NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Central Hub, Area 6 Lot 1

A contract between	**The Environment Agency** [redacted]
And	**JBA Bentley Ltd**
For	**Quorn Penstocks Replacement**
	Contract Forms - **Contract Data** - **The *Contractor's* Offer and *Client's* Acceptance** - **Price List** - **Scope** - **Site Information**

Contract Data

The *Client's* Contract Data

	The *Client* is	
Name	[redacted]	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *works* are	Replace buried gate valve penstocks with new inspection chambers with off seating penstocks or knife valves.	
The *site* is	Quorn, Loughborough	
The *starting date* is	[redacted]	
The *completion date* is	[redacted]	
The *delay damages* are	[redacted]	Per day
The *period* for reply is	[redacted]	weeks
The *defects date* is	[redacted]	weeks after Completion
The *defects correction period* is	[redacted]	weeks
The *assessment day* is	the last working day	of each month
The *retention* is	[redacted]	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply?
The *Adjudicator* is :
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. The application to the Institution includes a copy of this

definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	[redacted]	
The *Client* provides this insurance	None	

Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the *works*	The replacement cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Works	[redacted]	
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	[redacted] by the applicable law	
Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the works	[redacted]	6 years following Completion of the whole of the works or earlier termination

The *Adjudicator nominating body* is	The Institution of Civil Engineers
The *tribunal* is	litigation in the courts
The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions	
Only enter details here if additional conditions are required.	

Z1.0	Sub-contracting
Z1.1	The *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as *Client* under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the *Contractor* is responsible for obtaining these and paying fees. The *Client's* acceptance of a tender and the *Client's* instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the works only with the *Client's* written agreement
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client* but is not warranted correct. The *Contractor* checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design
Z6.4	The *Contractor* may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* and sub-*Contractor*s • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	Termination

Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z7.2	Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, from 1st November 2020 to 31st March 2021.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	[redacted]	
Address for communications		
Address for electronic communications		
The *fee* percentage is	As per priced workbook	%
The *people rates* are		
category of person	unit	rate

The *published list of Equipment* is		
The *percentage for adjustment for Equipment* is		

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is	£[redacted]
	[redacted] **from the Price List.**

Signed on behalf of the *Contractor*

Name	[redacted]
Position	
Signature	
Date	

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	[redacted]
Position	
Signature	
Date	

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	[redacted]
1	Mobilization - Project Management - Site set up - Underground/overhead utility check - Demarcation of services - Establish site welfare facilities, etc. - Undertake traffic management as per Chapter 8- NRSWA 1991.	**1**	**Sum**	
2	Detailed design of the new penstocks & chambers (use RAG list & SHEW manual).	**1**	**Sum**	
3	Remove existing River Soar's buried gate valve penstocks 4 No. on Soar Road's footway and replace with: - Concrete foundation to take load of precast chamber rings and manholes cover; - Performed precast chamber rings; - Precast manhole cover (biscuit); - Manhole frames and covers capable of withstanding the standard test loads for highways; - Off seating penstocks or knife valves (provide quotations for both options), - Reinstate floodwall's foundations (where required), - Reinstate the footway and the road to highway specifications.	**1**	**Sum**	
3A	Extra over cost to install knife valves rather than penstocks.		**Sum**	
4	Remove existing River Soar's buried gate valve penstock 1 No. in flood embankment crest adjacent to Stafford Lodge nursing home, existing buried gate valve penstocks 3 No. in Quorn Hotel's flood embankments crest and	**1**	**Sum**	

	existing buried gate valve penstock 1 No. adjacent to Quorn Hotel's floodwall replace with: - Concrete foundation to take load of precast chamber rings and manholes cover; - Performed precast chamber rings; - Precast manhole cover (biscuit); - Manhole frames and covers capable of withstanding the standard test loads for highways; - Off seating penstocks or knife valves (provide quotations for both options), - Rebuild the food embankments to highway works - series 600 – earthworks.				
4A	Extra over cost to install knife valves rather than penstocks.		**Sum**		
5	Demobilisation - Site clearance and reinstatement including all access routes & working areas. - Leave sites clean and tidy. - Final Inspection and acceptance by *Client*.	**1**	**Sum**		
			The total of the Prices		

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.

Scope

1. Description of the *works*

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

Required works:

1.1 Objective

Currently the Environment Agency's maintenance teams cannot maintain some of the River Soar gate valve type penstocks in Quorn as they are buried into the ground and they are prone to seizing open, so when they are required to be closed to prevent flooding in a flood incident, their operation cannot be guaranteed.

