



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)


# NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework  
Lot 1 Civil Engineering (Maintain and Construct) - SE hub

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Stonbury Ltd
For	SE Reconditioning Programme – Tranche 24/25 – Warham Mill Stilling Basin Works (SOP Code: ENV0005680C)
	<b>Contract Forms</b> <ul style="list-style-type: none"> <li>- Contract Data</li> <li>- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</li> <li>- Price List</li> <li>- Scope</li> <li>- Site Information</li> </ul>

# Contract Data

## The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Guildbourne House, Chatsworth Road, Worthing, West Sussex BN11 1LD	
Address for electronic communications		
The works are	To undertake a series of reparations and improvements to the Warnham Mill stilling basin walls, as per the Scope.	
The site is	<p>Warnham Mill Reservoir (AIMS ID 438771), NGR: TQ 1690 3229. In particular the stilling basin walls:</p> <ul style="list-style-type: none"> <li>- brickwork wall (AIMS ID 438541), NGR: TQ 1682 3229, and</li> <li>- brickwork wall (AIMS ID 438535), NGR: TQ 1682 3230</li> </ul> 	
The starting date is	04/04/2025	
The completion date is	12/12/2025	
The delay damages are	£192.85	Per day
The period for reply is	1	weeks
The defects date is	104	weeks after Completion
The defects correction period is	4	weeks
The assessment day is	the last working day	of each month
The retention 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	0.5%	per complete week of delay.
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	The Contract Price	
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 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 Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	

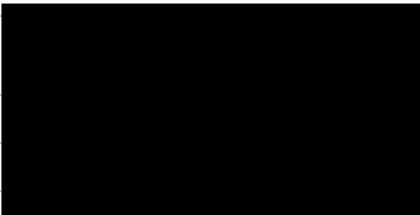
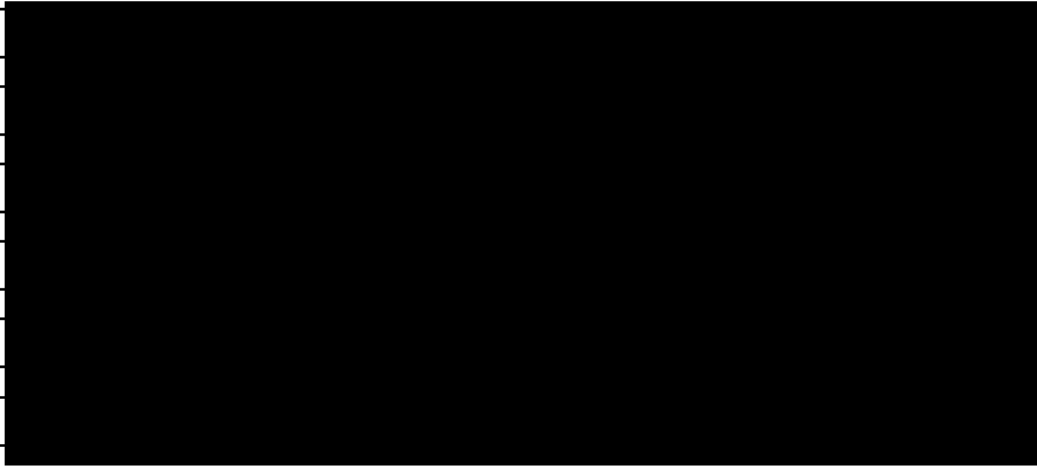
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions	
<b>Z1.0</b>	<b>Sub-contracting</b>
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> 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.
<b>Z2.0</b>	<b>Environment Agency as a regulatory authority</b>
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.
<b>Z3.0</b>	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
<b>Z4.0</b>	<b>Correctness of Site Information</b>
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.
<b>Z5.0</b>	<b>The Contracts (Rights of Third Parties) Act 1999</b>
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.
<b>Z6.0</b>	<b>Design</b>
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.
<b>Z7.0</b>	<b>Change to Compensation Events</b>
Z7.1	Delete the text of Clause 60.1(11) and replace by:  The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>



<b>Z8.0</b>	<b>Framework Agreement</b>
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> .
<b>Z9.0</b>	<b>Termination</b>
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.
<b>Z10.0</b>	<b>Data Protection</b>
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
<b>Z11.0</b>	<b>Liabilities and Insurance</b>
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
<b>Z12.0</b>	<b>Packaging</b>
Z12.1	<del>For contracts containing packages of projects the Client's Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack</del>
<b>Z110</b>	<b>Inflation</b>  At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: <div style="padding-left: 40px;">The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</div> The proportion of Price Adjustment shall be equal to: <div style="padding-left: 40px;">The total of the Prices at the Contract Date / The number of Price Adjustments</div> Each time the amount due is assessed, the Price Adjustment shall be: <div style="padding-left: 40px;">The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</div> 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 <i>Contractor</i> is	
Name	Stonbury Ltd	
Address for communications	Chawston House, Chawston Lane, Chawston, Bedford, England, MK44 3BH	
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people</i> rates are	As per AOMR framework	
category of person	unit	rate
		
