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)

NEC4 Engineering and Construction Short Contract

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**Land & Water Services Ltd**
For	**Cerne Abbas Reservoir Inlet Channel 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	Environment Agency	
Address for communications	The Environment Agency, Rivers House, Sunrise Business Park, Higher Shaftesbury Road, Blandford Forum, DT11 8ST	
Address for electronic communications	[redacted]	
The *works* are	In accordance with the design drawings and specification listed in the Scope – Removal of existing reservoir inlet channel stone filled gabion basket and mattress erosion protection. Replace with new stone filled gabion baskets and mattresses including channel access steps. Construction of new telemetry stilling well, draw pit and ducting.	
The *site* is	Cerne Abbas Flood Detention Reservoir, Kettle Bridge Lane Picnic Site, Duck Street, Cerne Abbas, DT2 7GY (closest Postcode)	
The *starting date* is	15/07/2024	
The *completion date* is	30/09/2024	
The *delay damages* are	£200	Per day
The *period* for reply is	2	weeks
The *defects date* is	52	weeks after Completion
The *defects correction period* is	4	weeks

The *assessment day* is	the last working day	of each month
The *retention* is	nil	%
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	The Contract Price	
The *Client* provides this insurance	None	

Insurance Table

Event	**Cover**	**Cover provided until**
Loss of or damage to the *works*	Replacement Cost	The *Client's* certificate of Completion has been issued

Loss of or damage to Equipment, Plant and Materials	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	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
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	The amount required by the applicable law	
Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the works	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 *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 (including 2023 amendments) 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 correct 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 (unless stated otherwise in the Scope). 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-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 Flooding is defined for the *site* as 121.6mAOD as recorded by the reservoir telemetry outstation situated on the reservoir inlet structure, which monitors upstream levels. This is top of bank level with flow out of channel. At this level the reservoir will start to impound
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

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 *starting date* 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	Land and Water Services Ltd	
Address for communications	Land and Water Services Ltd Weston Yard, Albury Guildford Surrey GU5 9AF	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
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	**£194,121.27**
	Enter the total of the Prices from the Price List.

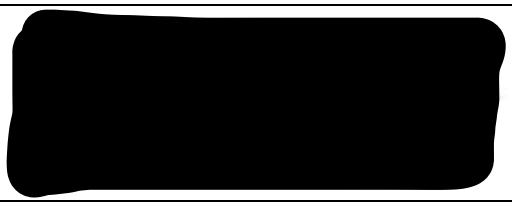
Signed on behalf of the *Contractor*

Name	[redacted]
Position	Commercial Director
Signature	[redacted]
Date	24/07/2024

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

Signed on behalf of the *Client*

Name	[redacted]
Position	Senior Commercial Officer

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	Rate	Price
1	Assume the role of Principal Contractor as defined in the CDM Regs 2015 and produce a Construction Phase Plan (CPP), including RAMS information. To be approved by the Principal Designer and Reservoir QCE.	1	sum	£2,038.40	£2,038.40
~~2~~	Procurement of construction materials required to complete the permanent works including gabion baskets / mattresses, gabion stone, concrete and reinforcement, fencing, gate, stilling tube, drawpit and ducting.			included	
~~3~~	Procurement of construction materials required to complete the temporary works including sheet piles for the temporary dam, submersible pump and pipework.			included	
4	Mobilisation and site-set up. To include information boards describing the nature of the works being undertaken and expected duration.	1	sum	£8,696.03	£8,696.03
5	Maintain site set up for duration of works.	1	sum	£9,760.80	£9,760.80
6	Supervision and management, including the provision of Site Welfare and attendance at biweekly progress meetings from the starting date to works completion (Client to Chair and distribute minutes). Provide a progress report a minimum of 2 days ahead of the progress meeting highlighting what has been achieved during that period.	1	sum	£21,386.40	£21,386.40

