



# 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	<b>The Environment Agency</b> <b>Horizon House</b> <b>Deanery Road</b> <b>Bristol</b> <b>BS1 5AH</b>
And	<b>Bridge Civil Engineering</b>
For	<b>Westford Reservoir Crest Beam Refurbishment</b>
	<b>Contract Forms</b> <ul style="list-style-type: none"> <li>- <b>Contract Data</b></li> <li>- <b>The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</b></li> <li>- <b>Price List</b></li> <li>- <b>Scope</b></li> <li>- <b>Site Information</b></li> </ul>

# Contract Data

## The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol BS1 5AH	
Address for electronic communications	<div></div> <div></div>	
The <i>works</i> are	The works are to remove the existing crest beam of Westford flood storage reservoir, and replace with a new crest beam, tying the existing Dycell on the downstream embankment face into the new crest beam arrangement.	
The <i>site</i> is	Westford Reservoir Crest Beam Refurbishment, Rackfield, Lower Westford, Westford, Wellington, TA21 0EP NGR: ST 12119 20258 Refer to ENV600241R-ATL-3WR-DR-000001 for the site location plan.	
The <i>starting date</i> is	16/06/25	
The <i>completion date</i> is	30/09/2025	
The <i>delay damages</i> are	£42.28	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion

The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply		
The <i>Adjudicator</i> 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 <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

## Contract Data

### The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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	
	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	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 <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 employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	The defects Certificate has been issued
Liability for death of or bodily injury to employees of the <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions		
<b>Only enter details here if additional conditions are required.</b>		
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	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory 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 <i>Contractor</i> may publicise the works only with the <i>Client's</i> 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 <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 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 <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	<p>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.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> 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	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract they comply with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>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.</p>
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	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p>

	<p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>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</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>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.</p>
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# Contract Data

## The Contractor's Contract Data

	The Contractor is	
Name	Bridge Civil Engineering Ltd	
Address for communications	Silverton House, Chudleigh, Devon, TQ13 0DF	
Address for electronic communications	[REDACTED]	
The fee percentage is	As framework agreement	%
The people rates are	As framework agreement	
category of person	unit	rate
The published list of Equipment is		As framework agreement
The percentage for adjustment for Equipment is		As framework agreement





# 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 £80,100.00

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Framework Manager

Signature

Date

12/06/2025

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

Signed on behalf of the *Client*

Name

Position

Senior Project Manager

Signature

Date	27/6/2025

# 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
	<b>Prelims</b>				
	Mobilisation and site setup, including track mats				
	Site management and supervision				
	Accommodation for the contract				
	Running costs				
	<b>Construction</b>				
	Dig out and dispose of existing beam (carefully around existing dycell)				
	<b>Crest Beam</b>				
	Excavation for new beam, permanent formwork				
	<b>Sections 1, 3 &amp; 5</b>				
	75mm Concrete Blinding				

	Pour new crest beam 500W x 750DP (including reinforcement and expansion joints)				
	<b>Sections 2 &amp; 4</b>				
	75mm Concrete Blinding				
	Pour new crest beam 500W x 750DP (including reinforcement and expansion joints)				
	<b>Head Beam</b>				
	Construction joint parallel to beam				
	Drill and fix 400mm steel dowels				
	Fix 8mm longitudinal steel bar to dowels and tie in Armorloc block steel wires				
	Check geotextile and SHAPE of head beam excavation				
	Pour head beam in sections as per above.				
	Reinstate site and demobilise				
<b>The total of the Prices</b>					<b>£ 80,100.00</b>

The method and rules used to compile the Price List are

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

# Scope

## 1. Description of the *works*

### 1.1 Project background

1.1.1 The Westford Flood Storage Reservoir (FSR) is located in the village of Westford, Somerset (see Figure 1a and 1b). The FSR was constructed in 1991 as part of a flood alleviation scheme for the village. The scheme

was originally designed to protect the village from floods up to the 2% annual probability (1 in 50 chance) event. The FSR has a storage capacity of approximately 45,000m<sup>3</sup> and therefore falls under the ambit of The Reservoirs Act 1975.



