



## Special Contracting Conditions

### General information

The tender prices are always valid for execution of the Works in a single phase, and apply to the execution of the Works on the sites owned or managed by the Client. If several phases apply, a travel allowance of at least € 950 per piece of equipment and per additional phase will be charged.

Unless explicitly stated to the contrary in the tender and bill of quantities of the Contractor - even if they are explicitly described in the specifications - **the following activities are not included in the quotation and must be provided by the Client:**

- Lowering of the groundwater level, or measures to remove surface water.
- Additional pollution, both in terms of quantities and parameters, that is not included in the Technical Report/Soil Remediation Project (SRP).
- Construction site fences and signs.
- Cleaning or maintenance of the Site or the public road.
- Making the construction site and specific work zone accessible, reachable and navigable for 4 x 2 trailers, including the provision of protection for existing structures and public domain.
- Setting up the public domain.
- Application for a parking prohibition.
- Securing the façades of adjacent buildings.
- Bracing/shoring of the structures to be retained.
- Grubbing and uprooting of trees and bushes.
- Providing the required location maps of all underground pipes and cables.  
Tracing, disconnecting and repairing utility lines, as well as pointing them out/making them visible at the Site. The Client will create test trenches in order to make utility lines visible at the Site.
- Electricity and water consumption.
- Municipal tax on engines.
- Licences and fees.
- Cabins and sanitary facilities, changing rooms, lunch areas, etc. The provisions must in all cases comply with the regulations of the ARAB.
- Preparation of site descriptions.
- Aertssen Infra strictly applies the principles and regulations of the existing soil and demolition management organisations (Grondbank, Grondwijzer, Tracimat, etc.). The preparation of the Technical Reports and their Declaration of Conformity, the preparation of asbestos inventories and demolition monitoring plans are at all times at the expense of the Client, and are included in our tender. The appointment of an independent and approved expert for the monitoring of the Works, as well as any costs for the organisation of the demolition ([www.tracimat.be](http://www.tracimat.be)) are borne by the Client. We always base the processing price of granulates on debris with a low environmental risk profile (LERP). In the absence of a certified demolition monitoring plan (DMP), it will be necessary to pass on to you the additional costs (+/- € 10.00 /ton) charged by the crushers as a result of the high environmental risk profile (HERP).
- Dust control.
- Setting up and carrying out tests.
- Preparation of an as-built file; measurements and plans in the context of as-built.
- Preparation of drafts. In the event of assistance/advice requested in the context of the design, this will be submitted

to the Client for final approval. The final responsibility with regard to the design lies with the Client and the architect/engineer appointed by him.

- Provisions imposed by the safety coordinator.
- Entering into an 'All Construction Site Risks' policy (including Article 3.101 of the Civil Code) and (if required by law) a ten-year civil liability insurance (under the Peeters Act), in which Aertssen Infra and its subcontractors are included as co-insured parties.
- Any damage falling under Articles 3.101 and 3.102 of the Civil Code will remain the responsibility of the Client.

Quantities will be charged according to the actual quantity used, determined on the basis of pre- and post-measurements that can be contested, via weighing receipts from a recognised weighbridge or established volumes/cargo.

Aertssen Infra reserves the right to apply a price revision in accordance with the general price revision formulas in the most recent version of the Standard Specifications 250 ("Standaardbestek 250"), the starting date being the date of this Tender.

The Tender is valid for thirty (30) days.

The Tender is indivisible. If the actual quantities of a particular item are reduced by more than 10% or exceed the quantities in the Tender by three times, we reserve the right to adjust the price.

We refer to our cost-plus rates list for waiting times, as well as for the execution of any additional works.

All costs resulting from a defect or absence of the above-mentioned activities to be provided by the Client, as well as from the inaccessibility of the construction site, such as costs due to, non-exhaustively, additional preparatory actions and damages for immobilisation of equipment and workforce, loss of profit and for the disruption of the planning, shall be borne entirely by the Client, and shall give the right to compensation for the demonstrable damage suffered.

