

Engineering and Construction Short Contract

Contract Data Forms

June 2017 (with amendments January 2023)

Template version history

| V1 (as per bidder pack) | Go live template (this document) |
|-------------------------|----------------------------------|
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NEC4 Engineering and Construction Short Contract

| The Environment Agency |
|---|
| J N Bentley Ltd |
| The design and replacement of brackets and re-attachment of existing flap valve at Wynn Brook |
| Contract Forms Contract Data The Contractor's Offer and Client's Acceptance Price List Scope Site Information |
| |

| Con | tract | DEE |
|-----|-------|-----|
| | | |

The Client's Contract Data

| | The <i>Client</i> is | | |
|---------------------------------------|--|--------------------------------|--|
| Name | Environment Agency | | |
| | - . | | |
| Address for communications | | | |
| | | | |
| Address for electronic communications | | | |
| | | | |
| The works are | The replacement of brackets and valve to the outfall headwall at W | | |
| | | | |
| The site is | The site is at Wynn Brook, Chigv 8PN. OS grid reference TQ4145 | vell Road, Woodford Green, IG8 | |
| | 8PN. OS grid reference TQ4145 | 190893 | |
| | | | |
| The starting date is | 03/02/2025 | 03/02/2025 | |
| The completion data is | 00/05/0005 | | |
| The completion date is | 02/05/2025 | | |
| The delay demosto are | | Dordov | |
| The <i>delay damages</i> are | £0 | Per day | |
| | | | |
| The <i>period</i> for reply is | 2 | weeks | |
| | | L | |
| The defects date is | 52 | weeks after Completion | |
| | I . | | |
| The defects correction period is | 4 | weeks | |
| The assessment day is | the last working day | of each month | |
| The assessment day is | | | |
| The retention is | nil | % | |
| ott Mac Donato Rest Dit Ted Version 7 | Last printed 22/0 | 1/25 Page 2 of 17 | |
| | Last printed 22/0 | 1/25 Page 3 of 17 | |

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 Con | tract D | 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 de | lay has been agreed. | | |
| For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to | The Contract Price | | | |
| | | | | |
| The <i>Client</i> provides this insurance | None | | | |
| | | | | |
| | Insurance T | able | | |
| Event | | Cover | Cover provided until | |
| Loss of or damage to the works | | Replacement Cost | The <i>Client's</i> certificate of Completion has been issued | |
| Loss of or damage to Equipment, Plant and | Materials | Replacement Cost | The defects Certificate | |
| The <i>Contractor's</i> 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 | | Minimum £5,000,000 in respect of every claim without limit to the number of claims | has been issued | |

| | nployee of the <i>Contractor</i>) arising from or in connection ith the <i>Contractor's</i> Providing the Works | | | |
|----------------|---|---|---|--|
| Contra | y for death of or bodily injury to emp octor arising out of and in the co ment in connection with this contract | The amount required by the applicable law | | |
| | of the <i>Contractor</i> to use the skill and y professionals providing works simila | | Minimum Contract Price in respect of every claim without limit to the number of claims | 6 years following Completion of the whole of the works or earlier termination |
| The A | | | | |
| The Ad | djudicator nominating body is | The Institution | of Civil Engineers | |
| The <i>tri</i> | bunal is | litigation in the | e courts | |
| | | | | |
| | unditions of contract are the NEC4 Engineering addition mendments) and the following addition | | Construction Short Contract | June 2017 (including |
| Only e | enter details here if additional cond | itions are requ | lired. | |
| Z1.0 | Sub-contracting | | | |
| Z1.1 | The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them. | | | |
| Z1.2 | Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice. | | | |
| Z2.0 | Environment Agency as a regulatory authority | | | |
| Z2.1 | The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other. | | | |
| Z2.2 | authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> 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 <i>Client</i> 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 | .1 Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> 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 Parti | es) Act 1999 | | |
| Z5.1 | For the purposes of the Contracts (purports to confer on a third party a | | | |
| Z6.0 | Design | | | |
| Z6.1 | Where design is undertaken, it is the normally used by professionals prov | | | the use of skill and care |
| Z6.2 | The Contractor designs the parts of | the works whic | h the Scope states they are | e to design. |

