Engineering and Construction Short Contract

Contract Data Forms

**June 2017**

**(with amendments January 2023)**

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| **NEC4 Engineering and Construction Short Contract** | |
|  | |
| **A contract between** | **The Environment Agency**  **Horizon House**  **Deanery Road**  **Bristol**  **BS1 5AH** |
|  | |
| **And** | **Whitehouse Construction Co. Ltd**  **Ewart House**  **Blenheim Road**  **Airfield Industrial Estate**  **Ashbourne**  **Derbyshire**  **DE6 1JU** |
|  | |
| **For** | **Brashes Wall Repairs** |
|  | **Contract Forms**   * **Contract Data** * **The *Contractor’s* Offer and *Client’s* Acceptance** * **Price List** * **Scope** * **Site Information** |
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| **Contract Data** | | | |
| The *Client’s* Contract Data | | | |
|  | The *Client* is | | |
| Name | Environment Agency | | |
|  | | | |
| Address for communications | Owston Ferry Depot, South Street, Owston Ferry, DN9 1RR | | |
|  | | | |
| Address for electronic communications | [dale.smith@amcogiffen.co.uk](mailto:dale.smith@amcogiffen.co.uk) (EA Project Manager) | | |
|  | | | |
| The *works* are | Brashes Wall Repairs | | |
|  | | | |
| The *site* is | c/o T. W. Logistics Ltd, The Old Ship Yard, Old Trent Road, Beckingham, Gainsborough, DN21 1NG.  OS Refs : SK 80777 90153 (south end) to SK 80661 90301 (north end) | | |
|  | | | |
| The *starting date* is | To be determined by the *Contractor’s* programme, but no earlier than 18/11/2024 | | |
|  | | | |
| The *completion date* is | 21/03/2025 | | |
|  | | | |
| The *delay damages* are | |  | | --- | | Nil | | | | Per day |
|  | | | |
| The *period* for reply is | 2 | weeks | |
|  | | | |
| The *defects date* is | 52 | | 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) **does** apply | | | |
|  | | | |
| The *Adjudicator* is : | | | |
| In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes. | | | |

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| **Contract Data** | | | | | |
| The *Client’s* Contract Data | | | | | |
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| 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 *Contractor* to the *Client* for loss of or damage to the *Client’s* property is limited to | | The Contract Price | | | |
|  | | | | | |
| The *Client* provides this insurance | | None | | | |
|  | | | | | |
| **Insurance Table** | | | | | |
| **Event** | | | **Cover** | | **Cover provided until** |
| Loss of or damage to the *works* | | | Replacement Cost | | The *Client’s* certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | | | Replacement Cost | | The defects Certificate has been issued |
| The *Contractor’s* 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 *Contractor*) arising from or in connection with the *Contractor’s* 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 *Contractor* 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 *Contractor* 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 *Adjudicator* *nominating body* is | | The Institution of Civil Engineers | | | |
|  | | | | | |
| The *tribunal* is | | litigation in the courts | | | |
|  | | | | | |
| The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions | | | | | |
| Z1.0 | Sub-contracting | | | | |
| Z1.1 | The *Contractor* 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 *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* 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 *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client’s* acceptance of a tender and the *Client’s* 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 *Client* and is not a compensation event. | | | | |
| Z3.0 | Confidentiality & Publicity | | | | |
| Z3.1 | The *Contractor* may publicise the works only with the *Client’s* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services. | | | | |
| Z6.2 | The *Contractor* designs the parts of the works which the Scope states they are to design. | | | | |
| Z6.3 | The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor’s* design is that it does not comply with either the Scope or the applicable law.  The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design. | | | | |
| Z6.4 | The *Contractor* may submit their design for acceptance in parts if the design of each part can be assessed fully. | | | | |
| Z7.0 | Change to Compensation Events | | | | |
| Z7.1 | Delete the text of Clause 60.1(11) and replace by:  The *works* are affected by any one of the following events  • War, civil war, rebellion revolution, insurrection, military or usurped power  • Strikes, riots and civil commotion not confined to the employees of the *Contractor* and sub-contractors  • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel  • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device  • Natural disaster  • Fire and explosion  • Impact by aircraft or other device or thing dropped from them | | | | |
| Z8.0 | Framework Agreement | | | | |
| Z8.1 | The *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*. | | | | |
| Z9.0 | Termination | | | | |
| Z9.1 | Delete the text of Clause 92.3 and replace with:  If the *Contractor* terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments. | | | | |
| Z10.0 | Data Protection | | | | |
