

# NEC4 Engineering and Construction

## Short Contract

**FCRM Operational Framework – Central Hub Area 6 Lot 1**

<b>A contract between</b>	<b>The Environment Agency</b> <b>Horizon House</b> <b>Deanery Road</b> <b>Bristol</b> <b>BS1 5AH</b>
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<b>And</b>	
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<b>For</b>	<b>Rolls Royce Embankment Works</b>
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	<b>Contract Forms</b> <b>- Contract Data</b>
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	<ul style="list-style-type: none"><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	
Address for electronic communications	
The <i>works</i> are	Raising the crest levels to the as built design levels in localised section and the repair to a scoured approx. 30m section of natural river bank adjacent to the embankment and repair approx. 35m of a slipped portion of flood embankment on the wet side.
The <i>site</i> is	Rolls Royce Flood bank, Off A5111 Alvaston and Boulton Cricket Club, Derby DE21 7BB
The <i>starting date</i> is	To be determined by the Contractor's programme, but no earlier than 11 <sup>th</sup> July 2022

The <i>completion date</i> is	To be determined by the Contractor's programme, but no later than 8 <sup>th</sup> October 2022.	
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 <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.
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 <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 £10,000,000 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		Not Applicable	
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 (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> </ul>

	<ul style="list-style-type: none"> <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	<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.
Z30.0	<p>Material Price Volatility</p> <p>The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the <i>Client</i> will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.</p>
Z30.1	<p>Defined terms</p> <p>a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.</p> <p>b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.</p>



	c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.																																				
Z30.2	<p>Price Volatility Provision</p> <p>Through a Compensation Event the <i>Client</i> shall pay the PVP. PVP is calculated as:</p> <p style="text-align: center;">Assessment x MF x L = PVP</p>																																				
Z30.3	<p>Price Increase</p> <p>Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.</p>																																				
Z30.4	<p>Compensation Events</p> <p>The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event.</p> <table><tr><th>Assessment Date</th><th>Defined Cost?</th><th>Forecasted Cost?</th></tr><tr><td>31<sup>st</sup> Jul 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31<sup>st</sup> Aug 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30<sup>th</sup> Sept 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31<sup>st</sup> Oct 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30<sup>th</sup> Nov 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31<sup>st</sup> Dec 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31<sup>st</sup> Jan 22</td><td>In period costs only</td><td>No</td></tr><tr><td>28<sup>th</sup> Feb 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31<sup>st</sup> Mar 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30<sup>th</sup> Apr 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31<sup>st</sup> May 22</td><td>In period costs only</td><td>No</td></tr></table>	Assessment Date	Defined Cost?	Forecasted Cost?	31 <sup>st</sup> Jul 21	In period costs only	No	31 <sup>st</sup> Aug 21	In period costs only	No	30 <sup>th</sup> Sept 21	In period costs only	No	31 <sup>st</sup> Oct 21	In period costs only	No	30 <sup>th</sup> Nov 21	In period costs only	No	31 <sup>st</sup> Dec 21	In period costs only	No	31 <sup>st</sup> Jan 22	In period costs only	No	28 <sup>th</sup> Feb 22	In period costs only	No	31 <sup>st</sup> Mar 22	In period costs only	No	30 <sup>th</sup> Apr 22	In period costs only	No	31 <sup>st</sup> May 22	In period costs only	No
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		30 <sup>th</sup> Jun 22	In period costs only	Forecasted costs for remainder of contract	
	<p>The Defined Cost for compensation events is assessed using</p> <ul style="list-style-type: none"> <li>- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and</li> <li>- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.</li> </ul>				

# 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	As per the Framework	12%
The <i>people rates</i> are		
category of person	unit	rate
Project Manager		As per Framework rates
Quantity Surveyor		As per Framework rates

General Foreman		As per Framework rates
The <i>published list of Equipment</i> is		CECA
The <i>percentage for adjustment for Equipment</i> is		12%

# 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	
	Enter the total of the Prices from the Price List.
Signed on behalf of the Contractor	
Name	
Position	
Signature	