7	Construct and maintain temporary access route to working area for duration of works.	1	Sum	£10,895.76	£10,895.76
8	Provide and erect barriers to close section of Kettle Bridge Lane Car Park for site compound and maintain for duration of works.	1	Sum	£3,132.20	£3,132.20
9	Erect and maintain temporary fencing to ensure security to the reservoir site is no less than existing, for the duration of the works. This is around the full perimeter and covers the working area, materials storage areas and compound area.	1	Sum	£4,161.20	£4,161.20
10	Carefully remove webcam column from concrete foundation and relocate to temporary location.			Included	
11	Water management and fish removal. To include temporary works design and supervision, installation of the sheet piles forming the temporary dam, and installation and use of submersible pump and pipework arrangement to dewater the working area. Management of river flows during the construction stage.	1	Sum	£54,943.34	£54,943.34
12	Removal of existing inlet channel gabion baskets / mattresses including stone fill and dispose off site in accordance with waste legislation. Assume that the majority of existing gabion stone is to be reused locally (to be collected by a local contractor under waste transfer licence).	1	Sum	£12,884.92	£12,884.92
13	Preparation of riverbed and riverbank formation layer. Level survey to confirm formation levels and thus layer 01 gabion baskets and mattresses are as specified on the design drawings.			included	
14	Construction of new replacement inlet channel gabion baskets / mattresses including access steps.	1	Sum	£36,706.39	£36,706.39
15	Stilling tube, drawpit chamber (Cubis Stakkabox Ultima with Class C250 cover and frame) and ducts. Assume 1 x drawpit chamber (DP02 on drawing ENV0001275C-ATK-SP-2XX-RP-C-000206) with ducting to existing drawpit on right bank of inlet structure and ducting from this to the existing drawpit on the dam crest. The other drawpit (DP01) shown on this drawing within the access track is no longer required.	1	Sum	£4,858.73	£4,858.73
16	Re-install existing webcam column with new concrete footing. Same location as existing.			included	
17	Installation of replacement inlet channel PSRA fencing on right bank, new gate above the access steps and kee klamp handrail.	1	Sum	£4,133.40	£4,133.40

18	Clear site and reinstate. Removal of working platforms, reinstatement of working areas and reinstatement of damage to the access track and car park from material and plant movement. Topsoil and seeding of those areas subject to any damage during the construction stage.	1	Sum	£10,813.81	£10,813.81
19	Remove temporary access route and make good prior to practical completion.			included	
20	Demobilise site set up, reinstate reservoir boundary fencing and tidy-up. Includes all plant removals and also repair associated with plant movement.	1	Sum	£8,389.78	£8,389.78
21	Mark up construction drawings documenting any changes to be appended to a new Health and Safety File. Provide material specification / data sheets, supplier details, etc. to record in the H&S File. Production of the H&S File to be a collaborative effort between the Client, Designer, Principal Contractor and Principal Designer.	1	Sum	£1,320.11	£1,320.11
				The total of the Prices	**£194,121.27**

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

Project Background

Cerne Abbas flood detention reservoir was built on behalf of West Dorset District Council in 1986 to protect the village of Cerne Abbas from the 1 in 100 year flood event. It was subsequently adopted by the Environment Agency. The flood storage area is formed by an earth embankment running east to west across the River Cerne with a cut-off trench to tie into the underlying Greensand, a stepped gabion basket spillway and 1200mm diameter concrete outlet with a hydraulically actuated penstock on the inlet structure. The bed and banks of the reservoir inlet and outlet channels comprise of gabion mattresses and baskets. The Reservoir is designated as 'High Risk' under the Reservoirs Act 1975.

From August 2021 to March 2022 the Environment Agency replaced the spillway stepped gabion basket erosion protection, including those that formed the outlet channel up to Kettle Bridge. Additional works were completed on the dam embankment, consisting of installing Salix reinforced turf mat designed to withstand flow velocities associated with an extreme 1 in 10,000 year or probable maximum flood (PMF) event. These works were to address measures to be taken in the interest of safety (MIOS) under the Reservoirs Act 1975 as instructed by the appointed All Panel Reservoir Engineer (APRE).