The project consists of replacing these buried gate valve penstocks with new inspection chambers with off seating penstocks or knife valves to enable maintenance access to the penstocks so they can be adequately maintained and PUWER inspected/tested.

Outcome Specification:

Ensure sustainable replacement of penstocks to enable them to be operated and maintained as required. The *Contractor* shall be responsible for ensuring the design is acceptable to and approved by the Environment Agency Mechanical Electrical Instrumentation Control and Automation (MEICA) Engineer, ensuring that the design and operational parameters meet with the standards specification 369_13. Where there are deviations from this standard, written approval must be sought from the designated MEICA Engineer prior to any non-compliances with the standards occurring, no costs that arise for rectifying non compliances will be accepted;

Detailed Scope;

The first *site* is located on the footway of Soar Road, Quorn LE12 8BW.

The second *site* is located near Stafford Lodge Nursing Home, Quorn LE12 8BW.

The third *site* is located in Quorn Hotel, Leicester Road LE12 8BB.

The *site* working area has been split into 2 sections as detailed below. The following *works* are required at each section:

Section 1 – River Soar left bank, downstream outfalls opposite No. 44, 50, 60 Soar Road, Quorn LE12 8BW (See attached location plans)

Required *works*:

1. Remove existing River Soar's buried gate valve penstocks 4 No. on Soar Road's footway and replace with:

- Performed precast concrete chamber rings, with reinforced in-situ concrete cast base to support chamber rings loading. All chamber rings should be sealed to prevent groundwater engross to chamber.
- Manhole frames and watertight precast covers capable of withstanding the standard test loads for highways.
- Off seating cast iron penstocks or knife valves (provide quotations for both options) complete with sealing to chamber wall with appropriate waterproof sealant & standard agricultural tractor PTO ASAE 1 3/8" – DIN 9611 A – Z6 spline fitting (see attached).

2. Reinstate any sections of the floodwall or the floodwall's foundations that might need to be removed to enable removing the existing penstock gate valves and components.

3. Reinstate the footway & the road in accordance with the highway specifications. The *Contractor* shall obtain road & footway specifications and any authorisation to work from the Highway Authority.

A flood risk activity permit is required for this work. The *Contractor* is responsible for obtaining this permit.

A highway permit is required for the *works* to replace the penstocks on Soar Road's footway. This shall be the *Contractor's* responsibility to obtain. No arrangements have been made by the *Client* for any road closures, lane closures or traffic restrictions for the working area. The *Contractor* shall liaise with the Local Authority/Highways Agency/private road owners as applicable regarding any arrangements deemed to be necessary. The *works* shall be planned to minimise disruption to users of the existing & surrounding roads.

The *Contractor* shall liaise with those who could be potentially be affected as necessary about special deliveries to *site* (cabins, plant, materials etc.) to minimise disruption. The *Contractor* shall make any arrangements for traffic management plans with the Highway Authority if necessary and deploy access signage as required.

The *Contractor* shall provide a flood contingency plan for the *works*. It shall include control measures to eliminate, reduce or control the risk of flooding during the*works*.

Section 2 – River Soar flood embankment at the rear of Stafford Lodge nursing home and flood embankments & floodwall in Quorn Hotel, Quorn LE12 8BB (See attached location plans)

Required *works*:

1. Carry out grass cutting and vegetation removal to expose the area around the buried penstocks.

2. Remove existing 's buried gate valve penstock 1 No. in flood embankment's crest adjacent to Stafford Lodge nursing home, existing buried gate valve penstocks 3 No. in Quorn Hotel's flood embankments' crest and existing buried gate valve penstock 1 No. adjacent to Quorn Hotel's floodwall & replace with:

- Performed precast concrete chamber rings, with reinforced in-situ concrete cast base to support chamber rings loading. All chamber rings should be sealed to prevent groundwater engross to chamber.
- Manhole frames and watertight precast covers capable of withstanding the standard test loads for highways.
- Off seating cast iron penstocks or knife valves (provide quotations for both options) complete with sealing to chamber wall with appropriate waterproof sealant & standard agricultural tractor PTO ASAE 1 3/8" – DIN 9611 A – Z6 spline fitting (see attached).

3. Rebuild the flood embankments along existing alignment & in accordance with the specification for highway *works* - series 600 – earthworks. Clay layers need to be placed in 150mm layers, compacted & benched into existing embankments and topsoiled with 150mm topsoil layer. Grass seed the repaired sections of the embankments. Grass seed specification provided.