The <i>published list of Equipment</i> is		As per AOMR Framework
The <i>percentage for adjustment for Equipment</i> is		As per AOMR Framework

# 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 £ 119,352.80

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date



# Contract Data

## Price List

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	Description	Unit	Qty	Rate	Price
1	Contract Management, Project Management and Programme	Sum			
2	Accommodation, site welfare and / or site compound, services and facilities	Sum			
3	Design Pack & CDM including: <ul style="list-style-type: none"> <li>Detailed design and drawings</li> <li>Carbon Calculator and Carbon Appendix for Gateways 3 and 4.</li> <li>Construction Phase Plan.</li> <li>RAMS &amp; other Health and Safety Documents</li> <li>Site Waste Management Plan</li> <li>Traffic Management Plan</li> </ul>	Sum			
4	BIM Execution Plan and MIDP	Sum			
5	Ecological walkovers, ecological consents, Natural England (NE) liaison and NE permits. Other ecological surveys and related mitigation plans and measures.	Sum			
6	FRAP transfer or new FRAP (if required).	Sum			
7	Health and Safety File including O&M Manuals and As-built drawings.	Sum			
8	Undertake the works in walls W3 and W4 (items 1, 2, 3 and 4 in Table 2)	Sum			
9	Undertake the works in the sluice channel walls W5 and E3 (item 5 and 10 in Table 2)	Sum			
10	Undertake the works in walls E2 and E3 (items 7, 8 and 9 in Table 2)	Sum			
11	Undertake the works in apron adjacent to wall E2 (item 6 in Table 2)	Sum			
The total of the Prices					£119,352.80

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.

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.

