

STREET FURNITURE ADOPTION AGREEMENT

- between -

SP Manweb plc

and

[Insert name of Highways Authority]

and

[Insert name of Contractor]

AGREEMENT RELATING TO THE ADOPTION OF ELECTRICITY DISTRIBUTION EQUIPMENT AGREEMENT TO BE INSTALLED BY THE CONTRACTOR FOR THE PURPOSES OF PROVIDING AN UNMETERED SUPPLY OF SINGLE PHASE 230v ELECTRICITY TO STREET LIGHTING AND OTHER STREET FURNITURE, LYING WITHIN THE AREA FOR WHICH THE HIGHWAYS AUTHORITY IS THE LIGHTING AUTHORITY

STREET FURNITURE ADOPTION AGREEMENT

THIS AGREEMENT is made on <insert date> BETWEEN:-

SP Manweb plc whose registered office is at 3 Prenton Way, Prenton CH43 3ET (who and in substitution therefor whose permitted assigns is herein referred to as the "Distributor");

[] whose registered office is at [] (who and in substitution therefor whose permitted assigns is herein referred to as the "Highways Authority");and

[] whose registered office is at [] (who and in substitution therefor whose permitted assigns is herein referred to as the "Contractor")

WHEREAS

- (A) The Highways Authority has appointed the Contractor to carry out and complete from time to time contestable connection works, all of which will be connected to a service cable at a point at least one metre away from a main cable belonging to the Distributor and which will be lying within the Highways Authority area, with a view to Adoption by the Distributor those parts of those works which are Made Live pursuant to Clause 17 of this Agreement;
- (B) The Contractor has agreed to construct the Contestable Works in accordance with this Agreement on behalf of the Highways Authority;
- (C) The Distributor has agreed to Adopt Contestable Assets upon their satisfactory completion and the achievement of certain conditions precedent all subject to the other provisions in this Agreement.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement words and phrases defined in the SP Manweb Plc General Conditions for the Adoption of Contestable Works for Unmetered Supplies to Street Furniture shall have the meanings respectively assigned to them in those General Conditions.

2. CONTRACTOR'S OBLIGATIONS

The Contractor shall carry out and complete all of the Contestable Works and perform all its other obligations under the Agreement all in accordance with this Agreement.

3. CONTRACTOR TO MAINTAIN ACCREDITATION

Until any Contestable Works are Adopted the Contractor will maintain Accreditation to carry out such Contestable Works and ensure that where required by those General Conditions all live working carried out by or on behalf of the Contractor pursuant to this Agreement are carried out by persons holding Accreditation for Live Working at the time such works are undertaken.

4. HIGHWAYS AUTHORITY'S OBLIGATIONS

The Highways Authority shall perform its obligations all in accordance with this Agreement.

5. DISTRIBUTOR'S OBLIGATIONS

The Distributor shall perform all its obligations under this Agreement all in accordance with this Agreement.

6. COPY DOCUMENTATION

The Highways Authority and the Contractor each acknowledge that they have copies of and will comply with the requirements of the documents listed in Part 1 of the Schedule.

7. INCORPORATION OF SCHEDULE AND SP MANWEB plc GENERAL CONDITIONS FOR THE ADOPTION OF CONTESTED WORKS FOR UNMETERED SUPPLIES TO STREET FURNITURE

The SP Manweb plc General Conditions for the Adoption of Contestable Works for Unmetered Supplies to Street Furniture together with the Schedule and the documents listed therein are hereby incorporated into and form part of this Agreement.

AS WITNESS whereof the parties have signed below:

SIGNED BY

[name of person]

[position]

For and on behalf of

The Distributor

SIGNED BY

[name of person]

[position]

For and on behalf of

[name of Highways Authority]

SIGNED BY

[name of person]

[position]

For and on behalf of

[name of Contractor]

SCHEDULE – PART 1

LIST OF DISTRIBUTOR STANDARDS AND SPECIFICATIONS WHICH THE CONTESTABLE CONNECTION WORKS MUST COMPLY:

Specifications include, but are not limited to, the following:

Electricity Industry Documents:

- ESQC Regulations 2002
- Electricity at Work Regulations 1989
- CDM Regulations

Electricity Networks Association Documents:

