9 Groundworks

- (a) Unsuitable material to be side cast and graded to suit the trail sections being constructed.
- (b) Soil to be stripped and set aside for re-use, this will be used to dress the graded unsuitable material and all the general verge areas at the sides of the trail.
- (c) Fill material to be won from any of the three quarries located in the forest. This material must be free from soil, clays, silts and vegetation.
- (d) All excavated surfaces to be compacted where appropriate and all layers of fill material must be fully compacted.

10 Geotextiles used to separate earthworks materials

Terram 1000 or equivalent to be used as directed.

11 Permitted pavement options

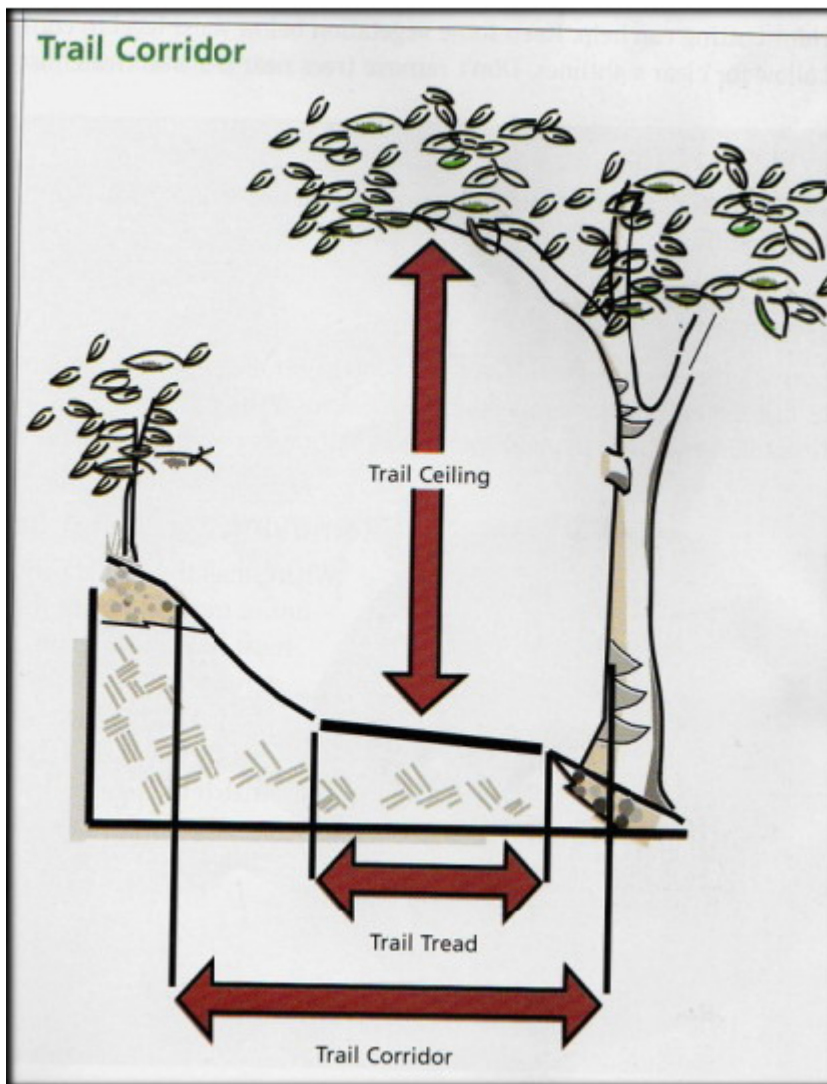
- (a) Final surface material to be used on all trails is the crushed stone located at the bund at the Upper Quarry.
- (b) The above material may require to be blinded with a layer of 30mm to dust imported whin stone. This will be applied where directed by the CVDG site representative.

12 Demolition and Site Clearance

The item coverage for item number D.710 in the Bill of Quantities is as follows:-

Overall site clearance of the trail corridor along each section of trail i.e. lower, middle and upper includes for felling trees as required, removal and set aside of tree stumps and timber on trail then backfill any holes/voids with material either from excavations or imported stone from the quarries. Trimming back of branches to a suitable head height (nominal 3m high trail ceiling) to accommodate a rider on a mountain bike is also to be included. The nominal width of the trail corridor is to be 3m.

