



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

AMOR Framework – LOT 1

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	CPC Civils
For	Salford Basin - Footpath
	Contract Forms - 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	Environment Agency Richard Fairclough House Knutsford Road Latchford Warrington WA4 1HT	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Footpath Repairs	
The <i>site</i> is	The site is Salford FSR located Grandstand Ave, Salford M6 6NJ W3W /// dance.acted.mason	
The <i>starting date</i> is	22/08/2025	
The <i>completion date</i> is	24/10/2025	
The <i>delay damages</i> are	[REDACTED]	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) 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 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 [REDACTED] 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 Client 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	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • 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-<i>Contractors</i> • 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>

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:

The number of months between the Completion Date included at the *starting date* and the Contract Date.

The proportion of Price Adjustment shall be equal to:

The total of the Prices at the Contract Date / The number of Price Adjustments

Each time the amount due is assessed, the Price Adjustment shall be:

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	CPC Civils Ltd	
Address for communications	11 Hockley Court, 2401 Stratford Road, Hockley Heath, Solihull, B94 6NW	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are	[REDACTED]	
category of person	unit	rate
The published list of Equipment is		AS ABOVE PRICING SCHEDULE K11
The percentage for adjustment for Equipment is		

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is £66,422.60

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

Price List

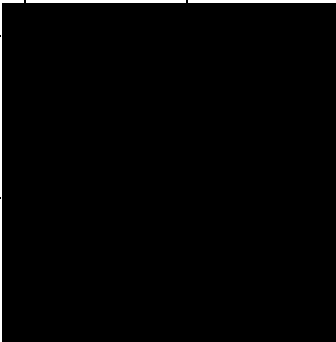
Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

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.

Ref	Description	Unit	Qty.	Rate	Price
	<u>Preconstruction Phase</u>				
1.1	Carry out any surveys required for the works, including but not limited to Topographical surveys, Environmental / ecological surveys, Invasive Non-native Species surveys, Structural condition survey, Preconstruction surveys.	Sum	1		
1.2	Management costs for preconstruction phase	Sum	1		

1.3	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Sum	1	Included within rates / items	
	<u>Delivery Phase</u>				
2.0	Preliminary costs for delivery phase. -	Week	3		
2.1	Mobilisation and Site set up	Sum	1		
2.2	Site Security	Week	3		
2.3	Excavate potholes along the upper footpath and infill with similar suitable material approx and compact	Sum	1		
2.4	Placement and installation of infill material	M3	40		
2.5	Demobilisation including reinstatement of site to condition before start of the	Sum	1		

	works (including any making good and removal of temporary works, plant, materials, bog matts, service protection, surplus unsuitable material etc).				
	<u>Completion</u>				
3.0	Completed Health and Safety file issued to and accepted by the <i>Client</i> including as-built drawings and all carbon data.	Sum			
3.1	Post condition survey Site Walkover and photos on completion	Sum			
The total of the Prices				£66,422.60	

