



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)

### Template version history

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

# NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Carnell
For	Sutcliffe Park Maintenance
	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	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications		
The <i>works</i> are	Sutcliffe Park Maintenance	
The <i>site</i> is	Sutcliffe Park FSA	
The <i>starting date</i> is	05/02/2025	
The <i>completion date</i> is	28/03/2025 format	
The <i>delay damages</i> are	Nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply
The <i>Adjudicator</i> is :
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.

## Contract Data

### The *Client's* Contract Data

The interest rate on late payment is	0.5	% 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		
<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 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"> <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>
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p>

	<p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>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</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>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.</p>
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# Contract Data

## The Contractor's Contract Data

	The Contractor is	
Name	Carnell Support Services Ltd	
Address for communications	3175 Century Way Thorpe Park, Leeds, England, LS15 8ZB	
Address for electronic communications	<div></div> <div></div>	
The fee percentage is	20	%
The people rates are	As follows (from shorter Schedule of Costs Component)	
category of person	unit	rate
General operative / labourer	Hour	<div></div>
Site Agent	Hour	<div></div>
General Foreman	Hour	<div></div>
Project Manager	Hour	<div></div>
Quantity Surveyor	Hour	<div></div>



The *published list of Equipment* is

the edition current at the  
Subcontract Date of the list  
published by: *Civil Engineering  
Contractors Association (CECA)*

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	£171,719.71
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
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Position	Commercial Manager
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Signature	
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Date	31/01/2025
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	Operations Manager
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Signature	
Date	03/02/2025

# 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

Desc

# Price List

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

Item Number	Description	Unit	Quantity	Rate	Price
1.0	Preparation of a detailed Construction Phased Plan (CPP), Risk Assessment and Method Statements (RAMS) in accordance with the SHEW Code of Practice and	Sum	1	£	£

	any other information as per existing contract.				
3.0	Mobilisation as required to carry out the works in this area.	Sum	1		
4.0	Supply, install and maintain signage i.e. chapter 8/ highways barriers for footpath crossings as per PCI and for working on or near the highway	Sum	1		
5.0	Maintain suitable site welfare, security fencing and compound	Week	4		
6.0	Provide site supervision and prelims	Week	4		
7.0	Inspect and clear trash screens while the contractor is on site. Allow for safe access for the Employers staff when not on site	Provisional Sum	1		
9.0	Site reinstatement and demobilisation	Sum	1		
10.0	<b>Culvert Sediment clearance</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
10.1	Undertake silt sample surveys in accordance with waste regulations and determine waste categorisation	Sum	1		
10.2	Undertake removal of accumulated sediment on specified length of culvert	m <sup>3</sup>	80		
10.3	Transportation and suitable disposal of waste	m <sup>3</sup>	80		
11.0	<b>Manhole Lid Replacement</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
11.1	Survey and design manhole covers at low-flow inlet and outlet	Each	6		
11.2	As per 7.1, design replacement of manhole covers	Each	6		
11.3	As per 7.2, supply and install specified manhole covers including all reinstatement	Each	6		
12.0	<b>Concrete Repairs at Inlet</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
12.1	Assessment of spalled concrete to culvert structure around inlet locations, design repairs	M <sup>2</sup>	20		
12.2	Carry out repairs as per 12.1	M <sup>2</sup>	20		
12.3	Removal and disposal of wooden boards on the inlets of culvert structure	L-M	8		
12.4	Reinstate fixing holes on inlet of culvert structure using appropriate repair mortar	Each	8		