*Figure 1a: Location Plan (area):*

*Westford Reservoir National Grid Reference  
312124,120257*



*Figure 1b: Location Plan (local):*

*Westford Reservoir National Grid Reference  
312124,120257*

The FSR consists of an earth embankment dam across the Westford Stream. In the centre of the embankment there is an overflow spillway. The crest and downstream face of the spillway are protected with a concrete block revetment, which is covered by grass, see Figure 2.



*Figure 2: View of Westford Reservoir Spillway*

Under normal conditions the watercourse flows beneath the dam via an 'Armco' pipe arch culvert. The culvert is open at both ends. During high flows the opening formed by the orifice limits the flow downstream causing



impoundment within the FSR basin upstream. When the upstream water level rises above the overflow spillway crest level, flow passes via the spillway and back into the Westford Stream downstream of the FSR.

The original drawings, W11302/G/Y405, illustrate a 'detail of revetment header beam at spillway crest' (refer to figure 3 for the extracted detail). It should be noted that the drawings held on file are only the Contract drawings and not AS BUILT versions. The original design of the spillway as shown in the drawing is a 750mm deep by 500mm wide concrete crest beam. However, recent Ground Investigations carried out in 2023 found that depth of the beam varied between 80mm to 300mm and was not constructed to the specified 750mm depth as detailed in the drawing. Downstream of the concrete crest beam, the top of the embankment features a slope protection DYCEL cellular revetment block (changed from AMORLOC during the construction phase), with a Geotextile placed beneath these blocks. The first two blocks are cast into the concrete crest beam, and it is believed that they incorporate rebar for enhanced adhesion to the concrete crest beam.

*Figure 3: Extracted detail from drawing W11302/G/Y405*

1.1.2 The Westford Crest Beam Refurbishment project involves the replacement of the existing approximately 65m long concrete crest beam with a new concrete beam designated to meet a minimum size of 750mm x 500mm to meet the Reservoir Inspecting Engineer recommendations and investigations following the S10 inspection.

The existing revetment is to be 'incorporated into' the replacement beam.

It is essential to ensure that the geotextile beneath the revetment runs under the replacement crest beam, adhering to the details outlined in Figure 3.

1.1.3 The objective is to ensure the reservoir spillway functions effectively during high-level events, mitigating the risk of future degradation, minimising the need for ongoing maintenance and reducing the risk of failure of a Category A large, raised reservoir.

## **1.2 Description of the works**

### **1.2.1 The works are**

- The *Contractor* will attend a pre-commencement meeting.
- The *Contractor* will undertake the construction in accordance with the details as identified in section 2, Drawings.
- The *Contractor* will ensure that the final crest level aligns precisely with the original design specifications to safeguard the unaltered reservoir capacity.
- The *Contractor* will undertake temporary works design to ensure the replacement of the crest beam does not compromise the capability for impoundment of the reservoir during construction. It is essential that the works maintain the current Standard of Defence throughout the project to safeguard the reservoir compound from any potential risks.
- The *Contractor* will gain all required consents and permissions in order to commence the construction ahead of undertaking the works.
- The red line boundary, 'Figure 4' denotes the extent of the works.
- The *Contractor* will provide support to the Client and Client's appointed designer for the completion of Health and Safety File.
- The *Contractor* will provide information to the Client to inform production of as built drawings.
  - The *Consultant* will provide all the necessary design detail and design risk assessments to complete the Pre-Construction Information (PCI) document and produce the PCI document using the Environment Agency PCI template document. PCI to be signed off by EA X63 , Principal Designer.
- The *Contractor* will provide contingency plans in advance of the construction phase that are approved by



the *Client* and All Reservoir Panel Engineer.