See detail below:-



13 International Mountain Bicycling Association (IMBA) Trail Standards

It is recommended that contractors make themselves familiar with IMBA's "Guide to Building Sweet Singletrack (Trail Solutions)" ISBN 0-9755023-0-1, also visit www.imba.com

BILL OF QUANTITIES PREAMBLES

General directions

1. The Bill of Quantities has been prepared in accordance with the Civil Engineering Standard Method of Measurement third edition.
2. In the Bill of Quantities the sub-headings and item descriptions identify the work covered by the respective items. This should be read in conjunction with the Civil Engineering Standard Method of Measurement third edition. The nature and extent of the work is to be ascertained by reference to the drawings, specification and conditions of contract. The rates and prices entered in the Bill of Quantities shall be deemed to be the full inclusive value of the work covered by the several items including the following unless expressly stated otherwise:
 - (i) Labour costs and connection therewith.
 - (ii) The supply of materials, goods, storage and costs in connection therewith including delivery to Site. Taking delivery of materials and goods supplied by others, unloading, storage and costs in connection therewith.
 - (iii) Plant and costs in connection therewith.
 - (iv) Fixing, erecting and installing or placing of materials and goods in position.
 - (v) Temporary works.
 - (vi) The effect on the phasing of the Works or any element of the Works to the extent set forth or reasonably implied in the documents on which the tender is based.
 - (vii) General obligations, liabilities and risks involved in the execution of the Works set forth or reasonably implied in the documents on which the tender is based.
 - (viii) Establishment charges, overheads and profit.
 - (ix) Waste.
 - (x) Preparation and supply of detailed working drawings.
 - (xi) Awaiting approvals and or consents.
 - (xii) Complying with the Construction (Design and Management) Regulations 1994 and carrying out the duties of the Principal Contractor.
 - (xiii) Complying with the Environmental Protection Act 1990 (as amended).
3. The measurement of the work shall be computed net from the dimensions stated in the contract unless otherwise stated in the method of measurement.
4. Pricing of items. Each individual item shall have a rate or price entered against it and rates or prices shall be expressed to two decimal places.
5. Equivalent products and materials. Where the Contractor offers an equivalent product or material in place of the one identified or specified, which is accepted for incorporation into the Works by the Engineer, then the rates and prices in the Bill of Quantities shall be deemed to include for all the obligations and costs associated with the incorporation of the equivalent into the works, including design, provision of data and drawings, certificates, awaiting approvals, resubmissions and modifications and amendments to the Works.

Unless specifically stated to the contrary in the Contract the measurement of the Works affected by the incorporation of the equivalent products and materials shall be based on the Tender documents and not on the works as amended and completed to incorporate the equivalent products and materials.

6. **Day Rates**
Day rates are included in the Bill of Quantities to allow works to be undertaken, when directed, that are not stated within the contract document. This arrangement replaces the traditional Dayworks section normally associated with a Civil Engineering Bill of Quantities.

Project: Construction of mountain bike trails in Carron Valley Forest – Phase 1

Division: A Preliminaries

Item	Description	Quantity	Unit	Rate	Price £
	Class A: General Items				
A315	Accommodation for the Contractor		sum		
A327	Toilet facilities		sum		
A352	Temporary traffic warning signs		sum		
A354	Temporary bridges across watercourses		sum		
A420	Provisional sum to allow for possible "features" on the trail		sum	2000.00	2000.00
Page total to carry to Summary					

Project: Construction of mountain bike trails in Carron Valley Forest – Phase 1**Division: B Upper Trail**

Item	Description	Quantity	Unit	Rate	Price £
	Class D: Demolition and Site Clearance				
D710	Overall site clearance of trail corridor, nominal width 3m		sum		
	Class E: Earthworks				
E221	Excavation of material including topsoil not exceeding 1m	291	m3		
E631	Filling of topsoil to edges of trail and side slopes	100	m3		
E634	Filling of sections of the trail with material from the excavations other than topsoil	28	m3		
E627	Filling of trail with imported rock from local quarries to form embankment	10	m3		
E637	Filling of trail with imported rock from local quarries 750mm wide, up to 300mm deep	179	m3		
E711	Trimming of topsoil to sides of trail inclined at an angle of 10-45 deg.	840	m2		
E730	Lay geotextile (Terram 1000 or equivalent) to trail prior to filling	300	m2		
	Class I : Pipework - Pipes				
I811	Plastic pipe 150mm dia in existing ditch (provisional)	18	m		
I831	Plastic pipe 600mm dia in existing watercourse	9	m		
	Class J: Pipework - Fittings & Valves				
J713	Plastic pipe bend 600mm dia 15 deg approx.	2	no		
	Class R: Roads and Pavings				
R161	Surfacing of trail with 25mm to dust not exceeding 30mm deep	630	m2		
R177	Stone pitching to trail 300mm deep	15	m2		
	Class U: Brickwork, Blockwork & Masonry				
U831	Rubble wall 300mm thick, vertical	1	m3		
Page total to carry to Summary					

