



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Carnell Support Services Ltd
For	Sutcliffe Park Crest Works- Ground Investigation
	Contract Forms <ul style="list-style-type: none"> - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance - Price List - Scope - Site Information

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	[REDACTED]	
The <i>works</i> are	Sutcliffe Park Crest Works- Ground Investigation	
The <i>site</i> is	Sutcliffe Park Flood Storage Area, [REDACTED] [REDACTED]	
The <i>starting date</i> is	10/04/2025	
The <i>completion date</i> is	31/03/2026	
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	20th	of each month
The <i>retention</i> is	nil	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does 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	The Contract Price	
The <i>Client</i> provides this insurance	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 defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , 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 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		
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 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	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	<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"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<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>

The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]

The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment

Provided always that the fixed number of Price Adjustments has NOT been exceeded.

The Price Adjustment adjusts the total of the Prices.

If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Carnell Support Services Ltd	
Address for communications	3175 Century Way Thorpe Park, Leeds, England, LS15 8ZB	
Address for electronic communications	<div></div> <div></div>	
The fee percentage is	<div></div>	<div></div>
The people rates are		
category of person	unit	rate
<div></div>	Hour	<div></div>
<div></div>	Hour	<div></div>
<div></div>	Hour	<div></div>
<div></div>	Hour	<div></div>
<div></div>	Hour	<div></div>
Rates above are subject to the rates increase in Year 2 of the Framework agreement (Schedule 6 clause 4.2)		
The published list of Equipment is		the edition current at the Subcontract Date of the list published by: <i>Civil Engineering Contractors Association (CECA)</i>
The percentage for adjustment for Equipment is		<div>%</div>

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 £69,153.01

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature


Date 01/04/2025

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

Signed on behalf of the *Client*

Name

Position

Signature	
Date	04/04/25

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.

Price List

The rates in the Price List must be compliant with the CCS Construction Works and Associated Services Framework Alliance Contract

Item Number	Description	Unit	Quantity	Rate	Price
1.0	Preparation of a detailed Construction Phased Plan (CPP), Risk Assessment and Method Statements (RAMS) in accordance with the SHEW Code of Practice and any other information as per existing contract.	Sum	■	■■■■■	■■■■■
2.0a	Application of FRAP (Flood Risk Activity Permit)	Sum	■	■■■■■	■■■■■
2.0b	Formulation and supply of proposed GI survey design for discussion and agreement by Client ahead of construction phase	Sum	■	■■■■■	■■■■■
2.0c	Discussion of the final design ahead of implementation Site Agent Project manager	Hours	■ ■	■■■■■ ■■■■■	■■■■■ ■■■■■
2.0d	Construct GI survey and supply report as agreed to the Client	Sum	■	■■■■■	■■■■■
3.0	Mobilisation as required to carry out the works in this area	Sum	■	■■■■■	■■■■■
4.0	Supply, install and maintain signage i.e. chapter 8/ highways barriers for any needed public cordons, footpath crossings as per PCI and for working on or near the highway	Week	■	■■■■■	■■■■■
5.0a	Maintain suitable site welfare, security fencing and compound	Week	■	■■■■■	■■■■■
5.0b	Pre-works and post-works photographs, including a weekly report on works completed and proposed works for week ahead	Sum	■	■■■■■	■■■■■
6.0	Provide site supervision and prelims, attend meetings	Week	■	■■■■■	■■■■■
7.0	Any other work contractor considers necessary to comply with contract, particularly the PCI	Sum	■	■■■■■	■■■■■

8.0	Site reinstatement and demobilisation	Sum	1		
					Total = £69,153.01

The method and rules used to compile the Price List are:

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Pricing Workbook.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook

Scope

Sutcliffe Park Crest Works- Ground Investigation:

. Works to ensure compliance with Reservoir Act 1975. January 2025.

Design, submit for Client review and undertake ground investigation works at specified locations across the reservoir crest.

Ensure pre- and post-works photographs are taken no more than two days before or after work commences.

Provide a weekly report with photographs of completed work and a plan for the week ahead.

1.1 Project background

Sutcliffe Park Flood Storage Area is located within Bromley, London and protects nearby property from flooding following rain events by acting as an impounding reservoir. The site has two penstocks, a flume structure and stop logs. These elements assist in diverting flow from the High-flow culvert or filling/ draining the reservoir basin as required based on upstream and on-site flows. The site also includes flood kerbs, installed to the edge of public pathways and acting as the reservoir crest where present.

Since 2019, deformation surveys have shown that areas of the reservoir crest have settled beyond the design tolerance of 50mm. Works are, therefore, required to raise any such areas back to their design level to maintain the correct capacity of the reservoir basin. Prior to this, ground investigation is required to better understand past and future settlement. The investigation report should be suitable to assist in the review of contractor designs to raise the reservoir crest by producing a ground model. This model should assist with estimations regarding the response of the ground to any proposed works.

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.