| Z6.3 | The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> 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-contractors |
| | • 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 <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> . |
| Z9.0 | Termination |
| Z9.1 | Delete the text of Clause 92.3 and replace with: |
| | If the <i>Contractor</i> 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 <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack |
| Z110 | Inflation |
| | At the Contract Date the total of the Prices does not include a sum to cover inflation. |
| | The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. |
| | The number of Price Adjustments shall be equal to: |
| | The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date. |
| | The proportion of Price Adjustment shall be equal to: |

| The total of the Prices at the Contract Date / The number of Price Adjustments |
|---|
| Each time the amount due is assessed, the Price Adjustment shall be: |
| The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate] |
| The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment |
| Provided always that the fixed number of Price Adjustments has NOT been exceeded. |
| The Price Adjustment adjusts the total of the Prices. |
| If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly. |
| |

Contract Data

The Contractor's Contract Data

| | The Contractor is | |
|--|----------------------------------|---|
| Name | J N Bentley Ltd | |
| | | |
| Address for communications | | |
| | | |
| Address for electronic communications | | |
| | | |
| The fee percentage is | | % |
| | | |
| The people rates are | AOMR Lot 1 Framework Pricing Sch | nedules |
| | | |
| category of person | unit | rate |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| The published list of Equipment is | | AOMR Lot 1 Framework Pricing Schedules |
| | | |
| 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 | £57,904.93 |
|-------------------------------------|--|
| | Enter the total of the Prices from the Price List. |
| Signed on behalf of the Contractor | |
| Name | |
| | |
| Position | |
| | |
| Signature | |
| | |
| | |
| Date | |
| | |
| The Client accepts the Contractor's | Offer to Provide the Works |
| | |
| Signed on behalf of the Client | |
| Name | |
| | |
| Position | |
| | |
| Signature | |
| | |
| | |
| Date | |
| | |
| | |

| Pric | e List | | | | |
|------------|--|---------|-------------|--------------|----------|
| Entrios ir | n the first four columns in this Price List are made | oithor | by the Clie | nt or tho to | ndoror |
| Entries II | | enner | by the che | | inderer. |
| item cha | If the <i>Contractor</i> 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. | | | | |
| the quan | If the <i>Contractor</i> 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 | Description | Unit | Quantity | Rate | Price |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | _ |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | 1 | 1 | 1 |
| | The t | otal of | the Prices | £57,904.9 | 93 |
| | | | | | |

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

1.1 Project Background

Attempted theft of the flap valve at Wynn Brook, Chigwell Road, Woodford Green has left the flap gate disconnected from the frame. This is affecting the operational condition of the asset. As part of the ABRC commitment, repair *works* are required to bring the asset to recommended operational condition

The flap gate is still on *site* but not in place. In the current, damaged condition the flap gate is susceptible to back flow in high water level conditions from the River Roding.

The objective of the *works* is to bring the existing asset to its intended standard of service. This will be done by reinstalling the flap gate with new bracketry and security features.

1.2 Description of the works

The proposed *works* requires the existing flap gate to be recovered from Wynn Brook and reinstalled with new bracketry and security features.

The *works* are envisaged to be delivered in two phases. The first phase will require advance design of the flap gate bracketry, and the second phase will require reinstallation of the flap gate.

The design works will require

- a. review of the bracket detail from as-built drawings provided with this Scope and *site* review of the asset.
- b. Design of the bracketry detail with enhanced security measures to mitigate against or prevent future attempts of theft.

The construction *works* will require building or manufacturing of the new bracketry to facilitate the installation of the flap gate.

An outline proposed *works* details, access details and methodology for delivering the *works* has been compiled through early supplier engagement and included in Appendix 1.

The *Contractor* is not obliged to accept or follow the proposed methodology provided and is to establish their own methodology to Provide the Works. The *Contractor* is encouraged to improve, explore or adopt a methodology suitable to best deliver the required *works*.

1.3 Contractor's design

The Contractor shall produce design drawings required to enable the construction and delivery of the works.

