

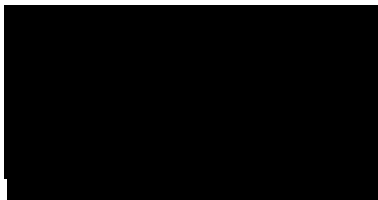
# NEC4 Engineering and Construction

## Short Contract

FCRM Operational Framework – Central Hub, Area 6 Lot 1

A contract between

The Environment Agency



And

For

Thorpe Acre Bank Repairs (Stonebow and near Morrison)

### 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 <i>Client</i> is	
Name	Environment Agency	
Address for communications		
Address for electronic communications		
The <i>works</i> are	Repairs of Black Brook floodbanks in Thorpe Acre, Loughborough	
The <i>site</i> is	Thorpe Acre, Loughborough	
The <i>starting date</i> is	To be determined by the <i>Contractor's</i> programme, but no earlier than July 2020	
The <i>completion date</i> is	To be determined by the <i>Contractor's</i> programme, but no later than October 2020	
The <i>delay damages</i> are	Nil	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 *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 <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <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	
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 3,000,000 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 and the following additional conditions		
Only enter details here if additional conditions are required.		

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 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. 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	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 <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design
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	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <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 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
Z7.2	Additional Compensation Event COVID-19  Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until 31 October 2020.

# Contract Data

## The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		
The <i>people rates</i> are	As per the FCRM Framework Rates	
category of person	unit	rate
General Foreman		
Project Manager		
Quantity Surveyor		

The <i>published list of Equipment</i> is		As per the FCRM Framework rates
The <i>percentage for adjustment for Equipment</i> 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

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

# 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	Mobilization <ul style="list-style-type: none"> <li>- Project Management</li> <li>- Site set up</li> <li>- Underground/overhead utility check</li> <li>- Demarcation of services</li> <li>- Establish site welfare facilities, etc.</li> </ul> Other(s) - please specify				
2	Morrisons Flood Embankments Repair Works <ul style="list-style-type: none"> <li>• Section 1 – From Maxwell Drive Bridge to Manhole 1– Floodbank’s side slope repair works (See Drawings Section1_01&amp; Section1_02)</li> <li>• Section 2 - From Manhole 1 to Manhole 2 – Embankment Repair Works (See Drawings Section2_01&amp; Section2_02)</li> <li>• Section 3 – 23m Section of Floodbank U/S of Morrisons Footbridge - Crest, Landward face and Exposed face Repair Works (See Drawings Section3_01&amp; Section3_02)</li> <li>• Section 4 – Blackbrook Way Footbridge to Pipeline (SK 51122 20295) - Cross Pipe 1 and 2 Ground Settlement Repair Works (See Drawings Section4_01&amp; Section4_02)</li> </ul>				
2A	Other option(s) suggested by the Contractor to carry out the works				
3	Stonebow Flood Embankment Repair Works (See Drawings Section 5_01)				



3A	Other option(s) suggested by the Contractor to carry out the works				
4	Demobilisation <ul style="list-style-type: none"> <li>- Site clearance and reinstatement including all access routes</li> <li>- Leave site clean and tidy</li> <li>- Final Inspection and acceptance</li> </ul>				
The total of the Prices					

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

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

### Description of the works

The first site is located near Morrisons Supermarket, Gorse Covert Centre, Maxwell Drive Loughborough LE11 5RX (SK5169520483 to SK5112220295)

The second site is located near Stonebow Bridge, Garendon Park (SK5042520588 to SK5048420748).

An investigation of Black Brook's flood embankments at the two locations identified that they are below their required condition due to crest and exposed/landward settlement.

The flood embankments need topping up of the low spots **to the levels shown on the attached design drawings** to return them to their required condition (See floodbanks boreholes logs attached).

An Environment Agency hydroseeding contractor will carry out the grass seeding of the repaired sections of the flood embankments after the completion of the repair *works*.

The site working area has been split into 5 sections as detailed on the attached design drawings. The following *works* are required at each section:

### **Section 1 – From Maxwell Drive Bridge to Manhole 1– Embankment Repair works Landward Face**

The existing landward face of the raised earth flood embankment needs reforming to the requirements shown in Drawing Section1\_01& Drawing Section1\_02.

#### **Required works:**

- Inspect the embankment landward face (dry side slope).
- Carry out Grass cutting to expose the low spots to be backfilled/repaired.
- Top up the low spots on the landward face, compact and rebuild up to the same level of the existing embankment landward face and grass seed the repaired sections of the embankment.
- Provide temporary fencing (Timber posts and Wire Fence Mesh or similar) to prevent members of the public access to the newly repaired embankment.