1.2 Description of the works

1.2.1 The works are:

- The *Contractor* shall arrange any necessary inspection of Sutcliffe Park as needed to assist in their work method formulation.
- The *Contractor* shall develop a safe method of work (RAMS) for the works. The *Contractor* shall provide RAMS to the *Client* and allow the *Client* 2 weeks to review. The *Contractor* shall then incorporate any agreed changes to the RAMS.
- The *Contractor* shall produce a report highlighting causes of past settlement across areas of the reservoir crest.

Ground investigation

The *Contractor* shall conduct ground investigation to produce a report analysing causes of past settlement of crest areas:

- between SL07 and SL08
- between SL12, SL13, SL14, SL15, SL16, SL17A and SL18B
- between SL19, SL20, SL21, SL22, SL23, SL24, SL25, SL26, SL27, SL28, SL29, SL30, SL31 and SL32

These locations are highlighted within the supplied June 2024 Deformation survey report.

Representative test areas should be situated outside of the main spillways and reservoir basin. With reference to the provided June 2024 Deformation survey report, the *Client* envisages these locations to be in the area of SL15, SL21 and SL28, for example, while being on the outer side of the reservoir crest.

1.2.2 The *Contractor* shall maintain the works from Completion until the *defects date*.

1.3 Contractor's design

1.3.1

Design of ground investigation works suitable to meet the *Client's* need to understand causes of settlement of the reservoir crest. Outputs to support future works with usable ground models.

The earthworks specification for these works is the 'Manual of Contract Documents for Highways Works, Volume 1 Specification for Highway Works (SHW) published by the Highways Agency, Volume 2 Notes for Guidance on the Specification for Highway Works (MCHW 2), Specification for Ground Investigation for Highways Works (MCHW 5.3) and BS 5930:2015 + A1: 2020 Code of Practice for ground investigations.

Before the commencement of works, the *Contractor* shall propose a method to control compaction layer thickness, type of plant and number of passes to achieve the compaction requirements as detailed in SHW.

1.4 Accommodation

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*.

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.

Vehicle access is possible through a road gate on [REDACTED]. Alternative access is available through [REDACTED] upon agreement with the *Client*. Keys to be provided to the *Contractor* prior to the *works* and parking areas highlighted within the provided PCI document. Foot access is freely available at all times.

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.

Greenwich Council- Grounds maintenance staff and associated maintenance vehicles.
Environment Agency to liaise with Greenwich Council ahead of works

Consider use of park by running groups each Saturday morning and where possible, minimise used of cordons to allow to for public access around the secure work area.

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 progress meetings from the first week of construction to the final week. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings. *Contractor* to supply a container unit suitable for site meetings seating 6 people in line with SHEWCOP guidance.
- Weekly commercial meetings from the starting date to final week of construction. 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.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: EA SETEL systems

1.8.2 The weather measurements are to be supplied by: EA SETEL systems

1.9 Quality Management

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

- Ground investigation as per price list
- Photographs showing completion of all elements of works within the description of works
- Site Acceptance Test following completion of on-site works and before handover of the site back to the *Client*

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

None

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.

Client to confirm mobilisation date with landowner once agreed with *Contractor*.

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: A Flood Risk Activity Permit.

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 Materials from Excavation and demolition

Reuse of arisings and backfilling of clay/ soil areas following excavation to make good all areas to their original condition.

1.14 Completion

1.14.1 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.

1.14.2 The following criteria must be met for the works to be certified as Complete:

- All excavation, earthworks, 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.

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

- Any relevant design criteria applicable to the works

1.15 ACCOUNTS AND RECORDS

1.15.1 The *Contractor's* application for payment shall be submitted on FastDraft and supported by a breakdown of the works for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

1.15.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the Project Manager).

1.15.3 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

- [REDACTED]
- [REDACTED]

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Weekly

1.16.2 Location: Sutcliffe Park, within *Contractor* supplied mobile welfare van or via Microsoft Teams if unavailable

1.16.3 Chairperson (who will also take and distribute minutes): [REDACTED]

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
1	1	Sutcliffe_Park_Reservoir_H&S_O&M (2005)
2	1	Sutcliffe Park Access Map (2024)
5	1	Quaggy FAS as constructed 1 of 7 (2003)
6	1	Quaggy FAS as constructed 2 of 7 (2003)
7	Z	WN-DWJS-502Z General site arrangement (2004)
8	Z	Previous crest design WN-DWJS-503Z (2003)
Previous deformation surveys		
9	1	J01833_Sutcliffe Park FSA Oct 19_Report
10	1	J02035_Sutcliffe Park FSA Jul 20_Report_Rev0_Combined
11	1	J02374_Sutcliffe Park FSA Aug21_Report
12	1	J02672_Sutcliffe Park FSA Jul 22_Report_combined
13	1	J02904_Sutcliffe Park FSA Jul 2023_Report
14	1	J03162_Sutcliffe Park FSA June 24_Report

3. Specifications

List the specifications which apply to the contract.		
Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	Yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	Yes
Minimum Technical Requirements – Standard (LIT 13258)	V 12	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Manual of Contract Documents for Highways Works, Volume 1 Specification for Highway Works (SHW) published by the Highways Agency		Yes
BS 5930:2015 + A1: 2020 Code of Practice for ground investigations		Yes
Exchange Information Requirements (LIT 17641)		
SHEW CoP	V 6	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
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)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
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