The bed and banks of the river channel immediately upstream of the reservoir spillway and culvert intake structure is formed of stone filled gabion baskets and mattresses that provide erosion protection during impoundment events. These gabions, extending approximately 12m upstream, are nearing the end of their useful life. To ensure the continued safe operation of the reservoir and to maintain the designed standard of flood protection, these gabions are now to be replaced as a 'Phase 2' to the MIOS project.

Project Objectives

The key objective of this project is to replace the reservoir inlet channel erosion protection gabion baskets and mattresses in accordance with the design drawings and specification produced by the Designer Atkins. The works include:

- replacement inlet channel stone gabion baskets / mattresses.
- new access steps to the base of the trash screen on the inlet structure from the true right bank (access track side).
- New stilling well for river level telemetry

This is to include formal signoff from the Client appointed Reservoir QCE. The works are to be completed by 30th September 2024.

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.

The *works* are described on the Contract drawings in Section 2; primarily thy comprise:

Pre-Construction Works

Prior to works commencing on site the *Contractor* shall:

- Assume the role of Principal Contractor as defined in the CDM Regs 2015.
- Review the provided Pre-Construction Information (PCI) and prepare a suitable Construction Phase Plan (CPP) addressing all risks identified by the designer and detailed in the PCI, which is to be submitted to the Principal Designer and Reservoir QCE for acceptance as early as practical but at least a minimum of 10 working days prior to the planned start of the construction stage.
- Appoint a Temporary Works Designer, Supervisor and Coordinator with suitable competence and experience. Undertake all temporary works design as necessary, in accordance with any applicable regulations, to complete the permanent works. To include temporary dam and pump arrangement for dewatering of the inlet channel and management of river flows during the construction stage. Also support for exposed surfaces during removal and replacement of the in-channel gabions.
- Obtain all necessary consents to undertake the works, including a FRAP for all temporary and permanent works and a FR2 form application to remove and relocate fish from the working area (fish rescue) under Section 27A of the Salmon and Freshwater Fisheries Act 1975.
- Locate and secure the required long lead procurement items as per specification.

- Before any work commences on the Site, and based on the EAP, the *Contractor* shall provide an ecological toolbox talk to their staff. The talk will identify any ecological constraints and identify any required actions.
- Prior to first entry to the site to undertake physical works, the *Contractor* shall record the condition of the site, including access routes, through photographs and videos. These are submitted to the Client for record keeping. The *Contractor* shall leave the site, including access, in as good a condition as prior to first entry.

Construction Works

The *Contractor* shall:

