

What's this document  
about?

FCRM Operational Framework  
Lot 1 NEC4 ECSC template

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Who does this apply to?

Area Operations

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Contact for queries  
and feedback

- [National Field Operations](#)
  - Anonymous feedback for this document can be given [here](#)
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**IMPORTANT:**

**Before saving and sending this document out to Contractors please ensure that the Environment Agency banners and the comments designed to assist in completion are deleted.**

# NEC4 Engineering and Construction

## Short Contract

FCRM Operational Framework – Central Hub, Area 6 Lot 1

A contract between

The Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

And

To be confirmed after project award

For

Brentingby FSR - Replacement of timber perimeter fencing and access gates

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	Bretingby FSR - Replacement of timber perimeter fencing and access gates	
The <i>site</i> is	Bretingby Flood Storage Reservoir - off Lag Lane, Melton Mowbray, Leicestershire, LE14 4EA. NGR SK 77308 18650 Access - NGR SK 77141 19275	
The <i>starting date</i> is		
The <i>completion date</i> is		
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 *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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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	£100k
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The <i>Client</i> provides this insurance	None
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### 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 £..... 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</i> nominating body is	The Institution of Civil Engineers
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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	
<b>Only enter details here if additional conditions are required.</b>	
Z1.0	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of 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	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> </ul>



	<ul style="list-style-type: none"><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.																		
Z30.0	Material Price Volatility  The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the Client 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%.																		
Z30.1	Defined terms  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.  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.  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	Price Volatility Provision  Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:  Assessment x MF x L = PVP																		
Z30.3	Price Increase  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.																		
Z30.4	Compensation Events  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 2023 period compensation event. <table><tr><td>Assessment Date</td><td>Defined Cost?</td><td>Forecasted Cost?</td></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></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
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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
30 <sup>th</sup> Jun 22	In period costs only	No
31 <sup>st</sup> Jul 22	In period costs only	No
31 <sup>st</sup> Aug 22	In period costs only	No
30 <sup>th</sup> Sept 22	In period costs only	No
31 <sup>st</sup> Oct 22	In period costs only	No
30 <sup>th</sup> Nov 22	In period costs only	No
31 <sup>st</sup> Dec 22	In period costs only	No
31 <sup>st</sup> Jan 23	In period costs only	No
28 <sup>th</sup> Feb 23	In period costs only	No
31 <sup>st</sup> Mar 23	In period costs only	No
30 <sup>th</sup> Apr 23	In period costs only	No
31 <sup>st</sup> May 23	In period costs only	No
30 <sup>th</sup> Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- 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.

# Contract Data

## The Contractor's Contract Data

The Contractor is		
Name		
Address for communications		
Address for electronic communications		
The fee percentage is	As per the Framework	12%
The people rates 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 published list of Equipment is		CECA
The percentage for adjustment for Equipment is		12% - As submitted in Central Hub – Operational Framework Lot 1 Pricing Workbook (Final Version)



# 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*. [REDACTED]

The offered total of the Prices is

[REDACTED]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

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> <li>- Temporary works</li> </ul>	Sum	1		
2.	Supply and installation of 4 bar timber post and rail fence including sheep netting, rabbit protection mesh and all accessories - (553 lin.m.)	Sum	1		
3.	Supply and installation of Standalone 100mm diam timber posts with rabbit protection fence and accessories. – (313 lin.m)	Sum	1		
4.	Supply and installation of round timber posts for the habitat location. – (42 lin.m.)	Sum	1		
5a	Supply and installation of 7 bar galvanised gate with sheep netting and rabbit protection mesh and all accessories. Double leaf 3.05m (10ft ea) wide - No.1	Sum	1		
5b	Supply and installation of 7 bar galvanised gate with sheep netting and rabbit protection mesh and all accessories. 3.66m (12ft) wide – No. 2	Sum	1		

5c	Supply and installation of 7 bar galvanised gate with rabbit protection mesh and all accessories. 3.05m (10ft) wide – No. 4	Sum	1		
5d	Supply and installation of plant/machinery timber access gate with sheep netting and rabbit protection mesh and all accessories. 3.05m(10ft) wide - No. 1	Sum	1		
5e	Supply and installation of timber pedestrian access gate with sheep netting and rabbit protection mesh and all accessories. 1.2m(4ft) wide - No. 3	sum	1		
6.	Remove existing fence and access gates (section by section to keep the site secured) <ul style="list-style-type: none"> <li>- Recycle all metal materials where possible and dispose waste to approved facility/landfill site.</li> <li>- Waste transfer notes to be provided to the Client</li> </ul>	Sum	1		
7.	Demobilisation <ul style="list-style-type: none"> <li>- Site clearance and reinstatement including all access routes, working areas and site compound.</li> <li>- Leave site clean and tidy</li> <li>- Final Inspection and acceptance of completed works to be signed off by the Client.</li> <li>- Submission of required documents in preparation of the health and safety file</li> </ul>	Sum	1		
<b>The total of the Prices</b>					

The method and rules used to compile the Price List are
Civil Engineering Standard Method of Measurement 4 <sup>th</sup> edition (CESMM4) as per the Framework Price Workbook.

# Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

## 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.

### 1.0 Background

The Brentingby Flood Storage Reservoir (FSR) is a Category A reservoir, with an approximate capacity of 3,700,000m<sup>3</sup>, owned and operated by the Environment Agency. The site is located at Grid Reference SK 77428 18658. Access is via Lag Lane, South from the B676 Saxby Rd, to the East of Melton Mowbray, through the locked access gates. It is located on the River Eye, a tributary of the River Soar, and acts to protect the downstream properties during flood events. There is a railway embankment to the north which runs parallel to the dam.

### 2.0 Description of the works

The objective of the work is to provide security fencing not only for unauthorised access but to ensure that no livestock and any burrowing animal can enter onto the reservoir embankment area. The works also includes the replacement of existing access gates (timber and galvanised) and additional pedestrian access gates in order to maintain the assets outside the perimeter fence.

The *Contractor* is required to carry out the following works:

#### A. 4 Bar Post and Rail and Pedestrian Access Gates (Timber)

1. The *Contractor* to follow the designated plant /machinery access to the site and working area. No access to the newly constructed embankment protection matting is allowed without the approval of the *Client*.
2. The *Contractor* to remove only the section of the perimeter fence where they can complete the installation of the new 4 bar post and rail timber fencing with sheep netting and rabbit protection at the end of each working day. Subject to *Client* Project Manager (PM) approval, if the existing perimeter rabbit protection wire mesh is still intact and no hole for rabbit or vermin access, it can leave in place during the works and remove after the completion of the works.
3. The 4 bar post and rail will be installed on the same alignment of the existing perimeter fence.
4. The timber post shall be pointed at the bottom and erected on the ground using mechanical aid, tractor with Post Rammer attachment (or similar) to ensure it is properly embedded in the ground. See *Brentingby\_414317\_Dwg 3/6* for details and specification. The *Contractor* should ensure no damage to the structure, site accesses and embankment during the works on site while using plant/machinery on site.
5. Excavate the ground 200mm(W) x 200mm(D) between the two posts and install rabbit wire mesh protection to be turned out of along the bottom the trench, then backfill afterwards. This work is to be done all throughout the 4 bar post and rail and the standalone perimeter fence. See *Brentingby\_414317\_Dwg 3/6* and See *Brentingby\_414317\_Dwg 4/6* (Rabbit Protection Fencing – Plan and Details) for details and specification.
6. Install the pedestrian timber access gates – See *Brentingby\_414317\_Dwg 2/6* (Site Plan) and See *Brentingby\_414317\_Dwg 5/6* for details and specification.

## **B. Farm Access Gates for Plant/Machinery**

1. The *Contractor* to remove the existing timber and field steel access gates including posts where they can complete installation of the new gates at the end of each working day. See *Brentingby\_414317\_Dwg 2/6 (Site Plan)* and See *Brentingby\_414317\_Dwg 5/6* for details and specification.
2. The plant/machinery galvanized field steel access gates will be installed in the same location using a suitable galvanized field access gates with welded rabbit wire mesh protection. See *Brentingby\_414317\_Dwg 2/6 (Site Plan)* and See *Brentingby\_414317\_Dwg 5/6* for details and specification.
3. Install the timber plant/machinery access gate located on top of the embankment – See *Brentingby\_414317\_Dwg 2/6 (Site Plan)* and *Brentingby\_414317\_Dwg 3/6* for details and specification.

## **C. Disposal of Waste**

1. Dismantled old timber posts and rail fences and steel and timber access gates shall be removed from the working area at the end of each working day. The temporary waste storage area will be provided outside the flood plain to ensure no loose material or debris laying around that can cause potential blockage to the three-slucice gate operation.
2. The *Contractor* to carry out the segregation of waste produced for recycling and for landfill waste prior to disposal. The *Contractor* to carry out the removal and disposal of all waste from site to approved landfill site. Transfer notes to be submitted to the *Client* after the works.

## **D. Ground Reinstatement/Demobilization**

1. The *Contractor* to carry out the ground reinstatement on affected areas during the *works* in particular the site access, working area and site compound to the satisfaction of the *Client* and Landowner.
2. The *Contractor* and the *Client* PM will arrange a site inspection for the project completion and project acceptance.
3. The *Contractor* to remove all temporary works, ensure the site is clean and tidy prior to site demobilization.