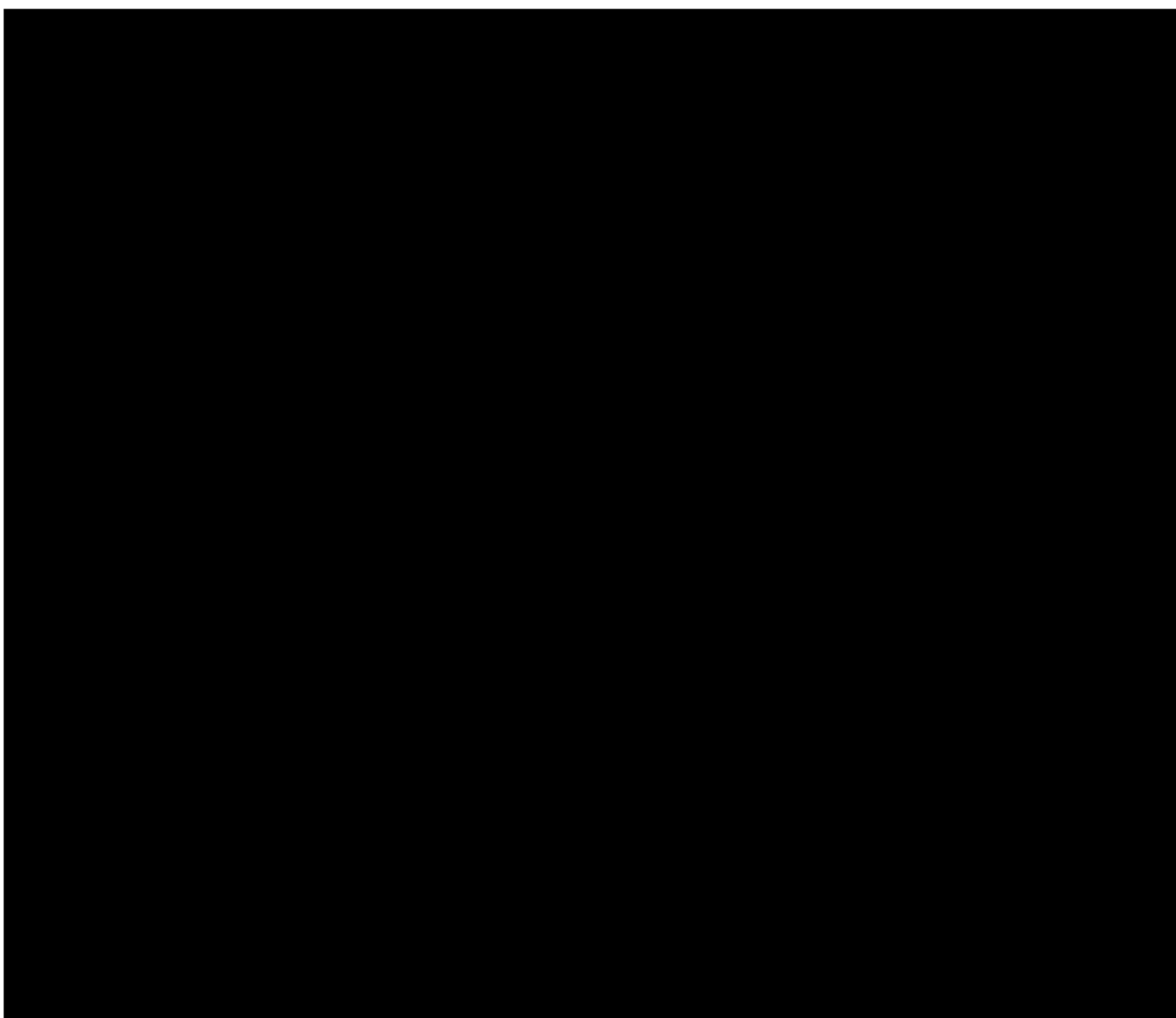
# Scope

## 1. Description of the *works*

The Environment Agency (EA) is the Undertaker for the following elements of Warnham Mill reservoir: the main and additional overflows, the downstream stilling basin, the cill beam for the auxiliary spillway and the stoplogs in the training wall to the east of the mill building.

The latest Report of the Result of an Inspection Under Section 10(2) of the Act (June 2023) includes one Matter of Maintenance under Section 10(3)(b) related to the stilling basin:

- Undertake repointing, repairs, tying and bracing of the walls of the spillway stilling basin identified as required by in the report on this inspection of the stilling basin walls done on 12th October 2022 (Warnham Mill – Stilling Basin Inspection Report, October 2022) within 12 months of the date of this report.