- Mobilise to the Site and set up the working area, storage area and safety signage.
- Segregate walkways and maintain access to the remainder of Kettle Bridge Lane Car Park. Ensure suitable signage and plant routes are established.
- Provide their own welfare and power for the site
- Provide Information Board(s) to inform the Public / Car Park users of the nature of the works being undertaken and expected duration / completion date.
- Maintain security, no less than existing, for the site for the duration of the works
- Verify the location of existing services
- Undertake all actions required in the Basis of Design to ensure flood risk has been reduced to as low as reasonably practicable during construction.
- Escalate technical design queries through to the *Client* and Design Team. Any departure from the approved design or specification must be reviewed by the Client who will consult with the Reservoir 'Qualified Civil Engineer' (QCE) as necessary.
- Minimise the amount of storage, equipment, and materials on site in order to avoid obstruction and health and safety issues and reduce vulnerability to vandalism by intruders.
- Undertake all actions required in the Environment Action Plan.
- Secure the site compound from public access for the duration of the works.
- Install *Client* accepted temporary works. To include installation of sheet pile temporary dam, and submersible pump/s and pipework arrangement required to dewater the working area. Complete fish rescue during this time. Management of river flows during the construction stage.
- Complete permanent works as per Drawings and Specification listed in Section 2 and 3 below. To include:
    - Removal of existing inlet channel gabion baskets / mattresses including stone fill. Assume that the majority of existing gabion stone is to be reused locally (to be collected by a local contractor under waste transfer licence).
    - Preparation of riverbed and riverbank formation layer. Level survey to confirm formation levels and thus layer 01 gabion baskets and mattresses are as specified on the design drawings.
    - Construction of new replacement inlet channel gabion baskets / mattresses including access steps.
    - Installation of new stilling tube, drawpit chamber (Cubis Stakkabox Ultima with Class C250 cover and frame) and ducts. Assume 1 x drawpit chamber (DP02 on drawing ENV0001275C-ATK-SP-2XX-RP-C-000206) with ducting to existing drawpit on right bank of inlet structure and ducting from this to the existing drawpit on the dam crest. The other drawpit (DP01) shown on this drawing within the access track is no longer required.
    - Re-instate existing webcam column with new concrete footing. Same location as existing.
- Notify the Flood Incident Duty Officer (FIDO) in the event the reservoir standard of protection is compromised at this site. FIDO contact details to be provided by the Client prior to works starting.
- Notify the *Client* of any damage caused to any existing structure during the Construction Phase. This is due to the potential implications on reservoir safety.
- Prior to Completion the *Contractor* shall arrange a joint inspection with the *Client*. Completion is achieved and certified only when the works have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use.
- Reinstate all access routes and the reservoir site to their original condition. Re-establish all fencing, demobilise, remove all materials and reinstate any areas that have been damaged.
- Repair any damage caused to the Kettle Bridge Lane Car Park by undertaking the works, to the satisfaction of Cerne Valley Parish Council.

- All works should be carried out with care not to damage the parts which are to remain, in particular the spillway gabion baskets, dam embankment and existing manhole chambers.

Post-Construction Works

The *Contractor* shall liaise with the *Client*'s project team and CDM Principal Designer, to provide:

- Clearly annotated/marked up drawings, with any deviations from the design captured accordingly to enable the designer to produce 'as constructed' drawings;
- Actual incurred carbon calculations in accordance with the latest *Client* Carbon Tool and criteria;
- Construction information for the CDM Health and Safety File.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
ENV0001275C-ATK-SP-2XX-DR-C-000200	C01	Phase 2 – Inlet Channel Hazard and Location Plan
ENV0001275C-ATK-SP-2XX-DR-C-000201	C01	Phase 2 - Inlet Channel Existing Utility Plan
ENV0001275C-ATK-SP-2XX-DR-C-000202	C01	Phase 2 - Existing Arrangement and Accommodation Works
ENV0001275C-ATK-SP-2XX-DR-C-000203	C01	Phase 2 - Inlet Channel Proposed Civils General Arrangement
ENV0001275C-ATK-SP-2XX-DR-C-000204	C01	Phase 2 - Proposed Inlet Channel Replacement Setting Out Schedule
ENV0001275C-ATK-SP-2XX-DR-C-000205	C01	Phase 2 – Inlet Channel Proposed Access Step Details
ENV0001275C-ATK-SP-2XX-RP-C-000206	C01	Phase 2 – Inlet Channel Proposed MEICA General Arrangement
ENV0001275C-ATK-ZZ-3XX-RP-C-000002	P01	Phase 2 Upstream Works - Basis of Design

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Cerne Abbas Phase 2 Specification	C01	
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
SHEW CoP	V6	
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