Engineering Recommendation G81 - Framework for design and planning, materials specification and installation and record for greenfield low voltage housing estate installations and associated, new, HV/LV distribution substations:

- Part 1: Design and Planning
- Part 2: Materials Specification
- Part 3: Installation and Records

SP PowerSystems Safety Documents:

- SP PowerSystems Safety Rules Electrical and Mechanical 4th Edition:
- Including all supporting documentation.
- SPPS Safety Instructions
- SPPS Safety Management Safety Procedures
- SPPS Live Working Manual

SP PowerSystems Documents:

- SP Manweb plc Connection Charging Statement
- The following documents, as amended from time to time which are available at:
<http://www.spenergynetworks.com/NewConnections/specifications.asp>

Reference	Document Title
ASSET-01-015	<u>New Connections Contractor Approval Policy</u>
ASSET-01-016	<u>Requirements for New Connection Contractors to construct networks to be considered for Adoption</u>
ASSET-04-020	<u>Auditing and Escalation Regime</u>
BUPR-22-015	<u>Recording of Electrical Assets by Contractors</u>
CAB-04-008	<u>Assessment of Third Party LV Cable Jointing Systems</u>
CAB-06-001	<u>Approved Equipment Register - Cables & Cable Accessories</u>
CAB-15-003	<u>Handling & Installation of Cables up to and Including 33kV</u>
DOC-00-217	<u>Distribution Low Voltage Earthing Manual Documents Index</u>
EART-01-002	<u>Low Voltage Earthing Policy</u>
-	<u>Distribution Low Voltage Earthing Manual (To be read alongside EART-01-002)</u>

SCHEDULE – PART 2

SPECIFICATION OF THE CONTESTABLE WORKS:

Paragraph 1:

- Contestable Works – May be undertaken on service cables only and must be a minimum of one meter away (as measured along the service cable) from the mains cable.

Paragraph 2:

- Material & Installation System to be approved by the Distributor.

Paragraph 3:

- All fault/emergency work requiring de-energising of the mains cable are not to be undertaken by the Contractor.

Paragraph 4:

Live working area:

- Area covered for the Contestable Works is defined in drawing [xxxxx]

Paragraph 5:

- Last Date – Not Applicable.

SCHEDULE – PART 3

CONTACT DETAILS:

Notices to Distributor to be given to:

Name: S Nurgent
Position: CIC Team Leader
Address: Prenton Way, Prenton
Fax: 0151 609 2249
E-Mail Address: Stephen.nugent@sppowersystems.com
cicsouth@sppowersystems.com

Notices to Contractor to be given to:

Name:
Position:
Address:
Fax:
e-mail address:

Notices to Highways Authority to be given to:

Name:
Position:
Address:
Fax:
e-mail address

SCHEDULE – PART 4

REQUIREMENTS OF EACH CONSTRUCTION CONTRACT:

- Any assets to be adopted by the Distributor must be installed in an adopted public highway. The Distributor will only adopt assets up to and including the cut-out.
- CDM File – generic file for Street Lighting works with completed CDM details form.
- Specify the cut-out to be installed with this contract to be adopted.

1.

SCHEDULE – PART 5

NOTIFICATION SCHEDULE FOR COMMENCEMENT OF CONTESTABLE WORKS:

- Adopted street lighting weekly whereabouts sheet.
- Contestable works location plan, referenced to job no.

(This will be the notice which the Contractor will submit to the Distributor before starting any works which they wish to be adopted.)

SCHEDULE – PART 6

WORKS COMPLETION & HANDOVER:

- Commissioning Requirements
- Completion & Handover certificate and as laid drawings.
- Commissioning results certification document.

SCHEDULE – PART 7

CHARGES:

Management Fee

Non-contestable charges for Administration, Safety Management, Inspection and Monitoring:

- Up to 8 Lamps ???
- 8 to 50 Lamps ???
- Over 50 lamps Separately quoted on request

The above charges may be updated from time to time. You will be notified of any changes.

(Abortive visits may be charged.)

[\[Include timescales for payments as appropriate\]](#)

SCHEDULE – PART 8

COVER:

{Not currently required but to be reviewed 6 months after the date of this agreement}