12.5	Remove weeds/loose debris at inlet and outlet trash/ security screens	Sum	1		
<b>13.0</b>	<b>Concrete Repairs at Spillway Viewing Platform</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
13.1	Assessment of spalled concrete to culvert structure around spillway viewing platform, design repairs	M <sup>2</sup>	5		
13.2	Carry out repairs as per 13.1	M <sup>2</sup>	5		
13.3	Removal and disposal of wooden boards on the inlets of culvert structure	L-M	2		
13.3.1	Reinstate fixing holes on inlet of culvert structure using appropriate repair mortar	Each	4		
13.4	Remove weeds/loose debris at spillway security screens	Sum	1		
<b>14.0</b>	<b>Gauge Boards</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
14.1	Supply and install specified gauge board at low-flow inlet structure, including a marine ply backing board and appropriate fixings	Each	1		
14.2	Supply and install specified gauge board at spillway, including a marine ply backing board and appropriate fixings	Each	1		
<b>15.0</b>	<b>Stop Logs</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
15.1	Survey and design any missing stop logs within culvert structure at low-flow inlet weir	Each	3		Not priced (to be captured as a CE once specific details are known)
15.2	Install stop logs within culvert structure at low-flow inlet weir	Each	3		Not priced (to be captured as a CE once specific details are known)
<b>16.0</b>	<b>Tile replacement</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
16.1	Investigate low-flow outlet structure tiles and remove any loose/damaged tiles.	Each	10		
16.2	Supply and install replacement tiles at low-flow outlet structure	Each	10		
<b>17.0</b>	<b>Survey (including confined space work)</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
17.1	Carry out pre-dredge survey and agree volume of sediment with the <i>Client</i>	Each	1		
17.3	Carry out post-dredge survey to measure volume of sediment post	Each	1		

	clearance works and share with the <i>Client</i>					
						<b>Total = £171,719.71</b>

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

When ordering products and constructing the *works*: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.

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

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

## Scope

### **Sutcliffe Park Maintenance- Culvert Clearance and Civils**

#### **Civil works:**

Assessment and repair of spalled concrete to culvert structure around inlet locations

Removal of wooden boards upon culvert structure and reinstatement of fixing holes with mortar - replace holes with appropriate mortar - remove weeds and make weatherproof any concrete

Investigation and any necessary repair/ reseating of stoplogs with culvert by low-flow inlet



Sourcing and replacement of missing/loose tiles upon outlet structure, including removal of any weeds upon the structure

Assessment, design and replacement of 6 no. manholes upon the low-flow inlet and low-flow outlet structures

Sourcing, design and installation of gauge board upon the low-flow inlet and spillway as per the price list

### **Culvert silt/ sediment clearance:**

All works required to restore the capacity of Sutcliffe Park culvert and all necessary design, repair and replacement of penstocks and similar.

Undertake silt sampling.

Undertake removal of arisings.

Provide photographs of the structure to cover all elements following sediment clearance at: regular intervals, changes in direction, all connections, chainage points.

Investigate dislodged stoplog within culvert close to low-flow inlet. If possible, return it to its intended position. If needed, source and replace any missing stoplogs.

Application for a Flood Risk Activity Permit ahead of the works.

### **1.1 Project background**

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

The penstocks control the diversion of flow from the culvert into and back out from a low-flow channel within the main park. The flume structure bottlenecks flow within the culvert during high flow and subsequently fills the reservoir basin. The stop logs allow for isolation of the culvert from upstream flow.

The culvert has accumulated high amounts of silt, which requires removal to reduce local flood risk and assist in visual inspection/ maintenance of the culvert structure and its elements. Previous works in late 2023 have quantified the abundance and distribution of silt within the culvert. Consult the provided report for more information.

Further civil works are required at the site to restore the relevant elements to their intended performance level. These works pertain to the penstocks and manhole covers, the latter needing addressing before any confined space culvert work can be conducted in order to maximise ventilation during sediment removal.

# 1. Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

## 1.2 Description of the works

### 1.2.1 The works are:

- The *Contractor* to arrange any necessary inspection of Sutcliffe Park as needed to assist in their work method formulation.
- The *Contractor* shall develop a safe method of work (RAMS) for the works. The *Contractor* to provide RAMS to the *Client* and allow the *Client* 2 weeks to review. The *Contractor* to then incorporate any agreed changes to the RAMS.
- The *Contractor* to agree and confirm the implementation of any necessary pre-work conditions with the EA e.g. isolation of the watercourse from the culvert area.
- The *Contractor* to conduct the works as per the RAMS.
- The *Contractor* shall ensure pre and post works photographs are taken no more than two days before or after work commences.
- The *Contractor* shall provide a weekly report with photographs of completed work and a plan for the week ahead.
- The *Contractor* shall submit a Report to the *Client* quantifying the extent of material removed from the culvert and providing photographs as agreed.