The method and rules used to compile the Price List are

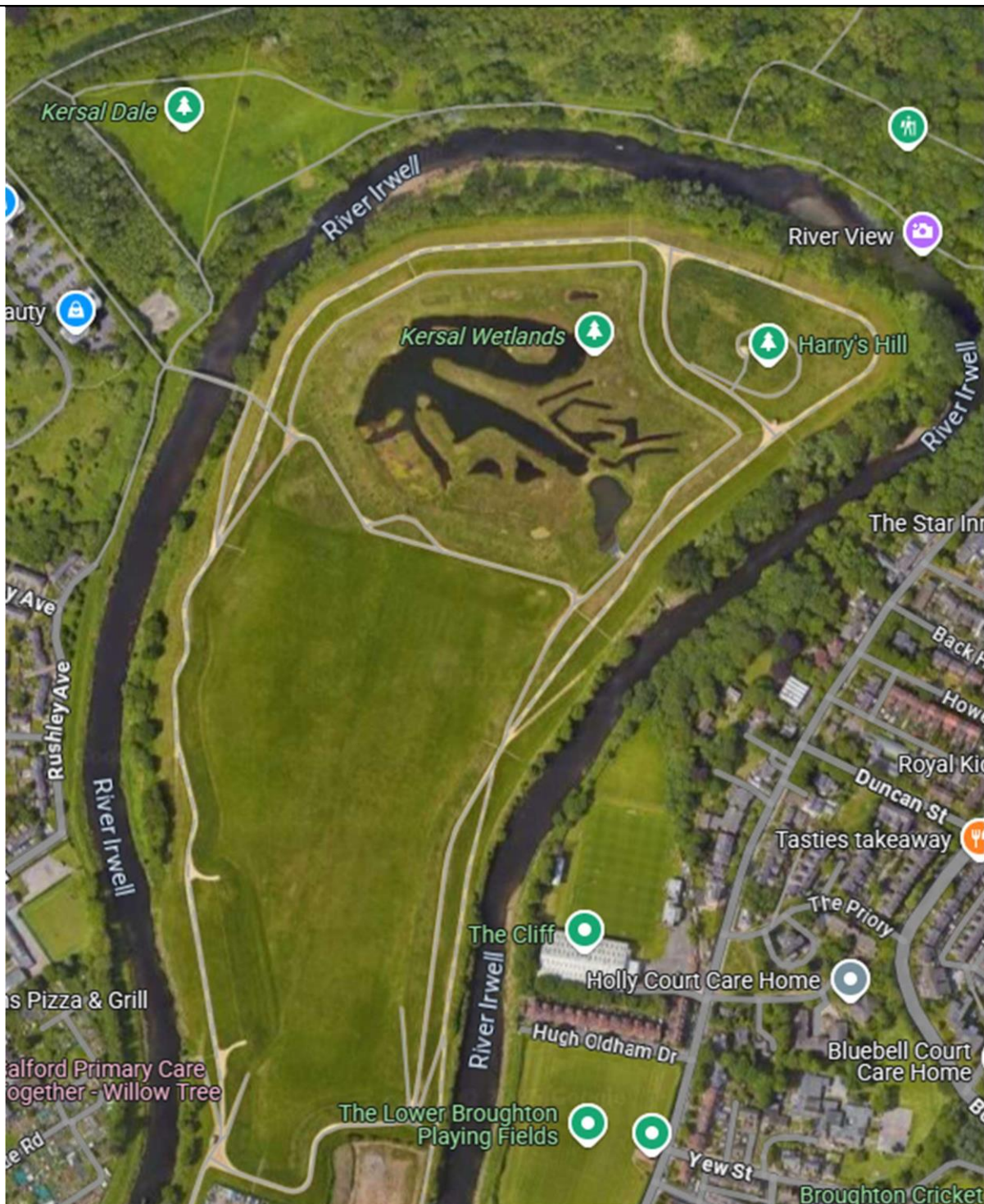
Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.

Scope

1. Description of the *works*

Purpose of the Works/Outcome required

This project aims to repair the damaged footpath at Salford Basin FSR



The main elements of *works* are,

- Installation of site compound, working areas.
- Repair of potholes along the upper footpath approx. 2km using 10mm to dust in similar buff colour to existing
- Removal of excess material from site

Use of the Site

The flood basin is used for recreational activities during normal use, but under flood events it is used as a flood storage basin.

Access

Access can be gained via Grandstand Ave, Salford M6 6NJ

Width and height restrictions – Width and height restrictions, turning circles, load restrictions, and traffic management/TROs etc are the responsibility of the *Contractor* to consider and must be included as part of the traffic management proposals. The *Contractor* shall liaise with the appropriate highways authority and agree requirements. Permits to be applied for by the *Contractor* using the Street Manager tool. Proposals should be submitted also to the *Client*.

The *Client* issues statutory Notices of Entry for all private land within the Site at least 10 days before the possession dates. The *Contractor* is to give notice 2 weeks before the possession date to allow for NOE to be issued in time. Additional Working Areas required by the *Contractor* outside of the Site are provided by the *Contractor*. Landowners are to be notified of any subsequent changes to programme.

For the avoidance of doubt, compensation is paid to landowners by the *Client* for all areas located within the boundaries of the Site. Compensation for any Working Areas located outside the boundaries of the site is paid for by the *Contractor*.

The *Contractor* keeps records of the dates of his first entry onto and departure from all property and lands of each owner and occupier (including public highways, footpaths and thoroughfares) together with the dates of the erection and removal of all temporary fencing.

The *Contractor* is required to confirm with the *Client* that all necessary landowner agreements and issuing notices are in place prior to entry onto site and the securing of the working areas.

Site Clearance

There no requirement for site clearance.