- The *Contractor* will prepare and maintain contingency plan, though the duration of the project, to protect the Works during construction in the event of the Westford reservoir attenuating or the Westford spillway operating. The contingency plan will be issued to the *Client* for acceptance prior to the commencement of the Works.

1.2.2 The *Contractor* shall maintain the works from Completion until the *rectification dates*.

### **1.3 Contractor's design**

1.3.1 The *Contractor* shall undertake required to undertake any required temporary works design to facilitate delivery of the works.

### **1.4 Accommodation**

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the works, as quantified and priced in the Framework Pricing Workbook.

### **1.5 Access to the Site**

1.5.1 Prior to first entry to the site to undertake physical works, the *Contractor* shall record the condition of the site and accesses to the site through photographs and videos. These are submitted to the *Client* for record keeping. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

### **1.6 Sharing the Site with the Client and Others**

1.6.1 In the context of this contract, *Others* is defined as all stakeholders relevant to the scope of the contract. [Detail the activities of *Others* within the Site.]

1.6.2 The *Contractor* shall co-operate with *Others* in obtaining and providing information which they need in connection with the works. [State any requirements that have been agreed with *Others*.]

- The *Client* will attend site to cut the grass on the reservoir appurtenant to the *Contractors* working area.
- Who is doing it, : Environment Agency field operations team.
- When it is being done, and for how long, : fortnightly – 1/2 day attendance
- Where is it being done, : appurtenant to the *Contractor* Working Areas
- How the *Contractor* is to co-operate and share the Working Areas.
- The *Contractor* is to facilitate access to the *Client* field operations team to cut the grassed area on a fortnightly basis. The *Contractor* is to facilitate access during these periods.

### **1.7 Management of the Works**

1.7.1 The *Client* and *Contractor* administer the contract using the *Client's* contract management tools. This is currently FastDraft but may be transferred to similar systems from time to time.

1.7.2 The *Client* and *Contractor* attend the following meetings:

- Project start meeting
- Weekly online progress meetings from the starting date to [30/9/2025]. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings. [Meetings are to be held online via Microsoft Teams, The *Contractor* is to allow for a monthly face to face meeting to be held at the Environment Agency's local office.
- Monthly commercial meetings from the starting date to [30/9/2025]. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

*1.7.3 The Contractor shall produce a progress report and submit this with their updated programme a minimum of 2 working days ahead of the monthly 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.*

*1.7.4 [Consider if any deliverables are expected that would require submitting and in alignment to the Employer's Information Requirements (EIR)]*

#### **1.8 Weather Measurements**

*1.8.1 The place where weather is to be recorded is: Local MET Office Weather station, Wellington, Somerset. : Huntsham - 50.953, -3.437*

*1.8.2 The weather measurements are to be supplied by: Met Office*

#### **1.9 Quality Management**

*1.9.1 The Contractor shall carry out the following tests and inspections:*

- The Contractor is to provide a photographic record of work and to provide concrete samples. The Contractor is to facilitate inspection at regular intervals for the nominated Clients representative (Site Supervisor)*
- Contractor is to provide photographic record of works. Contractor is to provide concrete samples.*

*1.9.2 The Client shall carry out the following tests and inspections:*

- The Client or Clients representative may undertake inspection of site during the delivery of the works to review that these are being constructed in accordance with the scope.*

*1.9.3 Until the defects date, the Client shall instruct the Contractor to search for a defect.*

*1.9.4 The Client shall notify a defect to the Contractor at any time before the defects date.*

*1.9.5 The Contractor shall correct a defect whether or not the Client has notified it.*

*1.9.6 Before completion, the Contractor shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.*

*1.9.7 The Client shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:*

- The end of the last defect correction period and*
- The date when all notified defects have been corrected.*

*1.9.8 The Contractor and the Client may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the Contractor and the Client are prepared to consider the change, the Contractor shall submit a quotation for reduced Prices or an earlier completion date or both to the Client for acceptance. If the Client accepts the quotation, it shall change the scope, the prices and the completion date accordingly.*

*1.9.9 If the Contractor has not corrected a notified defect within its defect correction period, the Client shall assess the cost of having the defect corrected by other people and the Contractor shall pay this amount.*



### **1.10 Consents, Permits and Licenses**

1.10.1 The Client shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works. The following agreements are in place: Taunton Deane Council who have occupation of the southern end of the EA land holding.