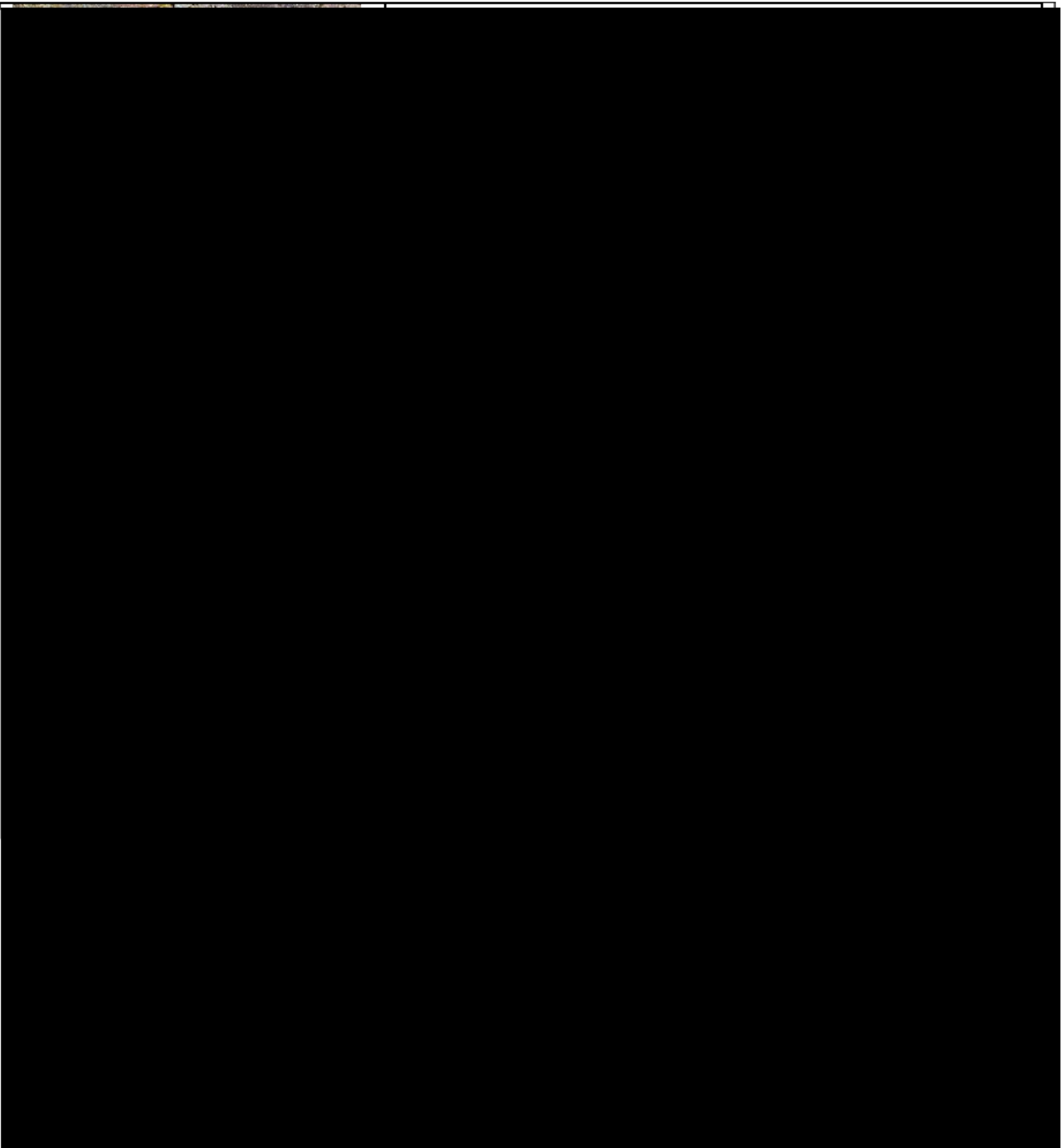


**Table 2 – Stilling basin wall and base works**

Item	Wall	
1	W3	
2	W3	
3	W4	
4	W4	

5	W5	
6	E2	

7	E2	
8 and 9	E2 and E2 to E3	

		
10	E3	



## General

The *Contractor* shall scope and undertake any investigation/inspections that they require to meet the *Client* requirements. The *Contractor* shall satisfy themselves with the nature, scope and extent of the investigation/inspections.

The *Contractor* will scope and undertake the investigation/inspections, surveys and site investigations in accordance with the current version of the *Client's* National Standard Technical Specifications for Surveying Services, MTR Site Investigation Specification and Schedules, defining type and purpose of survey including extents and available information.

The *Contractor* is responsible for any enabling works required to undertake the investigations/inspections and the works, including those for accessing the sites.

The *Contractor* shall support the *Client* with the stakeholder engagement activities.

As part of delivering the works the *Contractor* shall fulfil the duties of Principal Contractor and Designer in terms of the CDM 2015 regulations.

For a list of guidance documents see Section 3 Specifications. This must be obtained directly from the relevant organisation for required licences.

All as-built drawings and technical reports have been made available.

If any liaison with utility companies, local councils or any other third parties not mentioned in this contract is required, the *Contractor* shall undertake the liaison.

The *Contractor* shall be responsible for preparing and deploying a flood emergency plan/protocol for the duration of the works. The *Contractor* shall sign up for flood alerts.

The *Contractor* shall:

- remove all personal access to the stilling basin at the end of every day to prevent access.
- assume that the stoplogs will not be in place when the works starts.
- provide a photographic report of the repairs carried out at completion of the works.
- provide the repointing, sealing and crack stitching methodology for the *Client* review.
- ensure that the works described in table 2 shall be completed by 30th September 2025.

A FRAP permit has been obtained as part of the ESE works. The *Contractor* shall apply for FRAP transfer and allow 12 weeks for the transfer to be approved. A FRAP permit has been obtained as part of the ESE works. If the *Contractor* proposes a construction methodology that differs and increases flood risk from the approved FRAP, the *Contractor* shall prepare, apply and pay for a new FRAP. If the *Contractor* methodology is within the approved FRAP methodology, the *Contractor* shall only transfer the FRAP to themselves. In both cases, the *Contractor* shall allow for 12 weeks in the programme.

Public Safety Risk Assessments (PSRAs) where required should be provided by the *Contractor* with support from the Principal Designer. The design for each project must be accepted by the *Client*, including the Environment Agency's PSRA assessor and/or supervising engineer where required, and provide time allowed in the programme for review.

The *Contractor* shall undertake a pre-construction and post-construction condition survey (photographical and/or footage report) of access, work area and proposed site compound.

Upon instruction from the *Client*, as a compensation event, the *Contractor* shall create a BIM Execution Plan after contract award, and continual uploading of all final version produced files in the agreed BIM naming convention on to Asite Information Delivery Plan (IDP).

The *Contractor* shall support in the identification of project efficiencies through active contribution to an Efficiency Register (CERT tool) managed by the *Client*.

The *Contractor* shall demonstrate sustainability leadership through fully considering and contributing to achieving the *Client's* environment and sustainability ambitions and targets. These are set out in the EA2025 Action Plan, e:Mission 2030 Strategy, the Defra 25 Year Environment Plan and are in line with the principles of sustainability as described by the United Nation's Sustainable Development Goals.

The *Contractor* shall update Carbon Calculators and Carbon Appendix documents upon completion of design and completion of construction works. The *Contractor* must aim to reduce the amount of Carbon produced through their recommendations to help the Environment Agency meet its aim of zero net carbon by 2030.