Date	
The <i>Client</i> accepts the <i>Contractor's</i> Offer to Provide the Works	
Signed on behalf of the <i>Client</i>	
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
RWEW01	Stripping grass and topsoil (approx. 100mm) from embankment where core raising is taking place, 3m crest width plus estimated average of 1m either side (5m total width) over length of 220m. Not to be completed in one go, but in manageable sections where works are due to be carried out imminently, to ensure embankment core is not left exposed for more time than is necessary. Excavated topsoil to be re-used where possible.	m <sup>3</sup>			
RWEW02	Topping up core of embankment, where crest is below design level, by up to 300mm on an approx. 3m wide crest with max. 1:3 batters over linear length of approx. 220m. Embankment fill	m <sup>3</sup>			

	material to be placed and compacted in layers not exceeding 150mm.				
RWEW03	100mm topsoiling to raised sections and up to 200mm for tie-in to existing levels and to additional areas requiring minor raising/making good rutting to surface to 3m crest plus 1m either side (5m width). Topsoil filling of 2 No. rabbit burrows within 2m of the toe of the embankment (rabbit removal will be carried out prior to these works, so does not form part of this contract).	m <sup>3</sup>			
RWEW04	Rip Rap rocks to area of scour hole (approx. 30m along bank and 7m up slope at roughly 1:2 to an approximate depth of 500mm for estimating purposes) with a suitable key into the river bed. Rip rap rocks to be sandstone, gritstone or similar rock with high interface friction, with characteristic stone size of around 500mm and no smaller than 300mm. Geotextile membrane to be installed behind rip rap to prevent washout of fines.	m <sup>3</sup>			
RWEW05	Rip Rap rocks to area of slipped riverward face (approx. 30m along bank and 5m up slope at roughly 1:2 to an approximate depth of 500mm for estimating purposes) with a key into the berm at the toe of the bank. Rip rap rocks to be sandstone, gritstone or similar rock with high interface friction, with characteristic stone size of around 500mm and no smaller than 300mm. Geotextile membrane to be installed behind rip rap to prevent washout of fines.	m <sup>3</sup>			
RWEW06	Nuclear Density Test to check in-situ compaction of embankment fill material.	No.			
RWEW07	Information for inclusion in H&S file, including as-built topographical survey, embankment fill material spec., test results.	Sum			



RWEW08	Additional cost to cover Public Liability Insurance from required Framework Contractor value £5million to £10million for works in close proximity to Network Rail.	Sum			
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

### Project Objectives

The Environment Agency manage and maintain the Main River Network throughout England with a view of reducing flood risk. As part of the inspection process of the assets the target condition grades are 1 – 3, Rolls Royce flood embankment was downgraded from condition grade 3 to 4 in October 2021 which placed it on the below required condition register. There is also a section of slipped riverward face and scour in the embankment that is of concern. The following project objectives are applicable to these works:

- Improve the overall condition grade of the assets at the end of the works from Grade 4 to a minimum of 3.
- Demonstrate that bank revetment will not increase any flooding downstream.
- Improve embankment face by installing bank revetment to scoured and slipped section.
- Increase crest levels in localised sections to the design levels issued by the *Client*.
- Deliver all works as outlined in the scope.
- Demonstrate targeted crest levels have been achieved on as built drawings.

### Description of Works

The *works* that the *Contractor* is to carry out shall include the following

The following works shall be carried out by the *Contractor*:

- Rip rap stones to be placed on the riverward face (approximately 30m in length along the bank and 5m up slope at roughly 1:2 gradient and to a depth of 500mm. Key to be excavated into the berm at the toe of the embankment. Rip rap stones to be placed 500mm in depth and to be sandstone, gritstone with a high interface friction and around 500mm and no smaller than 300mm.
- Geotextile to be placed on riverward face and into toe and overlapped by 900mm where applicable.

- Excavate toe for riprap stone for full length of 30m in width and 300mm in depth in area of scour (approximately 10m downstream of the scour and 20m upstream) around the scour. Rip rap stones to be placed 500mm in depth and to be sandstone, gritstone with a high interface friction and around 500mm and no smaller than 300mm.
- Batter embankment face to a sound face to a gradient of 1:2 for the full length and 7m up the slope.
- Non-woven geotextile to be placed along the full face of the embankment and toe, geotextile to be extended 1m longer to allow for placement into the toe.
- Geotextile to be overlapped by 900mm where applicable and pinned into the river bed and embankment face at 500mm distance apart.
- Strip grass and topsoil (approx. 100mm in depth) from embankment core 3m across crest width and estimated 1m either side of embankment faces over length of 220m. Topsoil to be stored in separate location for re-use.
- Top up core of embankment where crest is below design levels by up to 300mm on an approximate 3m width crest with a maximum 1;3 batter over a length of 220m. Compact in layers not exceeding 150mm in depth.
- Topsoil to be placed 100mm in depth to the raised crest sections and up to 200mm to additional areas to tie into existing crest levels and to additional areas that require minor raising and making good to rutted surfaces for 3m crest width plus 1m either side (5m in width). All lumps and stones to be removed from the topsoil before re-laying. Topsoil filling to 2 No rabbit burrows within 2m of the embankment toe (rabbit removal to be carried out ahead of the works and will not form part of this contract).
- Nuclear density test to in-situ compaction of embankment fill.
- Provide H&S file, including as-built topographical survey, embankment fill material spec., test results.