A flood risk activity permit is required for this work. The *Contractor* is responsible for obtaining this permit.

No arrangements have been made by the *Client* for any road closures or traffic restrictions for the working area. The *Contractor* shall liaise with the Local Authority/Highways Agency/private road owners as applicable regarding any arrangements deemed to be necessary. The *works* shall be planned to minimise disruption to users of the surrounding roads.

The *Contractor* shall liaise with those who could be potentially affected as necessary about special deliveries to *site* (cabins, plant, materials etc.) to minimise disruption. The *Contractor* shall make arrangements for traffic management plans with the Local Authority if necessary and deploy access signage as required.

The *Contractor* must liaise with the *Client* to ensure that landowners are given suitable notice of entry for any intrusive *works*.

The *Contractor* shall provide a flood contingency plan for the *works*. It shall include control measures to eliminate, reduce or control the risk of flooding during the *works*.

The *Contractor* will be required to design, procure and manage any further site investigation that is deemed necessary to undertake the construction work.

Construction works:

The *Contractor* will provide the following:

- Construction Programme
- Start up Meeting including *Client's* representative and Principal Designer.
- Design Acceptance Meeting including *Client's* representative and Principal Designer.
- Prepare and complete a site waste management plan (SWMP) as part of CPP.
- Pre commencement Meeting including *Client's* representative and Principal Designer.
- Construction of all of the above following *Client* acceptance.
- Removal and disposal at an appropriate licenced facility all waste materials arising from the Works.
- Provide *Client* with all waste transfer notes.
- Supply of a Health & Safety File for the completed *works* including as-built drawings to Environment Agency health & safety requirements.

Programme requirements:

The construction programme shall cover the activities to be undertaken by the *Contractor* and other members of the project team. This shall include all major project milestones.

The *Contractor* shall develop their programme to incorporate these elements:

- The *Contractor* shall have obtained all highway and footpath permits required prior to starting construction.

- The *Contractor* shall have authorisation from the Principal Designer for all designs before moving to the construction phase of the project.
- The *Contractor* shall complete the Design Risk Assessment and Buildability Statement in the PCI document and this is to authorised as adequate by the Principal Designer before the construction phase commences.
- The *Contractor* shall ensure that any service protection measures required during the *works* have been arranged and agreed with the relevant Statutory Authority.
- The *Contractor* issues completed CPP documents authorised by the Principal Designer to the *Client* for information in advance of carrying out items of work.
- The *Contractor* shall notify the *Client* 2 weeks in advance of their intention to first enter or occupy each area of ownership or occupation within the *site*.

Methodology statement:

Prior to the start of construction works, the *Contractor* must complete the Designer section of the PCI document and produce a Construction Phase Health and Safety Plan that, amongst other things, contains:

- A schedule of activities for which risk assessments and method statements must be prepared;
- The *Contractor's* arrangements for the preparation and approval of risk assessments and method statements.
- The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations.
- The *Contractor* will be free to add to the schedule as the work progresses.
- The *Contractor* to produce and incorporate the Covid -19 Safe System of Works and Practices based on the current Public Health England advice.

The *Contractor* will ensure the risk assessments and method statements for each operation includes;

- Risk assessments of the work;
- People and resources proposed;
- Timing and sequencing of construction, materials, plant and equipment;
- Details of temporary works
- Indication of activities that represent a higher level of safety, health and environmental risk;
- Safety, health and environmental controls proposed; and,
- Any permit to work proposals.

The *Contractor* submits the required risk assessments and method statements to the *Client* 2 weeks before starting the tasks to which they refer. The *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within their own organisation before submission.

Method statements shall include full particulars of the methods, timing and sequence of construction.
The *Contractor* does the work in accordance with the method statement.

Health and safety requirements:

CDM Requirements

The *Contractor* shall assume the roles of Designer & Principal *Contractor* upon award of the contract.

- The Principal Designer is to be provided by the *Client*. The *Contractor* will carry out the liaison with regards to the project design and health, safety & wellbeing paperwork.
- The *Contractor* shall be cognisant of the CDM Pre-construction Information; the *Client's* Health and Safety Policies and the 'SHEW Handbook' and must ensure full compliance with the *Client's* 'SHEW Code of Practice (CoP) and EA Designer RAG list. The *Contractor* shall ensure that all parties under sub-contract are cognisant of the requirements of these documents.
- The *Contractor* shall prepare the Designer Risk Assessment, design calculations, Buildability Statement and Health and Safety (Construction Phase) Plan before work commences on *site*.
- The *Contractor* shall issue the Health and Safety Plan to the Principal Designer for acceptance.
- The Health and Safety (Construction Phase) Plan has to be accepted by the Principal Designer before work can commence on *site*.