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*.
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
The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the *works.*
The *Contractor* must complete the in channel works by 30 September 2024.
The *Contractor* shall give a minimum of 3 weeks' notice to the Client to acquire access to the site.
The *Contractor* shall maintain a functional and operational flood storage reservoir for the duration of the works
The *Contractor* is to ensure that the works area, materials storage and compound area is confined to the upstream side of the dam embankment, access track, grass area beside the kiosk and Kettle Bridge Lane Car Park. The reservoir spillway is formed of gabion basket erosion protection, and the dam crest and downstream slope of the dam embankment is protected by Salix P550 reinforced mats. No plant or material should be stored here to avoid damage to these structures.
As far as reasonably practicable the *Contractor* shall site generators, welfare units, construction Plant (when not in use), construction materials (when not being used) and waste materials outside of the flood storage area.
The *Contractor* must comply with the requirements of the Environmental Action Plan (EAP) and Bat Precautionary Working Method Statement (PWMS). This includes no construction machinery to operate from the left hand bank of the river to protect the veteran oak tree.
The *Client* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.
The *Contractor* shall escalate technical design queries through to the *Client* PM. Any departure from the approved design or specification must be reviewed by the Client who will consult with the Reservoir QCE as necessary
The *Contractor* shall facilitate access to the reservoir site for the Client (or its representatives) for the operation and maintenance of the site during the construction phase. This may include access for operations such as grass cutting to the reservoir embankments, clearance of trash screens, operation of structures or inspection by engineers etc.

The *Contractor* shall maintain public access to the remainder of the Kettle Bride Lane Picnic Site Carpark (apart from the site compound area). All site deliveries and construction Plant movements within the carpark area must be carefully supervised by banks person. Detail of this to be include within the traffic management plan.

During the Construction Stage the *Contractor* shall produce a progress report and submit this with their updated programme a minimum of 2 working days ahead of the biweekly progress meeting. This report:

- highlights the progress achieved since the last programme submission.
- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explains what actions are being implemented to mitigate any delay,
- state the expected date when the *Contractor* forecast to complete the works compared to the contract Completion Date,
- details any lost days due to weather,
- summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices,
- includes site photos of progress achieved since the previous progress report.

The *Contractor* shall register for Flood Warnings before work commences. If a flood warning is issued for this catchment area, the *Contractor* shall remove all equipment and materials from the flood storage area (impoundment area) that may be at risk of damage. The *Client* is not liable for any consequences if it is unable to provide flood warnings or weather forecasts, or if they prove inaccurate

Prior to Completion the *Contractor* shall arrange a joint inspection with the *Client*. Completion is achieved and certified only when the works have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The following criteria must be met for the *works* to be certified as Complete:

- The full requirements of the scope and drawings must be completed.
- all excavation, earthworks, and topsoiling work must be fully complete, and all construction plant, and machinery must be removed from site.
- all site temporary perimeter fencing, temporary works, materials storage and waste must be removed from site.
- all public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
- All fences that have temporarily been removed for the works should be reinstated in the same condition as found.

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

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
    - As-built drawings if there have been any changes to design
    - Materials specification sheets and supplier details
    - RAMS

Working times

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

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 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

The *Contractor* shall submit a revised programme to the Client for acceptance a minimum of 2 working days ahead of the biweekly progress meeting

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**
Pre Construction Information (PCI)	Contract Award
Fastdraft Access	Contract Award
Access key to the reservoir site	Contract Award
SharePoint Project Folder Access	Contract Award

Site Information

Cerne Abbas ECI Report Feb 2024
Phase 1 Replacement Spillway and Outlet Channel Drawings (2022) • Combined Drawings - Cerne Abbas Reservoir Spillway Replacement 5192864 As Built
Cerne Abbas Reservoir Health and Safety File – Spillway Replacement (2022)
Construction Drawings (1985) • AC1 Layout Plan • AC2B General Details Sheet 1 • AC3A General Details Sheet 2 • AC4 Inlet Channel Details • AC5A Screen Chamber Details Sheet 1 • AC6A Screen Chamber Details Sheet 2 • AC7A Screen Chamber Metalwork Details AC8 Outlet Chamber Detail
Topographic Surveys (2020) • Drawing No. 1007215 – A0 Cerne Abbas Topo Survey & Buried Services Sheet 1 of 2 • Drawing No. 1007216 – A0 Cerne Abbas Topo Survey & Buried Services Sheet 2 of 2 • Drawing No. 1007233 – A3 Topographic Survey & Services
Ground Investigation • 51292864 – Ground Investigation Specification (Rev 2.0 Jan 2021) • C6965 - Factual Report (Rev 02 Mar 2022)

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:	
4.	Form of Contract:	