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*, or their representative, has accepted the method statements and risk assessments related to this contract.
2. The *Client* will be present on the first day on site to issue a 'Permission to Work' to the *Contractor*. The *Contractor* must not start on site without this document.
3. The *Contractor* to agree and confirm the implementation of any necessary pre-work conditions with the EA e.g. cordoning or fencing off of the work area.
4. The *Contractor* to register for Flood Warnings ahead of the construction phase and avoid works when impoundment of the reservoir is expected, as below.
5. The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the method statements and risk assessments (RAMS) related to this contract.
6. No imported topsoil should be used unless accepted by the client.
7. The *Contractor* must implement all trial pits/ dig sites at locations which avoid the main spillway areas.
8. Waste transfer regulations- *Contractor* shall provide valid waste carrier licence, or that of the subcontractor if disposal of the waste generated in delivering the works is sub-contracted.
9. Undertake additional site visits post tender, as required to assist with site specific RAMS and CPP development.
10. Wash down all vehicles and equipment after use to reduce the risk of transferring invasive non-native species on plant to other watercourses.
11. When the reservoir level hits 20.10mAOD, *Contractor* to contact the *Client* and discuss risks of continuing works. This is a probable Compensation Event.
12. Should the reservoir rise to the level of 21.00mAOD, all test areas are to be immediately infilled, and contractors are to leave site. This will be a Compensation Event.

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

4.2 All communications from the *Contractor* to the *Client* shall be sent to [REDACTED]

4.3 Protection against Damage

4.3.1 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.

4.3.2 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.

4.3.3 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.

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

4.3.5 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.

4.3.6 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. 4.3.7 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.

4.3.8 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*.

4.3.9 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.

4.3.10 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*.

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

4.3.12 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.

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

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

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

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

4.3.17 The *Client* require 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*.

4.3.18 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.

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

4.3.20 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.

4.3.21 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.

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

4.4 Choice of Equipment

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

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

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

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

4.5 Permits

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

5.5.2 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.

4.6 Site Restrictions

Vehicles are not to be driven on any areas of pathway where flood curbs are present. These areas are highlighted within Appendix E of the provided PCI document.

4.7 Constraints

Use of park for other parties. EA to confirm any upcoming events in the park and liaise with outside parties. *Contractor* to also communicate with identified parties upon formulation of RAMS and CPP, as well as during the project.

Park runs on Saturday mornings, contact: [REDACTED]

Royal Borough of Greenwich general contact: [REDACTED]

Royal Borough of Greenwich Parks Engagement Officer contact:

[REDACTED]

Royal Borough of Greenwich Parks contacts: [REDACTED],

[REDACTED]

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

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).

5.1 The *Contractor* shall submit their first programme with the *Contractor's* Offer for acceptance.

5.2 The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project formats.

5.3 The *Contractor* shall show on each programme submitted for acceptance:

- the *starting date* and Completion Date
- the critical path
- the dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works
- the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
- lead in periods for materials and sub-contractors,
- the order and timing of the work of the *Client* and others required for the *Contractor* to provide the *works*,
- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract,

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- The *Contractor's* plans which it shows are not practicable
- It does not represent the *Contractor's* plans realistically or
- It does not comply with the Scope

5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1) week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

5.6 The *Contractor* shall show on each revised programme:

- The actual progress achieved on each operation and its effect upon the timing of the remaining work
- How the *Contractor* plans to deal with any delays and to correct notified Defects and
- Any other changes which the *Contractor* proposed to make to the Accepted Programme

5.7 The *Contractor* shall submit a revised programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to and, in any case,

- At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*

From	To	Interval
<i>Starting date</i>	Start of establishment period	1 month
Start of establishment period	End of establishment period	3 months
Start of maintenance	Completion	Annual

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- See provided H&S File	01/04/2025
Hazard Map- See provided PCI document	Provided- live document
Fastdraft Access	TBC following contract award

7. Site Information

The site

Description: Sutcliffe Park Flood Storage Area, Greenwich, London

Existing utilities and services

Drawings: See appendix D of provided PCI document

Soils and Ground water**Site investigation****Site location plans**

Issue details: See provided PCI document.

Health and safety file

Provided separately

Access to site

Description: Vehicle access through locked gate (key provided and to be returned) on [REDACTED]

Alternative Vehicle access through locked gate (key provided and to be returned) on [REDACTED]

Limitations: Public footpaths at each entrance and on approach to work locations within the reservoir site.

Access for inspections: As above. Foot access available at all times.

Use of the site

General: Reservoir, public park.

Vehicle use: All vehicle use shall be restricted to 5mph with the use of hazard lights/ beacons at all times when moving

Limitations: Driving upon reservoir crest- See Appendix E of PCI document

Surrounding land / building uses

General: Adjacent and nearby uses are as follows: Residential, recreational.

Health and safety hazards

General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present: Open watercourse, shallow. Lake, deep. Slip hazards on steps.

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
1.	<div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <p>Ground investigation, testing and investigation report.</p>
2.	<div></div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <p>Pedestrian management and supply of welfare van.</p>
3.		
4.		