This work will require a supervisor. The *Client* will appoint a supervisor, who will oversee this project and work with the successful *Contractor*.

### General Requirements

The *Contractor* shall undertake a site visit prior to the start of *works* (to include as a minimum access availability, adjacent land usage, storage and compound).

The *Contractor* shall be made aware that a section of the works on the embankment will be at the interface of Network Rail's bridge abutment and a signed BAPA between Network Rail and the Environment Agency will be in place. This will be shared with the *Contractor* prior to works commencing at the earliest opportunity.

The *Contractor* shall take all reasonable steps must be taken to avoid increased erosion of the banks and bed.

The *Contractor* shall make sure that all pollution prevention measures to be undertaken in accordance with the Environment Agency's SHEW CoP Section 4.31

The *Contractor* shall undertake work close to the water in accordance with the Environment Agency's SHEW CoP Section 4.17

The *Contractor* shall report all environmental incidents and significant near misses in accordance with the Environment Agency's SHEW CoP Section 4.33

The *Contractor* must make good any damage caused during the works.

The *Contractor* shall apply for the Flood Risk Activity Permit, this can take between 8 – 12 weeks.

The *Contractor* shall collaborate with Network Rail's Principal Contact on all safety matters arising out of the works at the interface with Network's Rail's asset.

The *Contractor* shall be made aware that Public Liability Insurance to the value of minimum £10 million is required from Network Rail to deliver the works. A copy of the Public Liability Insurance to be sent to the *client* on award of contract.

### **Construction Works**

The *Contractor* will provide the following for the works:

- Start up and monthly progress meetings including *Client* and Principal Designer;
- Ongoing liaison with the Principal Designer;
- Removal and disposal at an appropriate 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 and topographical survey.

### **Traffic Management**

Where required the *Contractor* shall erect site signs and Traffic Management prior to commencement of work. The *Contractor* shall ensure that all necessary approvals are granted before the installation of traffic management.

**Access to the Working Areas will be arranged by the *Client*.**

The *Contractor* shall notify the *Client* 4 weeks in advance of his 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 4 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, security and temporary fencing 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 must be agreed with the *Client* at least 4 weeks before the works in the relevant part of the Site commence.

### **Services**

The *Contractor* shall identify and mark up all overhead and underground cables following the requirements of the Environment Agency SHEW Cop Section 4.20. Where services are identified suitable control measures are required prior to work commencing.

### **Working times**

The *Contractor* will be permitted to work between 8.00am and 5.00pm on weekdays (Monday to Friday).

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.

Where required local residents will be informed at least 2 weeks in advance of the location and extent of the *works*. Any emergency or incident response works may be carried out outside of these hours if necessary.

### **Methodology Statement**

Prior to the start of construction work, 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* shall ensure the risk assessments and method statements for each operation includes;

- Risk assessments of each aspect of the *works*;
- 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; this is not exhaustive but shall highlight the works at the interface of the embankment crest and Network Rail asset
- Safety, health and environmental controls proposed; and,
- Any permit to work proposals.

The *Contractor* shall submit the required risk assessments and method statements to the *Client* two weeks before starting the tasks to which they refer, all required risk assessments and method statements associated with works at the interface with Network's Rail asset shall be submitted no later than 20 working days prior to works commencing. 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* shall do the *work* in accordance with the method statement.

### **Survey Requirements**

All survey work including topographical and as-built surveys to be carried out in accordance with the Environment Agency National Standard Technical Specifications for Surveying Services, Version 4.0.

### **CDM Requirements**

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

The *Contractor* is required to liaise with the *Client's* CDM Principal Designer.

If required a copy of the HSE Notification (F10) shall be provided to the *Contractor* by the Principal Designer prior to commencement of the works

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 must be accepted by the *Project Manager* before work can commence on site.

### **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 dismantled and cleared from the site.

### **Completion**

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

- As built topographical survey showing conformance that the finished crest levels meet the *Client* expected levels plus settlement (\*/- 50mm);

- Electronic copies of the As Built drawings and one electronic version in both pdf and dwg formats;
- Delivery of the Final Carbon Report.