Material Import/Disposal

For the purposes of pricing, please refer to price list for infill material quantity. Actual volume of material will be re-measurable.

Reinstatement material to be used to fill in the pot holes should be 10mm to dust colour Gold Dust or Buff to be used as per the samples provided.

Noise and vibration

The *Contractor* is to consider all adjacent landowners and residents to the Works and advise the *Client* on how they will be disrupted and agree any mitigating measures.

Protection of existing structures and services

The existing embankment will remain unchanged during the works and will still provide protection during a flood event/high river flow.

The *Contractor* shall undertake appropriate ground surveys (to include GPR surveys) to confirm location of services and ground conditions with respect to the design.

The *Contractor* shall undertake further statutory services search to ensure the information is current.

The *Contractor* shall be responsible for liaising with all the relevant utility companies and statutory authorities, including preparing and managing any application/consents or permits, as required for the delivery of the Works. Consent will be gained by the *Contractor* to traffic under / over existing services and any temporary works will be developed and installed by the *Contractor*.

There are two kiosks located at each end of the basin, care is to be taken not to damage these buildings.

Should any leakages or damage to existing services, highways or apparatus be discovered, the *Contractor* notifies the *Client* and the statutory undertaker, highways authority or Owner concerned, as appropriate.

Invasive Species

There is note of possible Himalayan blossom, along the river edge. Toolbox talks on invasive species to be carried out. The *Client* will hold the risk associated with species

- Himalayan blossom – Locations around the perimeter of the river edge.

Archaeological requirements

No known archaeological or heritage constraints

Interfaces between the works and existing things.

See use of site

Occupied premises and users.

See use of site

Client specified policies and procedures.

The flood basin is a live EA asset and can be operated at any time.

Confidentiality

The *Contractor* does not disclose information in connection with the works except when necessary to carry out their duties under the contract or their obligations under the contract

The *Contractor* may publicise the services only with the *Client's* written permission.

Security and protection on the site

Working areas to be separated from public areas by traffic management arrangements and appropriate fencing / segregation. Overnight and Weekend site security will be managed by the Contactor.

The site area is heavily trafficked by the public. The use of additional banksman for plant movements, extra signage and information boards, site fencing to the working area off and site security to keep a safe working area sterile is paramount.

Cleanliness of the roads

The *Contractor* is to maintain the cleanliness of the public highway within the working areas during the works.

Traffic Management

The *Contractor* is to erect clearly visible construction traffic warning signs at the entrance to the proposed working areas

The *Contractor* to design, maintain and gain approval for all temporary traffic management to meet all requirements of the Highways team at Manchester City Council. These proposals are to be submitted to the *Client* for their acceptance.

The *Contractors* traffic management responsibilities include:

- Implementing a traffic management plan that is accepted by the *Client* and complies with council requirements.
- Maintaining safe access to compound / working areas.
- Liaison with council Highways Division regarding traffic issues.
- Separating site traffic from public areas where possible.
- Separating pedestrian and vehicular traffic where possible
- Maintaining safe pedestrian access to landowner / public amenities.
- Maintaining vehicular and pedestrian access to and from properties.
- Erecting an advanced notice of the Works and potential traffic disruption.

Arranging that immediately prior to the start of the Works, erecting clearly visible warning notices on all access routes.

The *Contractor* maintains and manages public access to footpath/cycle ways which are to remain open or the *Contractor* is to provide a suitable diversion. This includes resources to manage crossing points and plant interface with the public where there is a need to cross the footpaths.

Condition survey

The *Contractor* is to undertake a full condition survey of all Working Areas prior to commencement of Works on site. The survey should be submitted to the *Client* for acceptance as a true record of the existing conditions and is to be stored in the BIM archive.

Deleterious and hazardous materials

The *Contractor* advises the *Client* in writing of any substance that he proposes to bring onto Site that falls within the 'Control of Substances Hazardous to Health', Regulations 2002, or otherwise require special precautions to be taken. Such advice is to include copies of all relevant COSHH assessment sheets.

The *Contractor* ensures that personnel use correct Personal Protective and Site Safety Equipment, including correct PPE for working over areas affected by historical contamination.

Contractor's design

All temporary works to facilitate the works are the *Contractors* design. Temporary works designs completed by the *Contractor* are to be submitted to the *Client* for acceptance within 2 weeks.

Site investigations

Due to the nature of the works no site investigations have been undertaken.