### Civil works:

- Assessment and repair of spalled concrete to culvert structure around inlet locations
- Removal of wooden board fixings upon culvert structure and reinstatement of fixing holes with an appropriate mortar. Weatherproofing of board mounting area
- Sourcing and replacement of loose/ missing tiles upon inlet penstock structure and clearing of weeds from tiles. Reinstatement of any loose mortar in this area of the outlet structure
- Sourcing and installation of specified gauge board at low-flow inlet and spillway as per price list
- Replacement of manhole covers which provide access to penstocks located atop the low-flow inlet and low-flow outlet structures

### Culvert sediment clearance:

- Undertaking silt sample surveys to determine the hazardous/non-hazardous nature of sediment within the High-low culvert structure
- Undertaking removal of silt/sediment which has accumulated within the specified areas of the Sutcliffe Park Flood Storage Area High-Flow Culvert

- Disposal of all sediment removed with consideration to previously collected sampling results to determine hazardous/ non-hazardous nature of sediment
- Providing a pre and post culvert survey in the form of photographs of the structure, covering all elements following sediment clearance at: regular intervals of 10m, changes in direction, all connections. This is to include long and cross sections to evidence silt volumes at agreed areas of removal.
- Investigation of a dislodged stoplog within culvert close to low-flow inlet. If possible, return it to its intended position. If needed, source and replace any missing stoplogs

1.2.2 The *Contractor* shall maintain the *works* from Completion until the *rectification dates*.

### **1.3 Contractor's design**

#### **1.3.1**

Contractor is to visit site to assess the present penstock covers. Contractor is to undertake measurement of the covers, taking any needed measurements and determining their type to design a suitable replacement for agreement with the Client. The covers must comply with manual handling regulations, British Standards and HA/HB Loading Standards, while not exceeding 25kg each. The Contractor may contact SFH Maintenance Ltd. to discuss the provision of a suitable design if they wish.

### **1.5 Access to the Site**

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

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

### **1.6 Sharing the Site with the Client and Others**

1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract.

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

## **1.7 Management of the Works**

1.7.1 The Client and Contractor administer the contract using the Client's contract management tools. This is currently FastDraft but may be transferred to similar systems from time to time.

1.7.2 The Client and Contractor attend the following meetings:

- Project start meeting
- Weekly progress meetings from the first week of construction to the final week. The Client confirms the date and venue of these meetings. The Client chairs and records these meetings. Contractor to supply a container unit suitable for site meetings seating 6 people in line with SHEWCOP guidance.
- Weekly commercial meetings from the starting date to final week of construction. The Client confirms the date and venue of these meetings. The Client chairs and records these meetings as required.
- Site walkovers as requested by the Client.
- Early Warning meetings as instructed by either Party.

1.7.3 The Contractor shall produce a progress report and submit this with their updated programme a minimum of 2 working days ahead of the monthly progress meeting. This report:

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

## **1.8 Weather Measurements**

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

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

## **1.9 Quality Management**

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

- Inspection and assessment of penstock covers as stated in price list



- Inspection of spalled concrete upon culvert structure as stated in price list
- Photographing of culvert structure following sediment removal as stated in work description
- Photographs showing completion of all elements of works within the description of works
- Site Acceptance Test following completion of on-site works and before handover of the site back to the Client

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

None

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

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

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

1.9.6 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.

1.9.7 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.

1.9.8 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.

1.9.9 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 necessary consents, permits, licenses and/or agreements from third parties for the permanent works.

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

1.10.2 The Contractor shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works, including but not limited to:

## **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 / are not] applicable to the works. [The Contractor acts as Principal Contractor / Contractor under the Regulations.]  
[Consider interface with other contractors.]

1.11.4 The Contractor shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the works and submits these to the Client for acceptance. The Contractor does not commence activities until the relevant RAMS have been accepted by the Client. The Client has the period of reply to respond to the RAMS.

1.11.5 The Contractor undertakes the actions within the Environmental Action Plan (EAP)

#### 1.12 Procurement of subcontractors

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the contractor shall use sustainability, quality and price criteria when selecting subcontractors, evidence of how this was undertaken to be retained and made available to the Client if required.

1.11.2 In accordance with Schedule 7 Clause 2.1.6, the contractor shall ensure that supply chain opportunities are inclusive and accessible to Small and medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.

1.11.3 In accordance with Schedule 7 Clause 2.1.1, the Contractor shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-contractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful subcontractor.

#### 1.13 Materials from Excavation and demolition

N/A

#### 1.14 Completion

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

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

- All sediment removal works must be fully complete and arising material/ equipment used removed from site as agreed.
- All excavation, earthworks, and topsoiling work must be fully complete, and all construction plant, and machinery must be removed from site.
- All site perimeter fencing, temporary works, materials storage and waste must be removed from site.