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;
- 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 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
68-EA-FR/05/S008-RRB-DR-C-001	Initial Issue	Site Layout General Overview Rolls Royce Embankment raising and erosion works


### 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	7 <sup>th</sup> Edition	Yes
Lot 1 Specification Supplementary Clauses	V1	No
Environment Agency National Standard Technical Specifications for Surveying Services	V4.0 – 01 Sept 2017	No
Environment Agency Designers Red and Green List	11_12_SD01_v12 Final Draft Feb 2021	No
Environment Agency SHEW-COP	2018	No

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

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



1. The *Contractor* shall not commence any *work* on the *site* until the *Client* and Network Rail, or their representative, has accepted the method statements and risk assessments related to this contract and works that are at the interface of Network Rail assets;
2. The *Contractor* shall provide copies of all Method Statements relating to the works to the Network Rail Principal Contact no later than 20 working days prior to the commencement of the relevant part of works that interface with Network Rail assets
3. The *Contractor* is to prepare for the *Client's* the Construction Phase Plan (CPP), this must include all the activities relating to the works that affect Network Rail assets. The Environmental Action Plan (EAP) shall also be prepared prior to starting the *works*;
4. Access to the car parking area must be always kept clear so that they do not affect the business operations;
5. Access to the flood embankment must be arranged ahead with Rolls Royce Submarines and the local District Sergeant of the local Constabulary;
6. No mud or other debris to be deposited on access from off the A5111 and into the parking area and work site, areas to be kept clean at all times and any materials to be removed immediately;
7. Parking of any vehicles will need to be agreed with the landowner of Alvaston and Boulton Cricket Club;
8. The *Contractor* shall have obtained any highway and footpath consents/agreements required prior to starting construction;
9. The *Contractor* issues method statements to the *Client* for information in advance of carrying out items of *work*;
10. All accidents, near misses' dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative;
11. Any plant used on the flood embankment is to be on tracks to reduce ground pressure and risk of damage/rutting to the defence. Turning plant on the embankment is to be avoided as far as practicable, i.e. using 360° slew tracked dumpers
12. The *Contractor* must cease works should the embankment become too wet to track on safely without risk of plant slipping or increased damage/rutting of the defence.

#### **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 his first programme with the *Contractor's* Offer for acceptance at minimum 15 working days before start date and every 4 weeks thereafter. The *Contractor* shows on each programme which he submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/demobilisation, planning & post contract award
- (b) Construction starting date
- (c) Network Rail interface works; lead in periods for materials and sub-contractors, time required to obtain Flood Risk Activity permit, consents/waste permits; stated constraints; *Contractor's* risks
- (d) Start and 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
1. Initial landowner engagement to be undertaken by Environment Agency	Before start of construction

2. Notice of entry to affected landowners	2 weeks before start of construction
3. Services Searches	Within 2 weeks of the signed contract.
4. Existing relevant information know to the <i>Client</i>	Within 2 weeks of the signed contract