Methodology statement

Method statements shall be made available to the *Client* for each activity to support the programme for acceptance.

An overall objective of the *Client* for the project is that the works are undertaken in a manner that achieves high standards of health, safety and welfare. The *Contractor* views health, safety and welfare provisions as integral

parts of carrying out the Works and not as stand-alone considerations. All work shall be carried out using techniques to eliminate any risk to life and risk of structural damage to the adjacent assets, properties and trees, and to minimise potential complaints about noise and vibration.

The method statements shall be issued by the *Contractor* a minimum of two weeks in advance of carrying out associated work. Method Statements shall contain sufficient information to enable the *Client* to assess any likely detriment to either the proposed or the existing works, third party land, property or infrastructure, or to the *Client's* overall objectives. The *Contractor* shall allow for a period of reply for comment in the programme and shall undertake any work in accordance with the agreed method statement.

The operations that require a specific Risk Assessment and Method Statement (RAMS) are listed, but not limited, to those below;

- Setting out and surveying
- Earthworks
- Lifting operations

The *Contractor* shall make method statements available 2 weeks in advance of carrying out the works for the *Client* (or delegate) and Principal Designer to review and comment on.

The *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within his own organisation before submission. The *Contractor* shall allow a 2 week reply period for review of the method statements. Works do not commence until the *Client*/Principal Designer (or delegated individual) has reviewed and the relevant method statement. The *Contractor* does the work in accordance with the agreed method statement.

Carbon

Population and completion of the *Client's* latest version of the carbon appendix & calculator or its successor.

Completion

Prior to any works being offered for take over or Completion the *Contractor* shall arrange a joint inspection with the *Client* and *Client* deemed relevant parties. The initial inspection shall take place a minimum of three weeks in advance of the planned take over or Completion.

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

- 1 electronic copy of as-built information for the compilation of the H&S File.
- Population of the *Client's* latest version of the Carbon appendix and carbon calculator or its successor. (Post work actuals there will be no carbon baseline)
- All of the deliverables have been provided and accepted by the *Client*.
- Transfer of any information to the *Client* databases of BIM data

Monthly reports

- Deliver a monthly progress report in the *Client's* standard template giving progress against programme, deliverables received and expected, financial summary against programme.
 - Summary of Progress
 - Narrative for the updated programme

- Financial/commercial position
- Change – Early Warnings, Compensation Events and Instructions issued
- Third Party issues
- Health and safety and environmental incidents or near-misses and the results of any audits during the last month.
- Any other issues including the identification of any technical, administrative or estates matters to be resolved
- Average number of site workers/ *Contractor's* staff involved in the Works in the previous month
- Materials used in the Works in the previous month (including timber)
- Waste created and taken off site in the previous month
- Provide input to project efficiency CERT Form.

Quality

The *Client* (and their delegates) will monitor the *Contractor's* work against the *Contractor's* quality plans. This may be done this by spot checks, rather than by continuous monitoring of the work. The frequency and intensity of such checks will depend on the proven reliability of the *Contractor* as work progresses. Failure to comply with the quality plans will be reported to the *Client* and shall be corrected without delay.

Tests and inspections

Suitability of the material that is being used will be carried out on site in by the *Client* (and their delegates).

Stakeholder Management and Communications

The *Client* will initiate communications with landowners whose land, property or business is affected by the Works. The *Contractor* shall assist the *Client* in identifying affected individuals.

Media Enquiries

At all stages of the project the *Contractor* shall notify the *Client* of all press or media enquiries who will then refer them to the *Client's* Corporate Affairs Department.

All press and media enquiries will be handled by the *Client's* Corporate Affairs Department and must not be addressed directly by the *Contractor*.

Health and safety

The *Contractor*:

- Undertakes the role of and Principal *Contractor* under the CDM regulations.
- Co-operates and coordinates with the *Client* and Principal Designer in respect to CDM requirements.
- Provides all the information necessary for the Principal Designer to prepare the Health & Safety file.
- Attends Health & Safety meetings.
- Complies with all current Health and Safety Legislation.

The *Contractor* shall familiarise with the Pre-construction Information, the *Client's* Health and Safety Policies and must ensure compliance with the *Client's* Safety Health Environment and Wellbeing Code of Practice (SHEW CoP). Departures from the SHEW CoP are to be agreed with the *Client* and are to be explicit in submissions for acceptance. The *Contractor* shall ensure that all parties under sub-contract are familiar with the requirements of these documents.