### **3.0 Construction works**

The *Contractor* will provide and undertake the following for the *works*;

- Construction Programme
- Pre-commencement/Start up meeting including *Client* and Principal designer (if required)
- Ongoing liaison with the Principal Designer (if PD is required).
- Provide the samples of materials to the *Client* as indicated in the drawing plans prior to purchase and start of *works* for *Client* approval.
- Removal and disposal at an appropriate facility all waste materials arising from the works. Transfer notes to be provided to the *Client*.
- Prepare and complete a Site Management Waste Plan (SWMP).
- Weekly submission of the progress report with photographs.
- *Contractor* to ensure that livestock and any burrowing animals cannot enter onto the reservoir during the works.

### **4.0 Access to the Site**

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

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 of 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

The *Contractor* shall maintain safe access and egress routes for the *Client's* staff in monitoring and operating the reservoir during flood incidents or emergency works.

### **5.0 Services**



The *Contractor* shall positively locate, mark and guard all services within the vicinity of the *works* even if they do not appear to be located within the immediate working area.

## 6.0 Survey Requirements

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

## 7.0 CDM Requirements

If applicable, 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 (PCI), 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 *Client* supplied a Pre-Construction Information (PCI).
- The *Contractor* shall prepare the Health and Safety (Construction Phase) Plan before work commences on site. The Health and Safety (Construction Phase) Plan has to be checked and accepted by the Principal Designer (if appointed) and the *Client* before work can commence on Site.

## 8.0 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* 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 PM* and the Principal designer 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 their own organisation before submission to the *Client*

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

The *Contractor* must carry out the work in accordance with the method statement.



## 9.0 Materials from existing fence/gates, excavation and demolition

The *Contractor* is responsible for the segregation of waste that can be recycled and waste to be delivered to appropriate landfill site. This includes the delivery of all waste to approved landfill site and to provide the *Client* with the corresponding transfer notes. The *Contractor* shall not leave loose materials within the access and working area.

## 10.0 Correcting Defects

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

## 11.0 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.

## 12.0 Completion

The following are absolute requirements for Completion to be certified;

- 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 files.

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 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, Data sheets are to be supplied to support the information provided;
- Public/private 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.
- *Contractor* to undertake a photographic condition survey on completion of the works and provide a copy to the *Client*.

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
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Bretingby414317_Dwg 1 of 6		Location Plan
Bretingby414317_Dwg 2 of 6		Site Plan
Bretingby414317_Dwg 3 of 6		Perimeter Timber Fence Details
Bretingby414317_Dwg 4 of 6		Rabbit Protection Fencing – Plans and Details
Bretingby414317_Dwg 5 of 6		Access Gates Plans and Details
Bretingby414317_Dwg 6 of 6		Hazards Plan
Bretingby Borehole Summary		Bretingby Borehole Summary and Location Plan
Appendix A		NRSWA – Utility Search Plans

### 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
<i>Client's</i> Minimum Technical Requirements (412_13_SD01)	March 2020	No
Civil Engineering Specification for the Water Industry	7 <sup>th</sup> Edition	Yes
Lot 1 Specification Supplementary clauses	V1	No
Manual of Contract Documents for Highway Works, Volume 1, Series 600, Earthworks	Latest	Yes
Environment Agency – SHEW-COP	2018	No
Environment Agency National Standard Technical Specifications for Surveying Services	V4.0 – 01 Sept 2017	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 <i>Contractor</i> is to prepare, for the <i>Client's</i> acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the <i>works</i> .
2. The <i>Contractor</i> shall not commence any construction work on the Site until the <i>Client</i> , or their representative, has accepted the method statements and risk assessments related to this contract
3. Access off Lag Lane – same access as the <i>Client</i> and the farmer, No.2 Farm Gates and No1 Palisade Gates. Livestock along the site access and working areas.
4. No works or access to the location of the sluice gates and the control building are permitted.
5. All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the <i>Client</i> , or their representative in writing.
6. The <i>Contractor</i> can only remove the existing fence and access gates where they are able to install the new fence and gate(s) at the end each working day.

#### **Working times**

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

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

**State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.**

**State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).**

The *Contractor* to submit work programme with the *Contractor's* Offer for acceptance. 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/ 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 and another contractor on site</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>No Flood Risk Activity Permitting (FRAP) required for this project</li> </ul>	Info only
<ul style="list-style-type: none"> <li>Borehole Summary and Location Plan</li> </ul>	Included as part of drawing plans
<h2>Site Information</h2>	
Please see supplied Pre-Construction Information, Drawing plans and associated Appendices	

Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work
1.	 Form of Contract: NEC4 E&C Short Contract	Supply and Installation of Fencing
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	