The council have a contractual right to occupy the land without interference (except when in breach of any terms of the lease). If there is a requirement to enter onto that part of the site we would need to serve notice on the council. The access track called "Rackfield" is owned by a third party over which we have an easement allowing us to access with vehicles, equipment, and apparatus to get to the EA's land.

1.10.2 The Contractor shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works, including but not limited to:

- Environmental permit or required exemption.

### **1.11 Health, Safety & Environment**

1.11.1 The Client's SHEW CoP is applicable to the Contractor in providing the works.

1.11.2 The Considerate Constructors Scheme is applicable as per the Client's SHEW CoP. The Contractor is responsible for registering the project unless otherwise instructed by the Client.

1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the works. The Contractor acts as Principal Contractor under the Regulations.

1.11.4 The Contractor shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the works and submits these to the Client for acceptance. The Contractor does not commence activities until the relevant RAMS have been accepted by the Client. The Client has the period of reply to respond to the RAMS.

1.11.5 The Contractor undertakes the actions within the Environmental Action Plan (EAP)

### **1.12 Procurement of subcontractors**

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the Contractor shall use sustainability, quality and price criteria when selecting subcontractors, evidence of how this was undertaken to be retained and made available to the Client if required.

1.11.2 In accordance with Schedule 7 Clause 2.1.6, the Contractor shall ensure that supply chain opportunities are inclusive and accessible to Small and medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.

1.11.3 In accordance with Schedule 7 Clause 2.1.1, the Contractor shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-contractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful subcontractor.

### **1.13 Completion**

1.13.1 Prior to Completion the Contractor shall arrange a joint inspection with the Client. The initial inspection shall take place a minimum of one week in advance of the Completion. 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 Client is responsible for making their initial judgement following the joint inspection.

1.13.2 The following criteria must be met for the works to be certified as Complete [delete, add or amend to the following examples as required for each specific project]:

- All hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- all excavation, earthworks, and reinstatement and topsoiling work must be fully complete, and all construction plant, and machinery must be removed from site.
- all site 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.*

*1.13.3 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 from the Contractor to the Client appointed Principal Designer for the Health & Safety File including but not limited to:*
- *As-built drawings*
- *Maintenance plans*

## 2. Drawings

Drawing Number	Revision	Title
ENV6002241R-ATK-00-3WR-DR-C-000004	C04	WESTFORD GENERAL ARRANGEMENT & SECTION PLAN
ENV6002241R-ATK-00-3WR-DR-C-000005	C01	WESTFORD CREST BEAM LONG SECTION

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes

Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	V 12	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
SHEW CoP V 7		
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	
Exchange Information Requirements (EIR)	V3	

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

4.1. 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

4.1 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*. Delete this guidance before issue.

4.3 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to **Anna Yardley**. The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.4 All communications from the *Contractor* to the *Client* shall be sent to **Anna Yardley**.

##### 4.5 Protection against Damage

4.5.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on *site* are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.



4.5.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in *Contractor's* Equipment.

4.5.3 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.5.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

4.5.5 In order to assess the extent of work, the *Contractor* shall visit each site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.

4.5.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

4.5.7 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing his quotation.

4.5.8 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor's* programme, proposed access routes and method statements. Compensation claims incurred due to the *Contractor's* failure to comply with its programme, access routes and/or method statements will be passed on to the *Contractor*.

4.5.9 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

4.5.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

4.5.11 A key, which must be returned on completion of the works, will be provided as necessary to allow access through the *Client's* gates.