Ensure all deliverables are produced to comply with relevant British Standards and Eurocodes.

## 1.4 Accommodation

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

## 1.5 Access to the Site

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

1.5.2 The *Contractor* shall:

- Provide any access requirements such as a trackway to and from the site location. This will include any liaison with the landowner(s) to apply any mitigation measures that may be required to ensure no damage is caused by the works activities.

## 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.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the works, including:

- What is being done,
- Who is doing it,
- When it is being done, and for how long,
- Where is it being done,
- How the *Contractor* is to co-operate and share the Working Areas.

## 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 starting date. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.
- Monthly commercial meetings from the starting date. 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.
- Design workshop, Risk workshop, and a premobilisation meeting. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.

1.7.3 The *Contractor* shall produce a progress report and submit this with their updated programme before the 5<sup>th</sup> of each month. This report:

- Highlights the progress achieved since the last programme submission.
- Explains any deviation from the previous programme in terms of progress and/or changes to the planned activities.
- Explains what actions are being implemented to mitigate any delay.
- State the expected date when the *Contractor* forecast to complete the works compared to the contract Completion Date.
- Details any lost days due to weather.
- Summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices.
- Includes site photos of progress achieved since the previous progress report.

1.7.4 The *Contractor* shall:

- Independently obtain and include all costs associated with any environmental permits, licences and approvals required the site investigation works.
- Issue all construction documentation including CPP, RAMS, permitting, works programme for site investigation works.
- Implement a Safe System of Work.
- Include any temporary works required to undertake the *Contractor's* method of working as deemed necessary to meet the work scope.



- Provide supervision of activities including any Sub-Contractor works.
- Place signage boards at site locations as required.
- Implement any site security measures as required.
- Produce a Site Waste Management Plan (SWMP) prior to work starting on site. The *Contractor* is to allow for the cost associated with waste and this must be disposed of offsite in accordance with the (SWMP) and in accordance with the current Waste Management Regulations.

1.7.5 The *Client* shall delegate the duties of administering this contract to an appointed *Client's* delegate and on-site quality assurance to an appointed Supervisor (who shall also carry out Environmental Clerk duties as well). The delegated roles shall support the management of works. The *Client's* Project Manager shall issue a delegation letter to all parties. The delegation letter shall contain clauses delegated to the delegate roles.

## **1.8 Weather Measurements**

1.8.1 The *Contractor* shall monitor the weather conditions from reliable sources and react accordingly.

## **1.9 Quality Management**

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

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

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

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

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

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

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

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

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

1.10.1 The *Client* shall obtain the below consents, permits, licenses and/or agreements from third parties for the permanent works.

- PCMT
- Approval from third parties to carry out the work.
- Liaise with landowners to provide the *Contractor* with the proposed site compound location.

1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties to complete works.

## **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 Principal *Contractor* duties under the CDM Regulations 2015 shall be undertaken by the *Contractor*.

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)

1.11.6 The Designer duties under the CDM Regulations 2015 shall be undertaken by the *Contractor* for all the elements designed by the *Contractor*.

1.11.7 The *Contractor* must ensure that all designers engaged by the *Contractor* fully co-operate with the Principal Designer to enable compliance with the Principal Designer's statutory duties.

1.11.8 The *Client* has provided CDM Pre-Construction Information (PCI) in the Site Information.

1.11.9 The *Contractor* is to prepare a full Construction Phase Plan (CPP) to be issued and signed off by the *Client* prior to the commencement of any construction works, including Investigation works. This shall be presented to the *Client* no less than 14 days prior to when the *Contractor* intends to start work. This is to allow the *Client* to review the document, consult landowners on the proposed works methodology and obtain review and sign-off from the CDM Advisor.

1.11.10 The *Contractor* submits to the *Client* and Principal Designer an electronic copy of the health and safety file compliant with the CDM Regulations. If the *Contractor* does not submit this information the *Client* may not award Completion.

1.11.11 Procedures and policies as outlined in the Environment Agency 'Safety, Health, Environment, and Wellbeing (SHEW)' code of practice. Constructing a better environment' document shall be applied throughout the Contract. The *Contractor* shall familiarise himself with this document.

## **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.

1.12.2 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.

1.12.3 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 subcontractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful subcontractor.

## **1.13 Completion**

1.13.1 Prior to Completion the *Contractor* shall arrange a joint inspection with the *Client*. The initial inspection shall take place a minimum of one week in advance of the Completion. Completion is achieved and certified only when the works have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The *Client* is responsible for making their initial judgement following the joint inspection.