### Earthworks

Unless explicitly stated to the contrary in the tender and bill of quantities of the Contractor - even if they are explicitly described in the specifications - the following activities are not included in the tender:

- Sieving of the soil.
- Protection of embankments.
- Detail excavations/additions for the support of or in the immediate vicinity of soles, piles, columns, beams, walls, etc.
- Disposal of soils that are not in compliance with one or several of the conditions listed below:
  - Dry matter content > 80%.
  - Stone content < 5 percent of weight.
  - Size of stones < 50 mm.
  - Content of foreign materials in the soil < 1.00 percent of weight.
  - Free of exotic plants/non-indigenous species (among others, Japanese knotweed).
  - Free of asbestos, PFAS < free reuse values.

<b>Document name</b>	AA-Legal-COD-Special Contracting Conditions		
<b>Version</b>	2	<b>Date</b>	Version 12/12/2023



- Waiting times of our trucks > 10 minutes if loading is carried out by third parties.
- Incomplete loads. Where appropriate, the missing weight will be charged at unit price (30 ton/trailer).
- Re-levelling of surfaces due to interventions from third parties.
- Vertical transport of equipment by cranes.
- For soil to be disposed that does not meet the conditions for free reuse within zoning types II to V, refer to the provisions of Vlarebo.
- For work using the Stross method:
  - Provision of openings in the concrete slab with minimum dimensions of 5m x 5m and with maximum spacing of 50m.
  - Collective protective equipment necessary for the proper execution of Stross work.
  - Lighting and ventilation of work areas and evacuation zones.
  - Measures to make work zones accessible to the workforce.
  - Phased excavations, so that earth-moving equipment can work on drivable intermediate layers.
  - Soil improvement if no drivable intermediate layers are present.

**Demolition work**

The prices and planning of the demolition and crushing works are based on a feasible crushing permit obtained by the Client.

The prices are based on the named wastes, corresponding EURAL codes and quantities included in the SOP (demolition follow-up plan). Deviations from the SOP, in terms of named waste, EURAL codes and quantities, are not included in the price.

Access to the site must be sufficiently wide in case of crushing work. Transport dimensions L=25m; W=3.5m; H=5m/ carrying capacity on site must be sufficient / sufficient space on site to allow mobile crushing.

Unless explicitly stated to the contrary in the tender and the bill of quantities of the Contractor - even if they are explicitly described in the specifications - the following activities in addition are not included in the tender price:

- Cleaning of receptacles, disposal of contaminated materials (tar, aerated concrete, Ytong, asbestos, and others).
- Removal and disposal of contents, hazardous materials, ionising materials, etc.
- Trimming of plasterwork.
- Demolition of massifs and foundations that are foreign to the structure to be demolished.
- Removal of basement walls on the footpath side.
- Sawing of floors and walls.  
Bracing/shoring/capping/protecting/repairing/sealing/ insulation of adjacent façades and buildings, or façades and buildings that become exposed.
- Wind and watertight screening of adjacent buildings. If this is provided by the Contractor, this is only intended for a period of 3 months.
- Removal of screening and crushing sand.

**Asbestos removal work:**

In application of Article VI.3-4 of the Code on well-being at work, and before starting work that may involve asbestos removal work, demolition work, or other work that may give rise to exposure to asbestos, the Employer-Contractor (Client) of this work will expand the asbestos inventory of the building concerned to include data on the presence of asbestos and

asbestos-containing material in those parts of buildings, machinery and installations that are difficult to access and that may not give rise to exposure to asbestos under normal circumstances.

The Contractor is prohibited (Article VI.3-10 of the Code on well-being at work) from commencing the work (or continuing it in case of additional non-inventoried material) as long as the relevant parts of the inventory/validated management programme/approved work plan have not been made available to him.

In the case of asbestos removal works - hermetically sealed zone: in application of Article VI.3-62 of the Code on well-being at work, the Employer-Contractor (the Client) shall appoint the approved laboratory/laboratories for the air measurements (including a request for advice to the Committee). The Contractor cannot start the works if the employer-client has not appointed a laboratory.

All downtime costs incurred by the Contractor or costs incurred because of the inability to start the works (or to continue them in case of additional non-inventoried material) on time due to the absence of the relevant parts of the asbestos inventory, validated management programme, approved work plan and/or late orders of the above-mentioned air measurements shall be borne by the Client.