4.5.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.

4.5.13 Seven (7) working days' notice of commencement of works shall be given to the *Client*.

4.5.14 Two (2) working days' notice must be given to the *Client* in advance of completion of the works.

4.5.15 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.

4.5.16 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.

4.5.17 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*.

4.5.18 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request.

4.5.19 No mud or other debris to be deposited on any tarmac areas outside the site access gate, any such material to be removed immediately.

4.5.20 The *Contractor* shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.

4.5.21 Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on *Contractor* performance.

4.5.22 No fires may be lit on site unless expressly authorised by the *Client*.

#### **4.6 Choice of Equipment**

4.6.1 The *Contractor* shall choose the most appropriate plant to complete the works.

4.6.2 The *Contractor* ensures that all plant is maintained.

4.6.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.

4.6.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

#### **4.7 Permits**

4.7.1 Works will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency where required.

4.7.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. The *Client* has, where possible, started the application process which will need to be transferred to the *Contractor* and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

#### **4.8 Working times**

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

## **5. Requirements for the programme**

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

## Site Information

Description: The Westford Flood Storage Reservoir is located in the village of Westford, Somerset. It is designed to protect the village from floods up to a 1 in 50 year event and has a storage capacity of approximately 45,000m<sup>3</sup>.

### Pre-Construction Information

ENV6002241R-ATK-00-3WR-RP-C-000002 - Westford PCI

### Existing utilities and services

Utility Search Information provided in Site Information zip folder.

### Environmental Information

MXF-JBAU-XX-XX-RP-EN-0001-S3-P02-Westford\_Reservoir\_Preliminary\_Ecological\_Appraisal

The *Contractor* will take into account information within the Westford Reservoir Preliminary Ecological Appraisal in delivery of the *works*.

### Site investigation

Report:

Westford Reservoir - Site Investigation - GI Photos 241105

### Buildability

Email correspondence – for information only

Westford Reservoir - Site Investigation - Correspondence - Buildability Discussion

### Design Risk Management

Issue details:

ENV6002241R-ATK-00-3WR-RA-C-000001 P02 – Design Risk Management Report

ENV6002241R-ATK-00-3WR-DR-C-000003 Constraints Plan

ENV6002241R-ATK-00-3WR-DR-C-000002 Hazard Plan

ENV6002241R-ATK-00-3WR-RA-C-000001 P02 Westford

### Site location plans

Issue details:

ENV6002241R-ATK-00-3WR-DR-C-000001 Site Location Plan

### Health and safety file

Issue details: The designer will issue this to the Client

### Access to site

Description: The site has a single point of vehicle access from a lane called Rackfield. When travelling South along Rackfield the site is accessed on the left through double swing mesh gates. There is a footpath entrance at the Northernmost point of the site located between The Old Water Mill and Westford Bridge.

Limitations: As there is one single point of vehicle access through a country lane, with a sharp turn into the site, it may be difficult to access the site with large vehicles or plant. There are also overhead cables at the entrance to consider.

### Use of the site

General: The site is an online flood storage reservoir dam embankment utilised to hold peak flows on the Westford stream during storm events.

The site is an unmanned site which is operated by the Environment Agency. The site stores flood water during a flood event and restricts flow downstream via a culvert.

The *Contractor* is not to impede the operation of the Westford reservoir for the means of flood storage in the implementation of the Works.

The *Contractor* will prepare and maintain a contingency plan to protect the Works during construction in the event of the Westford reservoir attenuating or the Westford spillway operating. The contingency plan will be issued to the *Client* for acceptance prior to the commencement of the Works.

Limitations: The reservoirs capacity is 45,000m<sup>3</sup> of water.

### Health and safety hazards

General: The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. The *Contractor* shall refer to the Hazard Plan as a guide for the potential Hazards present on site.

Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the works.

Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

## Proposed sub-contractors

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