The *Contractor* shall prepare the Health and Safety (Construction Phase) Plan before work commences on Site. The *Contractor* shall issue the Health and Safety Plan to the *Client* and Principal Designer for comment. The Health and Safety (Construction Phase) Plan has to be accepted by the Principal Designer and *Client* before work can commence on Site.

The *Contractor* shall prepare an Emergency Action Plan for dealing with on-site or third party emergencies that affect the Works. The *Contractor* shall submit the plan to the *Client* for information only and distribution to the *Client*, within 7 days of the *Contractor* gaining access to any part of the Site. The Emergency Action Plan shall include as a minimum the following:

- Emergency contact list – all contact names, organisation, telephone numbers etc
- Items of Equipment, Plant and Materials that will be made available for use out of hours
- Personnel resources that will be made available for 24/7 call outs
- Method statements for dealing with the Environment Agency Emergencies and the Emergency Services
- Method statements for rescuing and recovery of Personnel, Plants, Materials, Equipment etc in the event of an emergency.
- Method statements for dealing with pollution as a result of the construction Works.

The *Contractor* shall ensure the safety of the public at all times.

Prior to commencement of any site works the *Contractor* shall positively locate all services within the Working Area by undertaking appropriate surveys.

The *Contractor* shall provide regular toolbox talks to site operatives and personnel to ensure that health and safety issues, the requirements of the contract and the design and the contents of the method statements are communicated throughout the site team.

The *Contractor* shall report any health and safety incidents on Site using the procedure outlined in the SHEW COP. Reporting incidents at *Contractors' Sites*". The *Contractor* shall provide a written report within 21 days of the incident, unless otherwise agreed with the *Client*.

The *Contractor* shall copy the *Client* in all correspondence with the Principal Designer.

The *Contractor* shall familiarise himself with the format of the *Client's* standard template for the Health & Safety File and provides all information necessary for the Principal Designer to produce the Health & Safety File. On completion of the Works the Principal Designer shall provide a copy of the final Health and Safety File to the *Client*.

Legal requirements

The Construction (Design and Management) Regulations, 2015, apply to all the work.

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

Inspections

The *Contractor* will be responsible for carrying their own internal audits to check compliance with *Client* policies and procedures. The date of these audits shall be notified to the *Client*

2. Drawings

Drawing Number	Revision	Title
See site information		

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	✓
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	✓
Minimum Technical Requirements – Standard (LIT 13258)	V 13	✓
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	✓
EA 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		✓

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*.

Operation of the basin –Cabins to be placed in a suitable location that they do not risk flooding in the event of the basin operation. Plant is to be moved to suitable location during non-working hours that they do not risk flooding

during an event. The *Contractor* will need to provide an evacuation plans should the basin operate during the works and contact details.

Public interface – The area is heavily used by the general public and care needs to be taken as part of the planning for the works to keep the public away from the worked area or the interface is suitably managed.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). Weekend working may be permitted and must agreed in advance by the *Client*.

5. Requirements for the programme

The *Contractor* shall submit his programme as required in the form of a Critical Path Network linked bar chart showing start and finish dates for each activity. It shall clearly identify those activities forming the critical path. The programme is to be provided in an electronic format in Microsoft Project 2013 (*.mpp) and *.pdf formats. The programme is to be updated and issued monthly.

The updated programme shall include actual and forecast progress against the original baseline.

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

- All highway, footway and footpath consents / permits/ Temporary Traffic Regulation Orders and footpath closure processes required.
- Period required for mobilisation/ planning & post contract award
- All consents and licences, including the Environmental Permits.
- Design submission procedures
- Construction Phase Plan review period.
- Material procurement periods
- Construction start and completion in the different areas of the Site.
- Inspection, handover and acceptance periods for the Works
- Access constraints
- The *Client's* land entry notice processes
- Activities listed within the Price List

Further to the requirements of programme, the *Contractor* shall provide a brief explanation of changes to each programme activity, sufficient to enable *Client* to understand the cause and impact of the change.

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

Item	Date by which it will be provided
FastDraft Access	Upon Signed Contract

Site Information

All known site information has been provided in Appendix 1 along with the PCI.

Appendix 1		

Proposed sub-Contractors

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

4.	Form of Contract:	
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