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

- all construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- all site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- all public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

1.13.3 The following are absolute requirements for Completion to be certified.

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
  - CAD and PDF copies of As-built drawings.
  - A digital copy of Health and Safety File including Buildability, Operability & Maintainability Statement.
- The *Contractor* shall provide the Final Carbon Calculator and Carbon Appendix in line with Gateway 3 and Gateway 4 requirements.
- All deliverables and products show evidence of a quality control system.
- All deliverables shall satisfy the relevant latest necessary guidance, EA Minimum Technical Requirements and legislative requirements to meet the scope requirements, unless otherwise agreed with the *Client* in advance of submission.

1.13.4 The *Contractor* shall support the *Client* to complete the DMAT tool.

1.13.5 The *Contractor* shall be responsible for uploading any produced final version documentation to the project Information Delivery Plan (IDP) on the Asite system.

## 1.14 ACCOUNTS AND RECORDS

1.14.1 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.

1.14.2 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.

- [apinvoices-env-u@gov.sscil.com](mailto:apinvoices-env-u@gov.sscil.com) and
- [ea\\_invoices-pa@environment-agency.gov.uk](mailto:ea_invoices-pa@environment-agency.gov.uk)



## 2. Drawings

Drawing Number	Revision	Title
EH903-34 Warnham Mill Stilling Basin - Preliminary Ecological Appraisal.pdf	April 2024	Preliminary Ecological report
S4026-WMBR-EAP-01 R 1 Warnham Mill - EAP(1).pdf	Issue 1 (04/07/2024)	Environmental Action Plan
SS_VL_P24-3156_01 - Remedial Works Rev E	Rev E (July 2024)	Warnham Mill Remedial Works
HSF Warnham Mill Pond Reservoir - FINAL June 2015	1	Warnham Mill Pond Reservoir CDM Regulations Health and Safety File
15142(1) - Warnham Stop Log Intrusive Examination - Jan 2016	15-142G (March 2016)	Intrusive inspection report at Warnham Mill
Warnham Mill - Stilling Basin Inspection Report 2022 P01	P01 (Oct 2022)	Stilling basin inspections 2022
Water levels	-	15m_WarnhamMillGateRL_2013_2024.xlsx

## 3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	No
Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP)	V6	No
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V2	
Construction Design Regulations (CDM) 2015		
Exchange Information Requirements (BIM)	V3	
Exchange Information Requirements (EIR)	V3	
Civil Engineering Specification for the Water Industry (CESWI Eighth Addition)	V8	
British Standard Code of Practice and Euro codes	Latest version	
European Standards	Latest version	
LIT 13258 - Minimum Technical Requirements	V14, June 2024	No
LIT 18749 - National Standard Technical Specifications for Surveying Services	5.01 (1 Mar 2023)	
LIT 11049 - MTR Site Investigation Specification and Schedules	Sept 21	
Lot 1 – Spec Supplementary clauses – General	V1.0	
Lot 1 & Lot 3 – Supply Chain Passport Template		
Control of Substances Hazardous to Health (COSHH) Regulations	2002	✓
BS 1504 Products and systems for the protection and repair of concrete structures.	2013	No
BS 8221 CoP for cleaning and surface repair of buildings	2000	No



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

4.1 All of the *Client's* actions under the contract are delegated to *Client's* Project Manager. The *Contractor* shall only act upon instructions received from the *Client's* Project Manager.

4.2 All communications from the *Contractor* to the *Client* shall be sent to *Client's* Project Manager.

### 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 shall 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* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

4.3.18 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 (CEs) and revised programmes depending on *Contractor* performance.

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

4.3.23 The site shall only be used for the works intended.

4.3.24 The *Contractor* shall manage the use of any Hazardous Materials.

4.3.25 *Contractor* interfaces with the Works and existing items on the site: Work areas will need to be defined by the *Contractor* within the site prior to works commencing.

4.3.26 *Contractor* interfaces with the Works and occupied premises and users affected by the works: Access to site will still be needed by the operations team during the Works.

4.3.27 The *Contractor* shall keep to a minimum any fuels and substances used on site and stored so that there is no possibility of potential contamination of the site or waterways through accidental spillage or vandalism.

4.3.28 The *Contractor* shall produce a Lifting Plan by a competent person and submit to the *Client* for approval prior to any lifting activities taking place.

4.3.29 The *Contractor* is responsible for the security of the Works at the site and is the interface between any visitors and the site operation.

4.3.30 The *Contractor* is responsible for traffic management including access routes.

4.3.31 Site might be adjacent to residential properties, so consideration needs to be given to minimise noise impact.

4.3.32 The *Contractor* shall not seek to gain access to any of the Sites without confirmation from the *Client*, or their representative, that all necessary notice has been served to the appropriate landowners and / or tenants. The *Client's* Estates team or the Senior User will identify landowners and carry out landowner negotiations.