Services:

The *Contractor* shall positively locate all services when plans indicate they are in the vicinity of the *works* even if they do not appear to be located within the immediate working area.
For utilities that are not shown on service plans the *Contractor* shall check by undertaking *site* visits to look for private utilities location markers and by using CAT scanning tool on both power and radio modes.
Ground Penetrating Radar (GPR) survey may need to be completed by the *Contractor* prior to any excavations unless risk assessed and trial holes dug by hand to locate size, depth and location of utilities.

Materials from Excavation and demolition:
The *Contractor* is responsible for the storage, removal and appropriate disposal of all waste from the Working Areas.
The *Contractor* is responsible for providing all waste transfer nots to the *Client* at the end of the *works* to ensure WRAP regulations and protocols.

Final Clean:
On completion, the *Contractor* returns the road, footway and any other areas affected by the works to a condition not inferior to that pertaining at the commencement of the works. All debris, unused materials, equipment and temporary works are to be cleared and dismantled from the site and condition photographs are to be provided to the *Client*.

Correcting Defects:
Access for the correction of any Defects is to be arranged by liaison with the *Client*. Two weeks' notice period is required unless otherwise agreed with the *Client*.

Completion:
The following are absolute requirement for Completion to be certified, without these items the *Client* is unable to use the *works*:

- Electronic copies of the Health and Safety File in both pdf and MS Word.
- Electronic copies of the As Built drawings and one electronic version in both pdf and dwg.

The *works* required to be done by the Completion Date 31 March 2021 is:

- The whole of the *works*.

Prior to Completion, the Contactor provides the following information in electronic format to the Principal Designer for inclusion in the Health & Safety File:

- Description of the *works*;
- Accurate drawings showing 'As-Constructed' details. All drawings are to have completed SHEW boxes for design, construction & maintenance & demolition hazards completed;
- Design criteria – details of all *Contractor's* own design criteria and calculations relevant to the design and the way in which the structures are to be managed in the future; Key structural principal and safe working loads;
- Materials used – details of all Materials used, e.g. clay sources. Data sheets are to be supplied to support the information provided;
- Public utilities & services – unchartered services to be marked up on record drawings; chartered service positions to be confirmed on record drawings; overhead services to be confirmed on record drawings;
- COSHH – lists substances hazardous to health & specific precautions that must be taken as a result of their presence;
- Information relevant to demolition of the structure in the future;
- Information on any unforeseen hazards encountered during construction;
- Residual hazards & risk assessment.

The above list is not exhaustive and reference is required to *Client's* Health & Safety File requirements. The *Contractor* shall make allowance in their programme for liaison with the Principal Designer and the *Client* in providing the relevant information for the Health & Safety File prior to Completion.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
01	**1**	**Hazard Plan 01**
02	**1**	**Hazard Plan 02**
03	**1**	**Access Route 1**
04	**1**	**Access Route 2**
05	**1**	**Soar Road - Location Plan (Quorn Scheme 1990 - Design Drawings)**
06	**1**	**Soar Road - Detail 1 (Quorn Scheme 1990 - Design Drawings)**
07	**1**	**Soar Road - Detail 2 (Quorn Scheme 1990 - Design Drawings)**
08	**1**	**Stafford Lodge Floodbank-LP (Quorn Scheme 1990 - Design Drawings)**
09	**1**	**Stafford Lodge Floodbank-CSs (Quorn Scheme 1990 - Design Drawings)**
10	**1**	**Quorn Hotel Floodbank-LP (Quorn Scheme 1990 - Design Drawings)**
11	**1**	**Quorn Hotel Floodbank-CSs (Quorn Scheme 1990 - Design Drawings)**

3. Specifications

List the specifications, which apply to the contract.