A section of the footpath adjacent to the working area needs to be closed during the *works*. A temporary footpath closure has been granted by Leicestershire County Council. The *Client* will provide the Footpath Closure Note to the *Contractor* prior the *works*.

### **Section 2 – From Manhole 1 to Manhole 2 – Embankment Repair works**

The existing crest, landward face and exposed face of the raised flood embankment needs reforming to the requirements shown in Drawing Section2\_01& Drawing Section2\_02.

#### **Required works:**

Inspect the embankment section profile, crest width/height, landward face and exposed face and mark the affected area.

#### Top up around Manhole 2

- Scrape 200mm depth of existing topsoil around Manhole 1.
- Backfill and compact with clay soil up to the manhole cover level.
- Spread 150mm topsoil (overboard).

#### Top up Crest and rebuild landward face and exposed face

- Scrape the 200mm depth of existing topsoil of the embankment crest, landward face and exposed face
- Realign/establish the width of the crest (both sides) from the corners of manhole 1 and 2, landward and exposed face to follow with the new crest level, width and alignment.
- Backfill and compact with clay soil up to the new level and alignment/profile of the embankment.
- Spread 150mm thick topsoil (overboard).
- Provide temporary fencing (Timber posts and Wire Fence Mesh or similar) to prevent members of the public access to the newly repair embankment.
- The hydroseeding of the floodbank will be carried out by an Environment Agency hydroseeding contractor after the completion of the repair *works*.

A section of the footpath adjacent to the working area needs to be closed during the *works*. A temporary footpath closure has been granted by Leicestershire County Council. The *Client* will provide a copy of the Footpath Closure Permit to the *Contractor* prior the *works*.

### **Section 3 – 23m Section of Floodbank U/S of Morrisons Footbridge - Crest, Landward face and Exposed face repair works**

The existing crest, landward face and exposed face of the raised flood embankment needs reforming to the requirements shown in Drawing Section3\_01& Drawing Section3\_02.

**Required works:**

Inspect the embankment section profile, crest width/height, landward face and exposed face and mark the affected area

- Scrape the 200mm depth of existing topsoil of the embankment crest, landward face and exposed face
- Realign/establish the width of the crest (both sides), landward and exposed face to follow with the new crest level, width and alignment.
- Backfill and compact with clay soil up to the new level and alignment/profile of the embankment.
- Spread 150mm topsoil (overboard).
- Provide temporary fencing (Timber posts and Wire Fence Mesh or similar) to prevent members of the public access to the newly repair embankment.
- The hydroseeding of the floodbank will be carried out by an **Environment Agency** hydroseeding contractor after the completion of the repair *works*.

A section of the footpath adjacent to the working area needs to be closed during the *works*. A temporary footpath closure has been granted by Leicestershire County Council. The *Client* will provide a copy of the Footpath Closure Permit to the Contractor prior the *works*.

**Section 4 – Blackbrook Way Footbridge to Pipeline (SK 51122 20295) - Cross Pipe 1 and 2 Ground Settlement Repair works**

Two location of pipes crosses underneath the embankment where the existing ground created a minor settlement/depression. The crest, exposed face and landward face ground needs reforming to the requirements shown in Drawing Section 4\_01& Drawing Section 4\_02.

**Required works:**

Inspect the embankment section profile, crest width/height, landward face and exposed face and mark the affected area

- Scrape the 200mm depth of existing topsoil of the embankment crest, landward face and exposed face
- Realign/establish the width of the crest (both sides), landward and exposed face to follow with the new crest level, width and alignment.
- Backfill and compact with clay soil up to the nearest width and level of the existing alignment/profile of the embankment.
- Spread 150mm topsoil (overboard).
- Provide temporary fencing (Timber posts and Wire Fence Mesh or similar) to prevent members of the public access to the newly repair embankment.
- The hydroseeding of the floodbank will be carried out by an **Environment Agency** hydroseeding contractor after the completion of the repair *works*.

**Section 5 – Stonebow Floodbank Repair works**

The existing crest and landward face and exposed face of the raised earth flood embankment needs reforming to the requirements shown in Drawing Section 5\_01.

**Required works:**

- Remove existing grass and weed from the floodbank crest, landward face and exposed face
- Rotovate existing topsoil and add any additional top soil required to fill in the low spots
- Provide temporary fencing (Timber posts and Wire Fence Mesh or similar) to prevent members of the public access to the newly repair/seeded embankment.
- The hydroseeding of the floodbank will be carried out by an **Environment Agency** hydroseeding contractor after the completion of the repair *works*.