4.3.33 The *Contractor* shall not commence works on site until the *Client*, or their representative, has accepted the method statements and risk assessments related to the task being undertaken.

4.3.34 If additional works are included as a Compensation event, the *Contractor* shall not commence any work on the Sites until the *Client*, or their representative, has accepted the method statements and risk assessments related to the task being undertaken.

4.3.35 The *Contractor* shall provide the *Client's* Project Manager at least 10 working days' notice to arrange site visits for the assessments.

4.3.36 The sluice gate shall be isolated by the *Contractor* for the duration of the works.

#### **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 Site Restrictions**

4.5.1 The *Contractor* to register with the EA flood warning service and regularly monitor relevant river/tide levels.



## 4.6 Environment and Heritage

4.6.1 All activities will be planned in accordance with Environment Agency's National Environment Assessment Service (NEAS) and their recommendations.

4.6.2 Comply with legislation regarding the protection of biodiversity.

4.6.3 Notify the relevant enforcing authority and take steps to prevent the damage if your activities pose an imminent threat to the environment and habitat. If your activities cause actual environmental damage, you must take remedial action to repair the damage.

4.6.4 Site Specific Environmental and Heritage Issues:

NEAS Screening (23/02/2024): Boldings Brook is a Salmonid River and European Eel migratory route. As such, the *Contractor* shall work outside their migration period, especially if planning on blocking the brook, unless otherwise agreed with the *Client* in writing.

There are also European Water Voles in the area so the *Contractor* must engage with the *Client's* FBG team prior to progressing designs or work elements that involve changing the banks or putting in a new compound..

The area is surrounded by protected Deciduous Woodland so the *Contractor* must ensure that appropriate mitigations are in place if moving heavy machinery close to it, and must engage with the *Client* if looking to remove any of it to get equipment through or for similar activities.

Boldings Brook is also sensitive to gravel removal under WFD so the *Contractor* must ensure that appropriate mitigations are in place and engage with the *Client's* NEAS team prior to progressing designs or work elements if gravel removal is part of the works.

There are numerous cases of Invasive Species in the area (Marsh Frog and Giant Hogweed especially) so the *Contractor* must ensure that appropriate mitigations are in place when preparing to work on site and in delivering in accordance with the EAP.

Warnham Local Nature Reserve is a nearby designated site. Warnham Mill Grade 2 listed building is in the area and may be impacted by vibration if that is a risk during the works. The working area is in a Local Nature Reserve, Warnham which is managed by Horsham District Council and they will need to be contacted. The *Contractor* must ensure that appropriate mitigations are in place accordingly.

Further study has been done at ESE stage. Refer to "EH903-34 Warnham Mill Stilling Basin - Preliminary Ecological Appraisal" and "S4026-WMBR-EAP-01 R 1 Warnham Mill - EAP(1)".

### Working times

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

## 5. Requirements for the programme

5.1 The *Contractor* 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 2016 formats for *Client's* acceptance.

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

- The Contract *starting date*, *Contract completion date*, planned start date and planned date of completion.
- 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, time required to obtain consents/waste permits; stated constraints; *Contractor's* risk.
- 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.
- each of the activities listed within the Price List.

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.

## 6. Services and other things provided by the *Client*

Item	Date by which it will be provided
Site Information (including Pre-Construction Information)	Within two weeks of <i>starting date</i>
Hazard Map	Within two weeks of <i>starting date</i>
FastDraft Access	Within two weeks of <i>starting date</i>
Service Searches (up to date)	Within two weeks of <i>starting date</i>
5-days ahead flow and precipitation forecast	Within two weeks of <i>starting date</i>
Archive/ As built drawings	Within two weeks of <i>starting date</i>
ASite - Online file storage and sharing platform	Within two weeks of <i>starting date</i>
Initial induction to be arranged to enable access to EA sites	At least seven days before the possession dates.
Landowners contact information where required	At least seven days before the possession dates.

## Site Information

The reservoir was originally created as part of the Sussex iron working industry. The Warnham furnace was constructed around 1583 and was an important cannon production site. Annual draining and excavation for ironstone gradually enlarged the pond. The furnace was destroyed by the Parliamentary forces in the Civil War in 1645. A few decades later the bay was converted to run a corn mill which produced flour until the 1930s.

The reservoir now forms part of, and is integrated with, the Warnham Local Nature Reserve which is owned and operated by the Council.