| Z10.1 | The requirements of the Data Protection Schedule shall be incorporated into this contract | | | | |
| Z11.0 | Liabilities and Insurance | | | | |
| Z11.1 | Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated. | | | | |
| Z110 | Inflation  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:  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. | | | | |

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| **Contract Data** | | | |
| The *Contractor’s* Contract Data | | | |
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|  | The *Contractor* is | | |
| Name | Whitehouse Construction Co. Ltd | | |
|  | | | |
| Address for communications | Ewart House, Blenheim Road, Airfield Industrial Estate, Ashbourne  Derbyshire, DE6 1JU | | |
|  | | | |
| Address for electronic communications | procurement@whc.ltd | | |
|  | | | |
| The *fee* percentage is | 8 | % | |
|  | | | |
| The *people rates* are | As per framework | | |
|  | | | |
| category of person | unit | rate | |
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| The *published list of Equipment* is | | | As per framework or CECA |
|  | | | |
| The *percentage for adjustment for Equipment* is | | | 8% |
|  | | | |
| **Contract Data** | | | |
| The *Contractor’s* Offer and *Client’s* Acceptance | | | |
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| 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 | £92,424.06 | | |
|  | **Enter the total of the Prices from the Price List.** | | |
| Signed on behalf of the *Contractor* | | | |
|  | | | |
| Name | David Renshaw | | |
|  | | | |
| Position | Commercial Director | | |
|  | | | |
| Signature |  | | |
|  | | | |
| Date | 14/11/2024 | | |
|  | | | |
| The *Client* accepts the *Contractor’s* Offer to Provide the Works | | | |
|  | | | |
| Signed on behalf of the *Client* | | | |
|  | | | |
| Name | Greg Oakes | | |
|  | | | |
| Position | Operations Manager | | |
|  | | | |
| Signature |  | | |
|  | | | |
| Date | 15 November 2024 | | |
|  | | | |

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| Price List | | | | | |
|  | | | | | |
| **Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.**  **If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.**  **If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.** | | | | | |
|  | | | | | |
| **Item Number** | **Description** | **Unit** | **Quantity** | **Rate** | **Price** |
| 1 | Project supervision and management, including third party liaison, scoping visit, start-up meeting and progress meetings | Sum | 1 | £ 9,313.94 | £ 9,313.94 |
| 2 | Apply for and secure all permits, consents, assents etc for the site works where necessary | Sum | 1 | £ 1,080.00 | £ 1,080.00 |
| 3 | Undertake any topographic surveys, GPR surveys and site investigations | Sum | 1 | N/A | N/A |
| 4 | Design, supply, installation and removal of any temporary works as required | Sum | 1 | £ 3,393.12 | £ 3,393.12 |
| 5 | Design of all aspects of the works, including all site visits, surveys, meetings and the *Client’s* acceptance procedure (this item is also to include for the *Client’s* acceptance procedure for all materials proposed by the *Contractor*, and for the Reservoir Engineer’s review and acceptance of all details as part of the *Client’s* acceptance procedure) | Sum | 1 | £ 3,736.80 | £ 3,736.80 |
| 6 | Mobilisation / demobilisation of all plant, equipment and welfare facilities | Sum | 1 | £ 3,291.76 | £ 3,291.76 |
| 7 | Removal of existing asbestos containing repair product at ch 191.6 (chrysotile) – itemised within the full table of required repairs below, in section “Scope : 1 – Description of the Works” | Sum | 1 | £ 14,463.90 | £14,463.90 |
| 8 | Removal and disposal off-site of the material removed from item 7 above (existing asbestos containing repair product at ch 191.6 (chrysotile)) in accordance with current legislation and waste classification criteria | Sum | 1 | Inc in Item 7 | - |
| 9 | Other than those works identified in item 7 above, undertake all works as detailed within the full table of required repairs (see below, in section “Scope : 1 – Description of the Works”) | Sum | 1 | £ 55,394.53 | £55,394.54 |
| 10 | Removal and disposal off-site of all surplus materials and waste, other than those identified in item 8, above | Sum | 1 | Inc in Item 9 | - |
| 11 | Reinstatement of all areas of site to landowner and *Client* satisfaction | Sum | 1 | £1000 | £ 1,000.00 |
| 12 | Complete and supply H&S File, including as-built drawings, materials used, COSHH details etc. | Sum | 1 | £750 | £ 750.00 |
|  | | | | | |
| **The total of the Prices** | | | | £92,424.06 | |

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| 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.  Per Tender Offer T6520/PS/02 dated 14th November 2024 |

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| --- | --- | --- | --- | --- | --- |
| Scope | | | | | |
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| **1. Description of the *works*** | | | | | |
|  | | | | | |
| **For the background information as to the necessity for these works, together with location information, see section “Site Information” below. Further details can also be found within the project PCI document.** | | | | | |
|  | | | | | |