In undertaking the design, the *Contractor* shall be responsible for provision of detailed design drawings, and other drawings including those in respect of necessary temporary *works*. This shall be submitted to the *Client* for acceptance.

The *Contractor's* design shall comply with the recognised drawing standards and should include but is not limited to:

- a. Drawings
- b. Specifications, including any additional clauses to the Employer's standard

- c. Design Reports, buildability statement and maintenance plan
- d. Designer's risk assessment
- e. Public Safety Risk Assessment
- f. Pre-construction information
- g. As built drawings and update to H&S file

The *Contractor* is responsible for liaising with individual suppliers over the design of the *works*, including temporary *works*, to reach an agreed design.

The *Contractor's* design is to be carried out in accordance with the Asset OMR Framework Deed of Agreement and Schedules and the Technical Specification.

All designs, calculations and equipment specifications must be submitted to the *Client* and Senior User for acceptance before purchase or construction. This shall not relieve the *Contractor* or the manufacturer of their design liabilities. Design responsibility shall remain with the *Contractor*. All documents shall be provided in PDF format.

Design discussions shall begin as early as possible and if necessary, design concepts and sketches shall be made available to the *Client* and Senior User.

In developing the design, as a minimum, the *Contractor* shall present the design to the following team members:

- a. Client
- b. Senior User
- c. Asset Performance Lead
- d. Principal Designer appointed by the Client.

In advance of the *Client's* acceptance, the design submission shall be issued to the Principal Designer. The *Client* shall not accept the design until the Principal Designer is satisfied that the requirements of the CDM Regulations have been complied with

The *Contractor's* design submission shall be in accordance with the accepted programme. The design submission including all associated documents shall first be stored on Sharepoint for review. The submissions shall contain a link to the relevant folder or folders on Sharepoint.

A minimum of two weeks should be given for the review and acceptance of the design submission. The accepted submission shall then be uploaded to Asite.

2. Drawings

The following drawings included in Appendix 2 are to be read in conjunction with the Scope and any other documents forming part of the contract.

| Drawing Number | Revision | Title |
|----------------|----------|--|
| FV141211-1ASS | A | Flat Valve 1300 x 1300 General Arrangement Drawing |
| - | - | Hinge Assembly 1 |
| - | - | Hinge Assembly 2 |
| - | - | Hinge Assembly 3 |
| - | - | Hinge Assembly 4 |
| | I. | • |
| | | |

3. Specifications

List the specifications which apply to the contract.

The *Contractor* shall carry out their *works* using requirements that should be followed for all Asset OMR Framework call off contracts.

The list below is not exhaustive as all installations must conform to the current standards. It is the *Contractor*'s responsibility to review the full list of standards for applicability.

The *Contractor* must comply with all current and relevant environmental legislation, guidance and other such documentation including, but not limited to, the following in the delivery of the *works*:

- a. BRE Green Guide to Specification.
- b. BRE Materials Information Exchange
- c. CIRIA, SP122 Waste Minimisation and Recycling in Construction (practical guidance)
- d. CIRIA, C513 The Reclaimed and Recycled construction materials Handbook.
- e. CIRIA, C741 Environmental Good Practice on Site Guide (fourth edition)

| Title | Date or Revision | Tick if publicly available |
|---|------------------|----------------------------|
| The Client's Minimum Technical Requirements | 12/2021 | |
| Civil Engineering Specification for the Water Industry, 8 th Edition | 11/2023 | yes |
| Safety Health, Environment & Wellbeing | 09/2023 | yes |
| Code of Practice (SHEW COP) | | |
| Environment Agency Blockage Management Guide (Gov.uk) | 12/2019 | yes |
| Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance | 12/2019 | yes |
| | | |

4. Constraints on how the Contractor Provides the Works

4.1 General Constraints

The *Contractor* is to provide the *works* in accordance with the Asset OMR Framework Deed of Agreement and Schedules including the Technical Specifications.

The administration of the contract is to be carried out using the *Client's* contract management tools. All contractual communications are to be sent through the *Client's* contract management tools (FastDraft).