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

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

The *Contractor* must liaise with Leicestershire County Council and Savills Estate Agents who act as managing agents on behalf of the Trustees of the Garendon Estate over any access restrictions to the two working areas.

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

The *Contractor* will be required to design, procure and manage any further site investigation that they deem necessary to undertake the construction *works*

Tree and vegetation clearance may be required to ensure no tree/scrub/bush growth is present on the embankment crest and slopes this is to be carried out in accordance with BE1 – Tree and Bush Management – embankment ‘FCRM Asset Management Maintenance Standards Version 3 March 2012’. Vegetation overhanging the embankment will need cutting to permit plant access to a height of 4m in accordance with TBE1 – Tree and Bush Management – embankment ‘FCRM Asset Management Maintenance Standards Version 3 March 2012’

#### **Construction works:**

The *Contractor* will provide the following:

- Construction Programme
- Start Up Meeting including *Client*’s representative (and Principal designer if required)
- Construction of all of the above following *Client* acceptance
- Removal and disposal at an appropriate **licenced** facility all waste materials arising from the *works*.
- Prepare and complete a SWMP.
- Supply of a Health & Safety File for the completed *works* including as-built drawings.

#### Access to the Site

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

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

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

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

#### Working Hours

Normal working hours shall be defined as:

Monday to Friday            0800 and 1700

No work shall be executed outside of these times or on weekends and Public Holidays without the prior written acceptance of the *Client* and a minimum notice period of 2 weeks is required. Such acceptance will be influenced by the time of sunset, anticipated noise, odour and artificial light emissions from the *works*, proximity to property, use of public roads and any other considerations that could cause disturbance to members of the public.

#### **Programme requirements:**

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

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

- The *Contractor* shall have obtained all highway and footpath consents required prior to starting construction.
- 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.
- The *Contractor* issues method statements to the *Client* for information in advance of carrying out items of work.
- The *Contractor* shall notify the *Client* 2 weeks in advance of their intention to first enter or occupy each area of ownership or occupation within the Site.

**Methodology statement:**

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

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

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

- risk assessments of the work;
- people and resources proposed;
- timing and sequencing of construction, materials, plant and equipment;
- details of temporary works
- indication of activities that represent a higher level of safety, health and environmental risk;
- safety, health and environmental controls proposed; and,
- any permit to work proposals.

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

Method statements shall include full particulars of the methods, timing and sequence of construction.

The *Contractor* does the work in accordance with the method statement.

**Services and other things to be provided by the *Client*:**

The *Client* will provide the following services or provisions:

- A Copy of Temporary Footpath Closure Permit for Footpath K150 adjacent to Morrison Supermarket
- Statutory Notices of Entry for all private land within the site at least seven days before the possession dates
- Provide support to all communications with Landowners
- Landowner contact information

No other services or provisions will be provided by the *Client*.

**Health and safety requirements:**

## CDM Requirements

The *Contractor* shall assume the role of Principal Contractor upon award of the Contract.

- The Principal Designer is to be provided by the *Client* (to be confirmed after project award), the *Contractor* will carry out the liaison with regards to the project health and safety paperwork.
- The *Contractor* shall be cognisant of the CDM Pre-construction Information; the *Client's* Health and Safety Policies and the 'SHEW Handbook' and must ensure full compliance with the *Client's* 'Safety is Paramount' code of practice. The *Contractor* shall ensure that all parties under sub-contract are cognisant of the requirements of these documents.
- The *Contractor* shall prepare the Health and Safety (Construction Phase) Plan before work commences on Site.
- The *Contractor* shall issue the Health and Safety Plan to the *Project Manager* for acceptance.
- The Health and Safety (Construction Phase) Plan has to be accepted by the *Project Manager* before work can commence on site.

### **Services:**

The *Contractor* shall positively locate all services when plans indicate they are in the vicinity of the *works* even if they do not appear to be located within the immediate working area.

### **Materials from Excavation and demolition:**

The *Contractor* is responsible for the removal and appropriate disposal of all waste from the Working Areas.

### **Final Clean:**

On Completion, the *Contractor* returns the roads, footpaths, car parks and any other areas affected by the *works* to a condition not inferior to that pertaining at the commencement of the *works*. All debris, unused materials, equipment and temporary works are to be cleared and dismantled from the site.