| The generic defects in the concrete flood wall were initially highlighted by the Reservoir Engineer during the statutory S12 reservoir inspection in September 2023, as part of the periodic reservoir inspections. Additional scoping by the *Client* has further defined the defects present. A further joint scoping visit by the *Client* (Environment Agency) and *Contractor* (Whitehouse Construction Co Ltd), on 17/10/2024, highlighted various further wall defects which require rectification. During this joint scoping visit, the landowner also highlighted various areas where flood water excessively leaked through the wall / ground. These areas are also to be investigated and rectified.  The scheme requirement is therefore to remove all defects from the wall so as to bring the wall back up to operational standards and to the satisfaction of the Reservoir Engineer.  **Required Works**   * Repairs are required to the various joints, cracks and defects within the wall. * The wall is to be thoroughly cleaned prior to the commencement of works. Further cracks and defects may be exposed which may require treatment. * All existing rigid cementitious joint infill material and repair material is to be removed. * Various previous repairs have resulted in over-wide joint preparations and over-wide joints. Also, various joint repair areas have suffered from spalling, or concrete removed due to physical impact damage. In many cases, these have been repaired with the incorrect rigid cementitious product that has also been used for the joints. New concrete repairs will be required to the sides of these joints, so that a joint of acceptable width can be obtained. Steel dowels and reinforcement may be required within some of these concrete repairs. * Where some of the existing rigid cementitious joint infill material has been removed or fallen away, voids are present throughout the width of the joint. Where such voids are present, the void throughout the wall thickness is to be infilled with a suitable compressible joint filler material, prior to sealing the joint with polysulphide sealant. * Flexible polysulphide sealant is to be used to form the correct flexible joints within the wall. * The landowner has identified various areas where water emanates through the ground adjacent to the landward side of the wall during flood conditions, indicating that wall defects exist below ground level. These areas are to be excavated on the river side of the wall, sources of leakage investigated, identified and rectified, with the ground reinstated with concrete infill to match existing ground levels. * The *Contractor* is to undertake the detailed design for the whole of the works, and also propose all repair material products. All details are to be reviewed and accepted by the *Client* via the review procedure. * All work areas and access routes are to be reinstated to *Client* / landowner satisfaction. * All waste to be removed from site to licenced waste facility. * Preparation and submission of the H & S File. * Detailed scoping of the wall by the *Client* has identified the defects as listed in the table below (in normal typeface). The defects are listed, based on a chainage system, together with the anticipated rectification method required. The joint scoping visit by the *Client* (Environment Agency) and *Contractor* (Whitehouse Construction Co Ltd), on 17/10/2024, highlighted various additional wall defects which require rectification. These agreed ‘additional’ defect locations, together with defect type and anticipated rectification method required are shown in **bold** typeface.   The table below constitutes the agreed full schedule of works, and it is this schedule of works that is to be used for project pricing purposes.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Ch | Width of Wall | Height of Wall (Inside) | Height of Wall (Outside) | Comments | Concrete Repair Required | | - | - | - | - | **Potentially additional asbestos testing to joints** | - | | - | - | - | - | Scrape and / or jet wash the full length of the wall to remove moss etc. Further cracks may be identified. | - | | - | - | - | - | Within the haulage yard, remove accumulated dirt / debris etc from along both sides of the wall to reveal hard ground level. All repairs are required down to hard ground level. | - | | 0.0 | 310 | - | - | Start of wall – south end. | - | | 1.9 | - | - | - | Change in wall direction. | - | | 10.6 | 295 | 180 | 260**+150** | MJ. Sealant debonded. Remove sealant and reseal with polysulphide sealant **(including 150mm below EGL on river side of wall)** | - | | 18.5 | 315 | 360 | 610**+150** | MJ. Sealant debonded. Remove sealant and reseal with polysulphide sealant **(including 150mm below EGL on river side of wall). Large void also exists in the movement joint.** | - | | 28.9 | **500** | **500** | 510**+150** | MJ. Sealant debonded. Remove sealant and reseal with polysulphide sealant **(including 150mm below EGL on river side of wall)** | - | | 36.1 | - | - | - | Change in wall direction. Wall width increases. | - | | 36.5 | 500 | 560 | 580 | MJ. Sealant debonded. Remove sealant and reseal with polysulphide sealant. Concrete repair required on inside, at base of wall. | Y | | 38.9 | 500 | 620 | 640 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. | - | | 39.9 | 510 | 630 | 640 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. | - | | 44.0 | - | - | - | Change in wall direction. | - | | 44.0 | 500 | 710 | 710 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. | Y | | 46.6 | 500 | 730 | 760 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. Concrete repair may be needed as existing joint is very wide. | Y | | **47.4** | **500** | **730** | **760** | **Steelwork exposed. Concrete repair required.