The *Contractor's* site Operatives / personnel (including Subcontractors) prior to carrying out the *works* shall either be:

- a. Formally site inducted to the site. Or:
- b. If not site inducted, escorted onto and around the site once they arrive.
- c. Under no circumstance, howsoever arising shall the *Contractor's* site operatives enter the *site* until one of the above criteria is fully discharged.

Constraints regarding access, use of the *site*, parking, noise, and variations, working hours for each of the assets will be provided by the *Client* where required.

The Contractor shall Provide the Works in accordance with their accepted Framework Sustainability Plan.

The Contractor may only use the site for the purposes in connection with the works.

Site activities shall be planned to comply with the recommendations noted within the latest version of the Environmental Action Plan.

The *Contractor* shall comply with the latest revision of the Environment Agency's Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) V6 September 2023.

All design and construction activities must adhere to the latest version of the *Client's* Minimum Technical Requirements (MTRs). Where there is conflict between MTRs and the Scope, the Scope takes precedent, but the *Contractor* shall notify the *Client*.

4.2 Use of site

At the end of each working shift, the *Contractor* shall leave the *site* safe, tidy and without any risk to others.

The *Contractor* shall be responsible for the security of the *site* and ensure that no unauthorised person gains access to any part of the *site*.

The *Contractor* shall be wholly responsible for the security of the *site*, passage of vehicles, personnel/pedestrians and security of neighbouring properties which may be affected by the *works*, including personnel, Equipment, Plant and Materials used in the delivery of the *works*.

The *Contractor* shall establish the construction *site* and compound boundaries immediately upon taking possession and take all necessary steps to clearly identify the construction *site*, preventing access to the *site* by unauthorised persons or trespassers. This includes all inductions and supervision of the *site* at all times during the *works*.

All temporary barriers, fences and hoardings erected as part of the *works* shall be appropriately designed, kept secure, regularly inspected, and maintained throughout the duration of the project.

The *Contractor* shall keep the public informed of the *works* and of the dangers present on the *site* through appropriate notices, signages and other communication methods as the *Client* deems necessary.

The *Contractor* shall consider the security of neighbouring properties and shall not leave unattended any items or conditions which would provide, or assist, access to neighbouring properties.

4.3 Working times

The Contractor will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

4.4 Protection of the works

The *Contractor* shall protect the *works*, Equipment, Plant and Materials, liable to damage either by the weather or by the methods employed for undertaking the *works*.

The *Contractor* shall ensure that any damage caused by the *works* is remediated to an equal or better condition following the *works*, at the *Contractor*'s cost.

The Contractor is responsible for preventing damage to existing structures during the works.

4.5 Temporary Traffic Management

The *Contractor* shall plan and execute the *works* in a manner that minimises disruption to residents, landowners, businesses and the public.

The *Contractor* shall liaise with the *Client* to understand and adhere to any issues or agreements with stakeholders. The *Contractor* shall display signage advising of the *works* 2 weeks prior to commencing on the *site*.

The *Contractor* shall identify in their designs the assumed access and egress routes to and from *site*, with due consideration to the assumed plant to be used including deliveries of materials.

The *Contractor* shall outline in their design on-site traffic management assumptions on drawings with regards to access points, compound locations, plant and vehicle movements, pedestrian movements, any space constraints, ground bearing capacities, culverts, cattle grids, bridge weight capacities and height/width restrictions, etc.

Where an asset interfaces with the public highway, the *Contractor* shall contact the relevant highways authority to confirm if a Road Safety Audit is required to ensure that the *works* will not adversely impact on highway safety.

The *Contractor* shall ensure the adoption of factors identified in the CLOCS standard (https://www.clocs.org.uk/resources/clocs_practice_note_for_designers.pdf) to ensure the safety of construction vehicle journeys as part of the design including

- a. zero collisions between construction vehicles and the community
- b. improved air quality and reduced emissions
- c. fewer vehicle journeys
- d. reduced reputational risk

Traffic Management Plans (TMP) must be developed for all projects. These should include movements of waterborne plant and equipment.