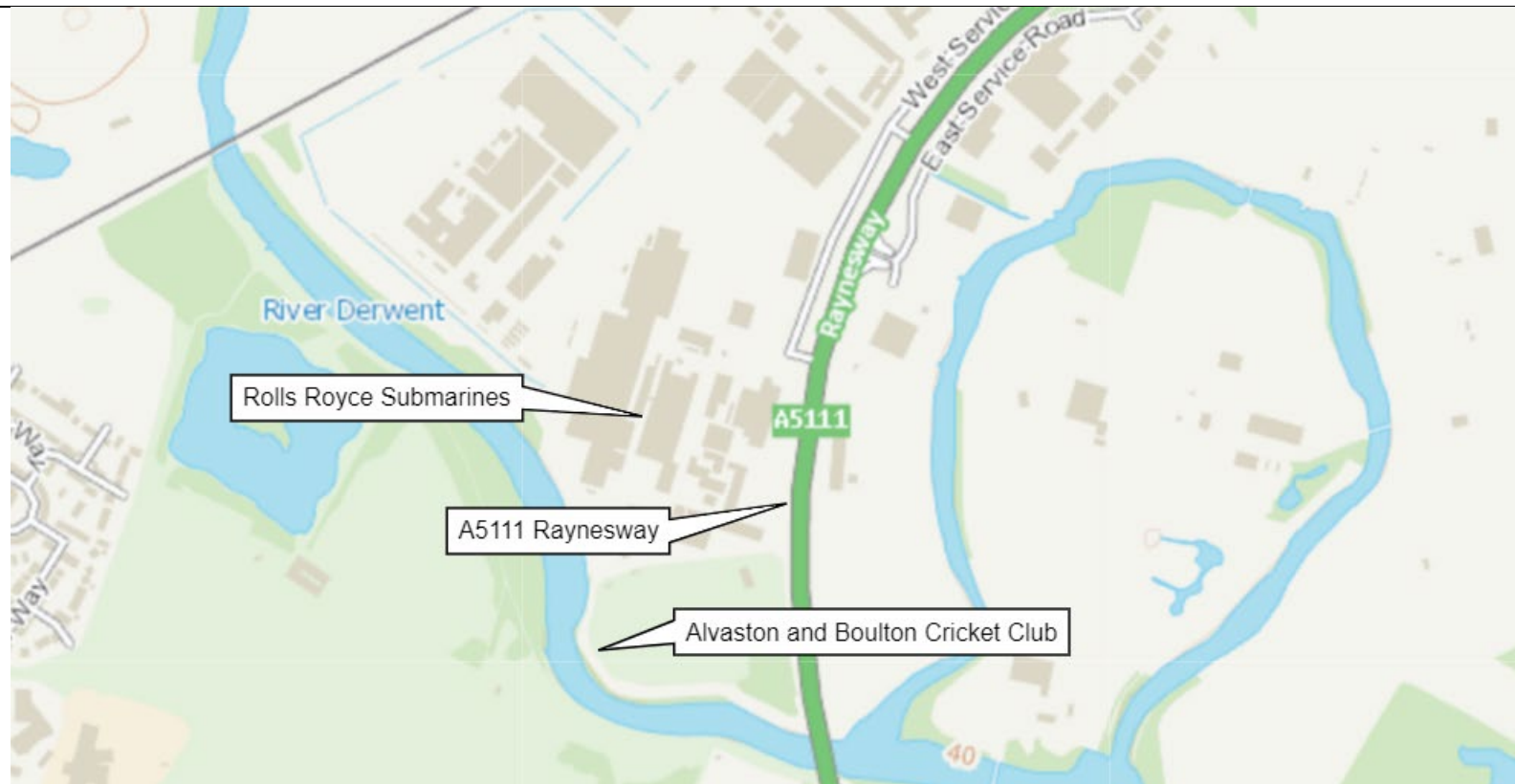
# Site Information

- SI100 Site location
- SI200 Reports and surveys
- SI300 Public Information
- SI400 Buried pipes, services and other objects
- SI500 Buildings, structures and other things adjacent to the site
- S1600 Health and safety information

## SI100 Site location

The site is located off A511 in Raynesway, Derby DE21 7BB.

The site is accessed via Alvaston and Boulton Cricket Club off the A5111. Raynesway, Derby.



**Site location**



**View looking down embankment wet face**



**View looking north of embankment**



**Loose fill from trial pit**





Damage from tracked plant on crest



Possible compound area on scrub land



Car Parking area

**SI200 Reports and Surveys**

The following reports and surveys are included;

1. Topographic and utility survey (**Appendix 1**)
2. Site investigation report including borehole logs and soil test results (**Appendix 2**)

**SI300 Public Information –N/A**

#### **SI400 Buried pipes, services and other objects**

The following service information dated March 2022 is available in **Appendix 3**

- Foul and surface water drainage
- Gas mains
- Water mains
- Telecommunications and fibre optic cable routes
- Electricity cables - underground

#### **SI500 Buildings, structures and other things adjacent to the *site***

1. Boundary fences  
The land of the proposed works on both sides of the flood embankment between the road bridge and the Network Rail Bridge new bridge is owned by Derby City Council and Alvaston and Boulton Cricket Club. All boundary fences are the property of the adjacent landowners and are not to be removed or damaged.
2. Roads and footpaths  
There are no official public rights of way along the crest of the embankment or through the cricket club, there is a public footpath and cycle lane on the access and egress from the cricket club. Access must be kept clear at all times to the Alvaston and Boulton Cricket Club entrance. Access is also currently permitted to the Alvaston and Boulton Cricket Club by a local driving school instructor and engagement will need to be undertaken between all parties so that business is not disrupted through the works. The A5111 is a 50mph road and care should be taken on access and egress at this location.
3. Buildings and structures  
The building located within the possible site compound, parking and storage area is the Alvaston and Boulton Cricket Club.
4. Bridges  
There are 2 bridges located to the north and south respectively. The bridge to the south that carries the A5111 over River Derwent is under the ownership of Derby City Council and to the north there is a Network Rail Bridge that spans the River Derwent.

#### **SI600 Health and safety information**

The sections in the Pre-Construction Information that highlights Site Information are:

- Section 3.0 – Location Maps
- Section 7.0 – Adjacent land use
- Appendix A – Utility service plans
- Appendix B – Site GRP Survey/Site Investigation

Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work
1.	<div></div> <div></div> <div></div> <div></div>	<div></div>
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	