Project: Construction of mountain bike trails in Carron Valley Forest – Phase 1

Division: C Middle Trail

Item	Description	Quantity	Unit	Rate	Price £
	Class D: Demolition and Site Clearance				
D710	Overall site clearance of trail corridor, nominal width 3m		sum		
	Class E: Earthworks				
E221	Excavation of material including topsoil not exceeding 1m	233	m3		
E631	Filling of topsoil to edges of trail and side slopes	80	m3		
E634	Filling of sections of the trail with material from the excavations other than topsoil	20	m3		
E637	Filling of trail with imported rock from local quarries 750mm wide, up to 300mm deep	126	m3		
E711	Trimming of topsoil to sides of trail inclined at an angle of 10-45 deg.	850	m2		
E730	Lay geotextile (Terram 1000 or equivalent) to trail prior to filling (provisional)	50	m2		
	Class I : Pipework - Pipes				
I811	Plastic pipe 150mm dia in existing ditch	39	m		
I821	Plastic pipe 300mm dia in existing watercourse	6	m		
I831	Plastic pipe 600mm dia in existing watercourse	3	m		
	Class R: Roads and Pavings				
R161	Surfacing of trail with 25mm to dust not exceeding 30mm deep	632	m2		
	Class U: Brickwork, Blockwork & Masonry				
U831	Rubble wall 300mm thick, vertical	1	m3		
	Class Z : Simple Building Works				
Z142.1	Ladder bridge across watercourse 3m long	2	no		
Z142.2	Ladder bridge across watercourse 6m long	1	no		
Page total to carry to Summary					

Project: Construction of mountain bike trails in Carron Valley Forest – Phase 1

Division: D Lower Trail

Item	Description	Quantity	Unit	Rate	Price £
	Class D: Demolition and Site Clearance				
D710	Overall site clearance of trail corridor, nominal width 3m		sum		
	Class E: Earthworks				
E221	Excavation of material including topsoil not exceeding 1m	260	m3		
E631	Filling of topsoil to edges of trail and side slopes	87	m3		
E634	Filling of sections of the trail with material from the excavations other than topsoil	39	m3		
E627	Filling of trail with imported rock from local quarries to form embankment, tabletop, berm corner, ramp	254	m3		
E637	Filling of trail with imported rock from local quarries 750mm wide, up to 300mm deep	561	m3		
E711	Trimming of topsoil to sides of trail inclined at an angle of 10-45 deg.	880	m2		
E730	Lay geotextile (Terram 1000 or equivalent) to trail prior to filling	1575	m2		
	Class I : Pipework - Pipes				
I811	Plastic pipe 150mm dia in existing ditch	12	m		
I821	Plastic pipe 300mm dia in existing watercourse	6	m		
I831	Plastic pipe 600mm dia in existing watercourse	8	m		
	Class R: Roads and Pavings				
R161	Surfacing of trail with 25mm to dust not exceeding 30mm deep	1464	m2		
	Class U: Brickwork, Blockwork & Masonry				
U831	Rubble wall 300mm thick, vertical	2	m3		
Page total to carry to Summary					

Project: Construction of mountain bike trails in Carron Valley Forest – Phase 1

Division: E Contractor's Day Rates

Item	Description	Quantity	Unit	Rate	Price £
	<p>Contractors Day Rates All day rates quoted must include <u>all</u> operating costs</p>				
	<p>Labour - Labourer</p>	<p>Rate Only</p>			
	<p>- Plant Operator</p>	<p>Rate Only</p>			
	<p>- Foreman</p>	<p>Rate Only</p>			
	<p>- Others</p>	<p>Rate Only</p>			
	<p>Plant - Excavator</p>	<p>Rate Only</p>			
	<p>- Dumper</p>	<p>Rate Only</p>			
	<p>- Lorry</p>	<p>Rate Only</p>			
	<p>- Others</p>	<p>Rate Only</p>			

GENERAL SUMMARY OF BILL OF QUANTITIES

FOR **Construction of Mountain Bike Trails in Carron Valley Forest – Phase 1**

Division: A Preliminaries Page Total	£
Division: B Upper Trail Page Total	£
Division: C Middle Trail Page Total	£
Division: D Lower Trail Page Total	£
	<hr/>
Tender Total	£
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Signature of ContractorDate

Name of Tenderer