** | **Y** | | 51.8 | 500 | 740 | 760 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. Large concrete repair required to inside face as existing joint is very wide. | Y | | 54.6 | 485 | 740 | 750 | Crack with inappropriate repair using rigid cementitious product. Remove, grind out joint and seal with polysulphide sealant. | - | | 58.2 | 480 | 760 | 790 | Staggered joint, filled with rigid cementitious product to inside face and top. Crack to outside face. Remove rigid cementitious product, grind out joint / crack to form joint and seal with polysulphide sealant. | Y | | **58.9** | **480** | **760** | **790** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **62.3** | **490** | **740** | **790** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **64.0** | **500** | **730** | **780** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **65.0** | **500** | **720** | **780** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **66.5** | **500** | **700** | **780** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | 68.8 | 500 | 680 | 780 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. Concrete repair required to inside face as existing joint is very wide. Joint needs compressible void filler as void exists through width of wall. | Y | | **70.1** | **500** | **680** | **750** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **70.9** | **500** | **680** | **750** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **72.1** | **495** | **630** | **700** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | 73.4 | 495 | 630 | 690 | Crack with inappropriate repair using rigid cementitious product. Remove, grind out joint and seal with polysulphide sealant. | - | | 75.0 | 500 | 640 | 720 | Crack with inappropriate repair using rigid cementitious product. Remove, grind out joint and seal with polysulphide sealant. Concrete repair required to top, outside corner. | Y | | 76.2 | 500 | 670 | 720 | Crack with inappropriate repair using rigid cementitious product. Remove, grind out joint and seal with polysulphide sealant. Concrete repair required to lower, inside face. | Y | | **77.4** | **500** | **670** | **720** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **78.1** | **500** | **650** | **740** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | 79.9 | 500 | 650 | 740 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. Concrete repair required to top of inner face. | Y | | **83.6** | **500** | **670** | **740** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **85.1** | **500** | **680** | **730** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **86.9** | **500** | **690** | **720** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **88.1** | **500** | **700** | **710** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | 90.8 | 500 | 710 | 700 | South end of concrete infill section. No existing MJ present. Grind out new MJ and seal with polysulphide sealant. Concrete repair required to lower, inside face. | Y | | 97.3 | 490 | 660 | 690 | North end of concrete infill section. No existing MJ present. Grind out new MJ and seal with polysulphide sealant. Concrete repair required to lower, inside face. | Y | | 102.8 | 500 | 730 | 660 | Construction joint / crack within existing wall. Misaligned walls either side of crack. No existing MJ. Concrete repairs required either side of crack. Grind out new MJ and seal with polysulphide sealant. Joint needs compressible void filler as void exists through width of wall. | Y | | **Ch ?** |  |  |  | **Water path below wall. Dig down 1m x 1m x 0.6m deep, investigate, resolve the leakage issue and then concrete backfill.** | **-** | | 107.9 | 500 | 760 | 680 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. Concrete repairs required to both inside and outside faces as existing joint is very wide. Joint needs compressible void filler as void exists through width of wall. | Y | | 112.1 | 495 | 760 | 670 | Crack to inside face with inappropriate repair using rigid cementitious product. Remove, grind out joint and seal with polysulphide sealant. If crack is also present to top and outside face, grind out joint and seal with polysulphide sealant. **Treat crack on all three sides of the wall.** | - | | 113.3 | 495 | 770 | 660 | Crack to inside face with inappropriate repair using rigid cementitious product. Remove, grind out joint and seal with polysulphide sealant. If crack is also present to top and outside face, grind out joint and seal with polysulphide sealant. **Treat crack on all three sides of the wall.** | - | | 116.0 | 495 | 770 | 700 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. Various concrete repairs required to form the joint. | Y | | 119.3 | 500 | 770 | 710 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. Concrete repair required to top, inner face. | Y | | 123.3 | 500 | 780 | 720 | Crack to inside face with inappropriate repair using rigid cementitious product. Remove, grind out joint and seal with polysulphide sealant. If crack is also present to top and outside face, grind out joint and seal with polysulphide sealant. **Treat crack on all three sides of the wall.