### **Correcting Defects:**

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

### **Completion:**

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

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

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

- The whole of the *works*

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

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

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

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
01	1	Morrisons Floodbanks Repairs - Location Plan
02	1	Stonebow Floodbank Repair - Location Plan
03	1	Morrisons Floodbanks Repairs – Drawing Section 1_01
04	1	Morrisons Floodbanks Repairs - Drawing Section 1_02
05	1	Morrisons Floodbanks Repairs - Drawing Section 2_01
06	1	Morrisons Floodbanks Repairs - Drawing Section 2_02
07	1	Morrisons Floodbanks Repairs - Drawing Section 3_01
08	1	Morrisons Floodbanks Repairs - Drawing Section 3_02
09	1	Morrisons Floodbanks Repairs - Drawing Section 4_01
10	1	Morrisons Floodbanks Repairs - Drawing Section 4_02
11	1	Stonebow Floodbank Repairs - Drawing Section 5_01
12	1	Morrisons Floodbanks Repairs – Drawing Footpath Closure 1
13	1	Morrisons Floodbanks Repairs – Drawing Footpath Closure 2
14	1	Morrisons Floodbanks Repairs – Drawing Footpath Closure 3
15	1	Morrisons Floodbanks Repairs – Borehole Logs
16	1	Stonebow Floodbank Repairs – Borehole Log

## 3. Specifications

List the specifications, which apply to the contract.

Title	Date or Revision	Tick if publicly available
Civil Engineering Specification for the Water Industry	7th Edition	YES
Lot 1 Specification Supplementary clauses	V1	NO
All temporary works designs shall be prepared and reviewed in accordance with “Operational Instruction 300_10_SD14: Designers’ safety, health and environmental	V1	NO

Red Amber Green list". The <i>Contractor</i> shall design his Temporary Works to be of adequate strength and stability		
<p>The <i>Contractor</i> Provides the Works in accordance with environmental best practice. The <i>Contractor's</i> attention is drawn to the following documents:</p> <ul style="list-style-type: none"> <li>CIRCA, C749 Application of Eurocode 7 to the design of flood embankments 2014</li> <li>Environment Agency – The Fluvial Design Guide (<a href="http://evidence.environment-agency.gov.uk/FCERM/en/FluvialDesignGuide/Chapter9.aspx?pagenum=4">http://evidence.environment-agency.gov.uk/FCERM/en/FluvialDesignGuide/Chapter9.aspx?pagenum=4</a>)</li> <li>DMRB Highways Specification Series 600</li> <li>Environment Agency, SHEW- COP</li> <li>BRE – Green Guide to Specification.</li> <li>BRE - Materials Information Exchange</li> <li>CIRIA, SP122 – Waste Minimisation and Recycling in Construction (practical guidance)</li> <li>CIRIA, C513 – The Reclaimed and Recycled construction materials Handbook.</li> <li>CIRIA, C533 – Environmental Management in Construction.</li> <li>Considerate Constructor Scheme</li> <li>BS 5837: 2005 Trees in relation to construction - Recommendations</li> <li>Construction Code of Practice for the Sustainable Use of Soil on Construction Sites – September 2009, DEFRA</li> </ul>	<p>2014</p> <p>Online</p> <p>Online 2018 4th Edition Online</p> <p>1995</p> <p>1999 2011 N/A</p> <p>2005 2009</p>	<p>Yes</p> <p>Yes</p> <p>Yes No Yes Yes</p> <p>Yes</p> <p>Yes Yes Yes</p> <p>Yes Yes</p>

## 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* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the *works*
- Any Waste from the *works* must be disposed of at a licenced facility
- The *Contractor* is to refer to the safety hazards & the significant design assumptions and suggested methods contained within the PCI for additional Constraints that may affect the *works*

**The following access issues are known:**

Access to Stonebow Floodbank.

### Working times

The *Contractor* will be permitted to work between 8.00am and 5.00pm 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 their 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
<ul style="list-style-type: none"><li>Statutory Notices of Entry for access across the private land to access working area.</li></ul>	7 days prior to possession dates.
<ul style="list-style-type: none"><li>Provide support to all communications with Landowners</li></ul>	where required
<ul style="list-style-type: none"><li>Landowner contact information</li></ul>	if required
<ul style="list-style-type: none"><li>The Client arranged the Flood Risk Activity Permitting (FRAP) for the project</li></ul>	if required
<ul style="list-style-type: none"><li>Borehole Log CP3</li></ul>	attached
<ul style="list-style-type: none"><li>Borehole Log WS6</li></ul>	attached
<ul style="list-style-type: none"><li>Borehole Log WS10</li></ul>	attached
<ul style="list-style-type: none"><li>Borehole Log WS12</li></ul>	attached

## 7. Site Information

a) Site Location

The location plans are attached with this form

c) Public Information

N/A		
d) Buried Pipes, Services and Other Objects Information will be provided in the PCI.		
e) Buildings, Structures and Other Things Adjacent to Site Information will be provided in the PCI		
<b>Proposed sub-contractors</b>		
	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:	