- All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

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

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
- As-built drawings if there have been any changes to design
- Maintenance schedule for any new penstock elements or parts

#### 1.15 ACCOUNTS AND RECORDS

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

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

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

- [REDACTED]
- [REDACTED]

#### 1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Weekly

1.16.2 Location: Sutcliffe Park, within Contractor supplied unit as per price list and description of works

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

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
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1	1	[REDACTED]
2	1	[REDACTED]
3	1	[REDACTED] [REDACTED]
4	1	[REDACTED]
5	1	[REDACTED]
6	1	[REDACTED]
7	1	[REDACTED]
8	1	[REDACTED]
9	1	[REDACTED] [REDACTED]
10	1	[REDACTED] [REDACTED]
11	1	[REDACTED]
12	1	[REDACTED] [REDACTED]
13	1	[REDACTED]
14	1	[REDACTED] [REDACTED]
15	1	[REDACTED]
16	1	[REDACTED] [REDACTED]
17	1	[REDACTED] [REDACTED]
18	1	[REDACTED] [REDACTED]
19	1	[REDACTED]

### 3. Specifications

List the specifications which apply to the contract.

[illegible]



4.3.8 Compensation will be agreed and paid by the Client (via its appointed land agents) to affected landowners based on the Contractor's programme, proposed access routes and method statements. Compensation claims incurred due to the Contractor's failure to comply with its programme, access routes and/or method statements will be passed on to the Contractor.

4.3.9 Where necessary the Contractor shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The Contractor shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

4.3.10 The Contractor shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the Client.

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

4.3.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the Contractor to access, the Contractor shall immediately contact the Client. The Contractor shall inform the Client of their intention to continue work at this site or submit a request to the Client that they may either postpone work or be permitted to start work at another site. If the Contractor decides to continue at the original site, this will be at his own risk.

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

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

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

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

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

4.3.18 The Contractor shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the Client's Project Manager upon request.

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

4.3.20 The Contractor shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.

4.3.21 *Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on Contractor performance.*

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

#### **4.4 Choice of Equipment**

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

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

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

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

#### **4.5 Permits**

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

5.5.2 *The Contractor shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The Contractor shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The Contractor shall be responsible for all costs associated with permit applications. The Client has, were possible, started the application process which will need to be transferred to the Contractor and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with Client's Project Manager prior to applying for permits.*

#### **4.6 Site Restrictions**

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

#### **4.7 Constraints**

Culvert and penstock works to be undertaken during times of expected low flow- Contractor to register for EA flood warnings prior to confined space entry.

#### **Working times**

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend



working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

## 5. Requirements for the programme

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

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

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

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

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

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

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

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

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

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

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

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

- Within the *period for reply* after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to and, in any case,
- At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*

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

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

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
Site Information- See provided H&S File	
Hazard Map- See provided PCI document	
Fastdraft Access	

## 7. Site Information

The site



Description: Sutcliffe Park Flood Storage Area, Greenwich, London
<b>Existing utilities and services</b> Drawings: See appendix D of provided PCI document
<b>Soils and Ground water</b>
<b>Site investigation</b>
<b>Site location plans</b> Issue details: See provided PCI document.
<b>Health and safety file</b> Provided separately
<b>Access to site</b> Description: Vehicle access through locked gate (key provided and to be returned) on [REDACTED] Alternative Vehicle access through locked gate (key provided and to be returned) on [REDACTED]. Limitations: Public footpaths at each entrance and on approach to work locations within the reservoir site. Access for inspections: As above. Foot access available at all times.
<b>Use of the site</b> General: Reservoir, public park. Limitations: Driving upon reservoir crest- See Appendix E of PCI document
<b>Surrounding land / building uses</b> General: Adjacent and nearby uses are as follows: Residential, recreational.
<b>Health and safety hazards</b> General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present: Open watercourse, shallow. Lake, deep. Slip hazards on steps. Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the <i>works</i> . Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

Proposed sub-contractors
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	Name and address of proposed subcontractor	Nature and extent of work
1.	[REDACTED]  [REDACTED] [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED]	[REDACTED]  [REDACTED] [REDACTED]
■	[REDACTED]  [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED]	[REDACTED]  [REDACTED] [REDACTED]
3.	[REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED]	[REDACTED]

4.	Form of Contract:	
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