**Sewage and landscaping works**

The prices offered for sewage works are those for construction in open ground.

In the case of road construction, the existing subsoil must meet the 11 MPa bearing capacity.

Unless explicitly stated to the contrary in the tender and bill of quantities of the Contractor - even if they are explicitly described in the specifications - the following activities are not included in the tender:

- Construction of foundations, casing and backfilling with construction materials to be supplied (sand, sand cement, etc.).
- Laying of pressure distribution plates/anti-drift plates to protect structures that are to be built. This also applies to reinforced concrete foundation slabs.
- Preparation and execution of tests, inspection and cleaning of sewers.
- Any studies.
- Measurements and plans in the context of as-built.
- Breaking up and restoration of roads if connected to the public domain.
- Disposal of soil as part of the sewerage and road works. This will be settled in the earthwork items.
- Accessories for synthetic inspection chambers and prefabricated concrete manholes (non-return valves, siphon, bacteria filter, ventilation pipe, etc.).
- Cementing or coating of prefabricated concrete manholes and top units.
- Soil improvement.
- Conservation works on existing watercourses and sewage systems.

Assumed strength classes of the offered sewer pipes, unless stated otherwise:

- Concrete: series B.
- Vitrified clay: Normal load.
- PVC: class SN4.
- HDPE (disposal): class PN3,2.

<b>Document name</b>	AA-Legal-COD-Special Contracting Conditions		
<b>Version</b>	2	<b>Date</b>	Version 12/12/2023



The following measurement codes will be applied for fittings (bends, T-pieces, etc.) - even if these are explicitly described in the specifications:

- Fittings of < 200mm: supplement of 1m pipe on top of the pipe meter price.
- Fittings of ≥ 200mm: supplement of 2m pipe on top of the pipe meter price.

#### **Remediation works and take-over of polluted soil**

The soil remediation expert appointed by the Client will be in charge of the Works in accordance with the general and special guidelines of the relevant authorities. Results of any control samples must be communicated within a period of twenty-four (24) hours. Any downtime of the Site caused by late analyses will be charged.

The contaminated soils must be processed by a soil treatment centre that is approved by the government and/or managed by a recognised soil management organisation, or in some other legal manner.

The prices quoted for the processing of contaminated soil are limited by the corresponding criteria of soil processing that are specified in the tender. If this is not provided, the standard criteria of the soil treatment centre in question will be used.

Unless stated otherwise in the tender, the pricing of physico-chemical purification is based on a residue (organic matter + fraction < 63 µm) of 10%. If the relevant residue level is exceeded, a surcharge of € 1.6/ton/% will be charged.

The quotation is always subject to the final leaching values.

On its own initiative, the soil treatment centre will split the soil further into sub-lots, depending on its processing insights.

Inspection analyses will be charged for batches of < 200 tons. The rate for carrying out the inspection analysis amounts to € 1,200.00.

At the site, the Client or the soil remediation expert appointed by the Client will split the soil to be excavated into partial batches that meet the soil processing criteria specified by Aertssen Infra. The Parties will therefore leave the Site to the soil treatment centre in a well-defined manner and with the corresponding transport document.

Aertssen Infra undertakes to inform the Client if the supplied partial batches do not meet the corresponding criteria of the soil processing. If this is the case, Aertssen Infra will give the Client the opportunity to take counter-samples in an agreed manner in order to verify the problematic parameters, within a reasonable time frame. Analyses must always be carried out by an accredited laboratory.

If the soil does not meet the predetermined criteria in the entrance inspection at the soil treatment centre, the Client will be required to pay storage costs in accordance with the terms and conditions of the soil processor to which the soil was taken. If sub-flows are created in the course of the purification process whose occurrence was not described in the order documents, the additional costs for these will be payable by the Client, where applicable.

Any invoicing for the processing of soil will in no way constitute acceptance. The final acceptance only takes place when the processing certificate is drawn up.

Processing certificates are only handed over after the full payment of all invoices relating to the project.

<b>Document name</b>	AA-Legal-COD-Special Contracting Conditions		
<b>Version</b>	2	<b>Date</b>	Version 12/12/2023