The TMP should identify the specific controls related to highway activities, people/plant interface at the point of work and the prevention of drowning when using water borne plant and vessels. Consideration must also be given to the precautions required to protect pedestrians, including designated walkways on *site* and in the compound area. All deliveries including those out of hours (e.g. tidal constraints) need to be appropriately supervised.

The TMP should be referenced in the Construction Phase Plan prior to commencement of work on *site*, be displayed on *site* during construction and referenced in the *site* induction. It should be regularly reviewed and updated whenever vehicle routes or movement conditions change. All associated operatives must be briefed on the content of the updated TMP and records maintained of the briefing.

4.6 Scope Assumptions

4.6.1 It is assumed the existing gate is in good condition. There is no requirement to replace the seals or undertake wet testing.

undertake wet testing.

4.6.2 It is assumed a Flood Risk Activity Permit is not required

4.6.3 It is assumed there will be no delays or restrictions imposed due to ecological issues including but not limited to nesting birds

4.6.4 It is assumed the Contractor can use the resident car parking spaces on Wynn Bridge Close for welfare/storage

4.6.5 It is assumed the provision of heavy duty track matts will be sufficient for temporary protection of the existing

gas main. There will be no requirement to install permanent protection and Cadent Gas will be available to support

4.6.6 It is assumed access to the works will not be delayed due to high or rising water levels

4.6.7 It is assumed there are no Technical Specification deviations or dispensations required

5. Requirements for the programme

5.1 Programme requirements

The *Contractor* shall submit their programme for acceptance in accordance with the timescale stated in Contract Data Part 1. The programme shall comply with the requirements set out in ECSC Clause 31 and be produced in an electronic format in Microsoft Project and PDF formats. The revised programmes for acceptance shall be submitted via FastDraft to the *Client*.

The *Contractor* submits their programme with the *Contractor*'s Offer for acceptance. The *Contractor* shows on each programme which they 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

Further to the requirements of ECC Clause 31 the *Contractor* shall provide a written explanation of changes to each programme activity, sufficient to enable the *Client* to understand the cause and impacts.

The *Contractor* shall submit to the *Client* a list of planned activities every week during construction. The list of activities shall be submitted on Friday of the preceding week. Any out of regular hours work must be clearly indicated to allow planning of appropriate attendance by the *Client*.

The *Contractor* shall ensure through planning and programming of the *works* to minimise the risk of damage to the existing structures and assets during construction of the *works*.

5.2 Methodology statement

The *Contractor* shall submit a schedule of method statements with their programme. The schedule shall list each of the method statements together with the date of its submission or where applicable the planned submission date.

Where the *Client* has agreed that method statements can be submitted at a later date in the programme, the *Contractor* shall submit them to the *Client* at least two weeks before the commencement date of that activity.

Method statements shall describe how the *Contractor* plans to undertake the activities including any planned temporary *works* and shall include a risk assessment of the activities. They shall also include the principal Equipment, people, Plant and Materials that the *Contractor* plans to use.

Method statements submitted for acceptance shall include (but are not limited to) the following matters:

- a. Health & safety measures;
- b. Extent of Working Areas and protective barriers;
- c. Access to Working Areas, including confined spaces;
- d. The implementation of relevant statutory regulations;
- e. The design and construction of temporary works;
- f. How the environmental impact of the activities is to be minimised;
- g. Equipment requirements, siting and mode of operation;
- h. Labour requirements and supervision including competency requirements;
- i. Delivery and storage of Materials;
- j. Provision of access to Others;
- k. Details of the construction sequence;
- I. Details of working methods;
- m. Detailed programme of work covered by the method statement;
- n. Implementation of the results of any consultation with Others;
- o. Contingency plans in the event of flooding, other difficulties or emergencies;
- p. Risk and COSHH assessments.

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 |
| | |
| | |
| | |
| Site Information | |
| | |
| | |

| Proposed sub-contractors | | | |
|--------------------------|--|---------------------------|--|
| | Name and address of proposed subcontractor | Nature and extent of work | |
| 1. | | | |
| | Form of Contract: | | |
| 2. | | | |
| | Form of Contract: | | |
| 3. | | | |
| | Form of Contract: | | |

Appendix 1 Outline Proposed Methodology

Appendix 2 Drawings