** | - | | 124.2 | 495 | 780 | 750 | Crack with inappropriate repair using rigid cementitious product. Remove, grind out joint and seal with polysulphide sealant. | - | | **126.3** | **500** | **780** | **750** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | 126.8 | - | - | - | Change in wall direction. Wall width increases. **Water path below wall. Dig down 1m x 1m x 0.6m deep, investigate, resolve the leakage issue and then concrete backfill.** | - | | **127.9** | **510** | **800** | **800** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **129.0** | **520** | **820** | **850** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | 130.7 | 520 | 840 | 880 | South end of concrete infill section. Staggered joint. No existing MJ present. Grind out new MJ and seal with polysulphide sealant. Various concrete repairs required to form joint of correct width. **Water path below wall. Dig down 1m x 1m x 0.6m deep, investigate, resolve the leakage issue and then concrete backfill.** | Y | | 137.0 | 510 | 850 | 900 | North end of concrete infill section. Sloping joint. Misaligned wall to outside face. No existing MJ present. Grind out new MJ and seal with polysulphide sealant. | - | | **138.3** | **510** | **850** | **900** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **140.9** | **510** | **850** | **900** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **143.6** | **510** | **850** | **900** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | 147.5 | 500 | 860 | 900 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. Various concrete repairs required to form joint of correct width (especially inside face and top outside face). | Y | | **150.7** | **500** | **860** | **900** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **152.4** | **500** | **870** | **910** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **153.1** | **500** | **870** | **910** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **154.2** | **500** | **880** | **910** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **155.6** | **500** | **890** | **920** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | 156.2 | 500 | 900 | 920 | Joint / crack filled with rigid cementitious product. Remove, grind out to form joint and seal with polysulphide sealant. | - | | 159.0 | 500 | 900 | 920 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. Concrete repairs required to form joint of correct width (especially inside face and top outside face). | Y | | **161.7** | **500** | **905** | **925** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | 163.2 | 500 | 910 | 930 | Crack to inside and outside faces, with inappropriate repair using rigid cementitious product. Remove, grind out joint and seal with polysulphide sealant. If crack is also present to top of wall, grind out joint and seal with polysulphide sealant. **Treat crack on all three sides of the wall.** | - | | 166.4 | 500 | 910 | 950 | **Hairline crack to be cut and sealed with polysulphide sealant.** | - | | 167.5 | 500 | 920 | 960 | **Hairline crack to be cut and sealed with polysulphide sealant.** | - | | 169.0 | 495 | 930 | 970 | South end of concrete infill section. Sloping joint / crack with inappropriate repair using rigid cementitious product. No existing MJ present. Remove rigid cementitious product, grind out new MJ and seal with polysulphide sealant. Concrete repairs may be required in order to form joint of correct width. **Secondary joint at same location to rectify.** | Y | | 175.5 | 500 | 940 | 960 | North end of concrete infill section. Staggered joint / crack with inappropriate repair using rigid cementitious product. Not all existing cracks treated. No existing MJ present. Remove rigid cementitious product, grind out new MJ and seal with polysulphide sealant. Concrete repairs required, especially to top outside corner, in order to form joint of correct width | Y | | **175.5** |  |  |  | **Remove redundant cable tray on river side of wall, ch 175.5 to ch 186.3** | **-** | | **177.1** | **500** | **920** | **960** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **180.3** | **500** | **910** | **960** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **181.7** | **500** | **900** | **960** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | **183.4** | **500** | **890** | **960** | **Hairline crack to be cut and sealed with polysulphide sealant.** | **-** | | 185.6 | 495 | 870 | 960 | Joint filled with rigid cementitious product. Remove, form joint and seal with polysulphide sealant. Concrete repair required to top inside corner). | Y | | 186.3 | - | - | - | Change in wall direction. | - | | 190.1 | 510 | 880 | 800 | Construction joint / crack in wall. No existing MJ present. Grind out joint and seal with polysulphide sealant. Concrete repair required to top inside corner. | Y | | 191.6 | 510 / 305 | 940 | 530 | Change in wall thickness. Large crack to inside face and top of wall. Large section of concrete missing to top outer corner of thinner wall. Existing repairs using rigid cementitious product to top of inner face / top of wall, and to lower outer section of thicker wall, consists of **asbestos containing material (chrysotile)**. Carefully remove existing rigid cementitious product (specialist contractor may be required), grind out joint and seal with polysulphide sealant. Concrete repairs required to various sections of the wall in order to form joint of required dimensions. **Water path below wall. Remove spoil from river side of wall down to EGL (approx. 0.5m3). Dig down 1m x 1m x 0.6m deep, investigate, resolve the leakage issue and then concrete backfill.** | Y | | 196.0 | 305 / 260 / 300 | 1010 | 960 | Change in wall direction. | - | | 202.0 | 300 | 0 | 0 | End of wall – north end. | - | | | | | | |