Title	Date or Revision	Tick if publicly available
Civil Engineering Specification for the Water Industry	7th Edition	Yes
Lot 1 Specification Supplementary clauses	V1	No
All temporary works designs shall be prepared and reviewed in accordance with "Operational Instruction 300_**10**_SD14: Designers' safety, health and environmental Environment Agency Designer Red Amber Green (RAG) list". The *Contractor* shall design his Temporary Works to be of adequate strength and stability	V1	No
Anglian-Midlands MEICA Framework Deed of Agreement (9U3H-XU7DNK), including Schedule 1 (Framework Specification) and its Annexes;	V1	No
MEICA standard specification: Operational instruction 369_13 and its Associated supplementary documents;	2013	No
Specification for highway works series 600 - Earthworks	2016	Yes
The *Contractor* Provides the *works* in accordance with environmental best practice. The *Contractor's* attention is drawn to the following documents:		

• CIRCA, C749 Application of Eurocode 7 to the design of flood embankments 2014	2014	Yes
• Environment Agency – The Fluvial Design Guide (http://evidence.environment-agency.gov.uk/FCERM/en/FluvialDesignGuide/Chapter9.aspx?pagenum=4)	Online	Yes
• DMRB Highways Specification Series 600	Online	Yes
• Environment Agency, SHEW- COP	Online	Yes
• BRE – Green Guide to Specification.	2018	No
• BRE - Materials Information Exchange	4th Edition	Yes
• CIRIA, SP122 – Waste Minimisation and Recycling in Construction (practical guidance)	Online	Yes
• CIRIA, C513 – The Reclaimed and Recycled construction materials Handbook.	1995	Yes
• CIRIA, C533 – Environmental Management in Construction.	1999	Yes
• Considerate Constructor Scheme	2011	Yes
• BS 5837: 2005 Trees in relation to construction - Recommendations	N/A	Yes
• Construction Code of Practice for the Sustainable Use of Soil on Construction Sites – September 2009, DEFRA	2005	Yes
	2009	Yes

4. Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

1. The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract.
2. The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the *works*.
3. Any Waste from the works must be disposed of at a licenced facility.
4. The *Contractor* is to refer to the safety hazards & the significant design assumptions and suggested methods contained within the PCI for additional Constraints that may affect the *works*.
5. It is assumed excavation depths will be up to maximum of 1.5m in Soar Road
6. It is assumed excavation depths will be up to maximum of 3m in Flood embankment
7. It is assumed the existing pipework is sufficiently clean and does not require any desilting or jet wash
8. The design for the new chamber locations in Soar Road assumes the details of the floodwall foundation are as detailed on drawing 428-056, which means there will be no requirement to reinstate the floodwall foundations
9. It is assumed the Environmental Permits can be one single submission for approval

The following access issues are known:

A highway permit is required for the *works* to replace the penstocks on Soar Road's footway.

Working times

Normal working hours shall be defined as: Monday to Friday 0800 and 1700

No work shall be executed outside of these times or on weekends and Public Holidays without the prior written acceptance of the *Client* and a minimum notice period of 2 weeks is required. Such acceptance will be influenced

by the time of sunset, anticipated noise, odour and artificial light emissions from the *works,* proximity to property, use of public roads and any other considerations that could cause disturbance to members of the public.

5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which he submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

(a) Period required for mobilisation/ planning & post contract award;

(b) starting date;

(c) Each of the activities listed within the Price List;

(d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks;

(e) Completion date.

6. Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item	**Date by which it will be provided**
• Statutory Notices of Entry for access across the private land to access working area.	7 days prior to possession dates.
• Provide support to all communications with Landowners	where required
• Landowner contact information	When PCI document is signed off by PD.
• Design drawings of the buried gate valve penstocks, flood wall and flood embankments (Quorn Flood Alleviation Scheme 1990 – Design Drawings).	Attached

7. Site Information

a) Site Location

The location plans are attached with this form

Access to the site:

The *Contractor* shall notify the *Client* 2 weeks in advance of their intention to first enter or occupy each area of ownership or occupation within the *site*.

The *Contractor* shall provide the following information to the *Client* no less than 2 weeks prior to intended first entry to each area of ownership or occupation with the Working Areas:

- Marked up plan of the Working Area required.
- Duration of the works and entry requirements.
- Details of the works to be undertaken
- Access arrangements.
- *Site* safety requirements per Notification of Entry.

The *Contractor* shall maintain safe access and egress routes for pedestrians and vehicles where existing routes are affected by the *works*. The safe access and egress route shall be agreed with the *Client* at least two weeks before the *works* in the relevant part of the *site* commence.

c) Public Information

N/A

d) Buried Pipes, Services and Other Objects

Information will be provided in the PCI.

e) Buildings, Structures and Other Things Adjacent to *Site*

Information will be provided in the PCI

Proposed sub-*Contractor*s

	Name and address of proposed subcontractor	Nature and extent of work
1.		
2.	Form of Contract:	
3.	Form of Contract:	

4.	Form of Contract:	