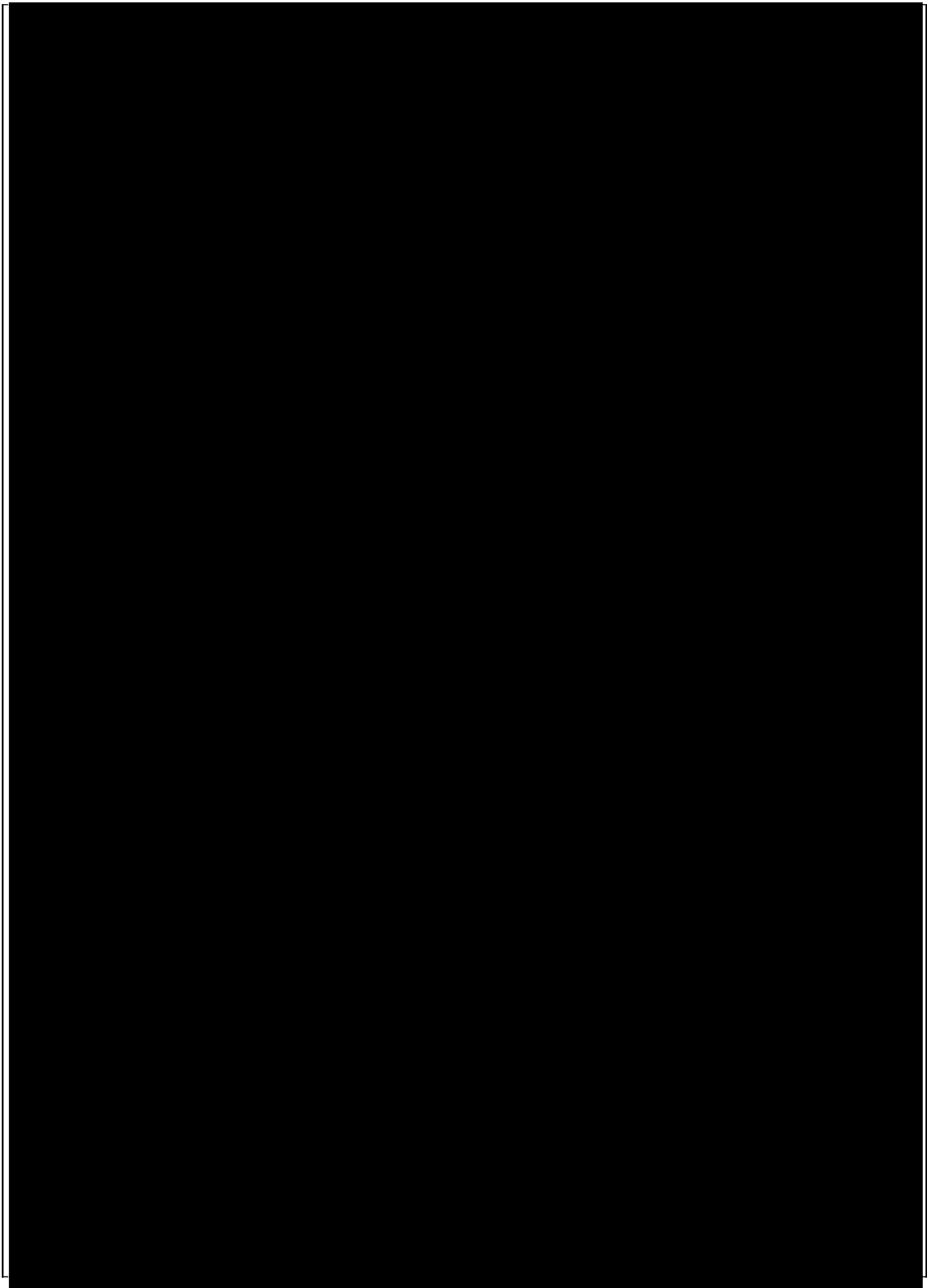




Table below contains details of previous studies and existing information. All these information will be provided by the *Client*.

Document Name or Ref Number
P24-3156-005 Hazard Location Plan
P24-3156 DRA001B Warnham Mill - Design Risk Assessment
S4026-WMESE-BS-01 R0_Warnham Mill ESE Buildability
ArchivedDwgs GateBasinHut 1969-79
Stilling basin inspections 2022
Stoplog wall repairs 2016
Warnham Mill HSF
EH903-34 Warnham Mill Stilling Basin - Preliminary Ecological Appraisal
Flows Dec 2023
P24-3156 001-004 Warnham Mill Stairs
P24-3156 Warnham Mill Stairs TN01
S4026-WMBR-EAP-01 R 1 Warnham Mill - EAP(1)
SS_VL_P24-3156_01 - Remedial Works Rev E
Warnham Mill NEAS screening
15m_WarnhamMillGateRL_2013_2024.xlsx

#### Health and safety file

Issue details: A template of H&S file will be issued by the *Client*, but the completed H&S file is required from the *Contractor*.

# Proposed sub-contractors

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