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| **2. Drawings** | | | | | |
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| **Drawing Number** | **Revision** | **Title** | | | |
| **No drawings provided by the *Client*** | **N/A** | **N/A** | | | |
| **No existing as-built drawings are available** | **N/A** | **N/A** | | | |
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| **3. Specifications** | | | | | |
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| **Title** | | | **Date or Revision** | | **Tick if publicly available** |
| Civil Engineering Specification for the Water Industry | | | 7th Edition | | Yes |
| Minimum Technical Requirements – Standard | | | V 13 – June 2024 | | No |
| Minimum Technical Requirements – Environment and Sustainability | | | V 13 – June 2024 | | No |
| Lot 1 Specification Supplementary Clauses - General | | | V1 | | No |
| AOMR Technical Specifications – LOT 1 | | | - | | No |
| Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) | | | V 6 | | No |
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| **4. Constraints on how the *Contractor* Provides the Works** | | | | | |
| The *Contractor* is to undertake the detailed design for the whole of the works, and also propose all repair material products. All details are to be reviewed and accepted by the *Client* via the review procedure. As the wall forms part of the boundary to Beckingham Reservoir, all proposals will also have to be approved by the Reservoir Engineer. The Reservoir Engineer will also need to undertake a final inspection of the wall, to sign-off the works upon completion. | | | | | |
| The River Trent is adjacent to, and alongside, the whole length of the work area. | | | | | |
| At the southern end of the worksite, beyond the boundary of the haulage yard, a grassed foreshore is present between the flood wall and the river. Within the haulage yard, a wharf is present between the flood wall and the river. | | | | | |
| The wharf is abandoned. The structural integrity of the wharf is unknown. | | | | | |
| The wharf does not contain an existing edge restraint. | | | | | |
| In-channel works and riverbank works are not required. It must be ensured that none of the works affect the watercourse, the riverbanks, or the wharf. | | | | | |
| The River Trent is tidal at this location. The watercourse is usually slow moving, however it is liable to higher water levels and faster moving water in times of flood or following periods of prolonged heavy rainfall. | | | | | |
| During extremely high flood events, water enters Beckingham Reservoir from the River Trent. Whilst river levels are known to be high at this location during flood events, flood water rarely overtops the flood wall within the worksite. | | | | | |
| Old Trent Road is a narrow country road, with minimal passing places. There are no known weight, height or width restrictions on Old Trent Road. | | | | | |
| The haulage yard, and the land on which the flood wall is situated within the haulage yard, is owned by T. W. Logistics Ltd. The land on which the wall is situated beyond the southern boundary of the haulage yard is owned by Beckingham-Cum-Saundby Parish Council. Advance permissions from the landowners would be required in order to access the land and undertake the works. A Notice of Intended Entry (NOIE) will be required for each landowner. These will be facilitated by the *Client*, with a copy issued to the *Contractor*. Works can not commence until these NOIE have been served. | | | | | |
| Within the worksite, working area and storage space / compound area is limited. The location of a suitable site compound area has been agreed with the landowner (see Appendix D of the PCI document). | | | | | |
| There is a Public Right of Way (PROW - footpath) along the left bank of the River Trent. To the north and south of the haulage yard, this PROW is located on the crest of the flood bund. Within the haulage yard, the PROW is located on the haulage yard side of the concrete flood wall. A temporary closure or localised temporary diversion of this PROW may be required throughout the works period. Should the C*ontractor* deem that a temporary closure or localised temporary diversion of this PROW is necessary in order to safely undertake the *works*, whilst maintaining the safety of the general public, then it is for the C*ontractor* to liaise with the relevant local authority in order to obtain agreement for, and facilitate, such closure and diversion. | | | | | |
| The concrete flood wall is a main flood defence, and forms part of the boundary of Beckingham Reservoir. A FRAP (Flood Risk Activity Permit / Flood Defence Permit) will therefore be required to undertake the works. PSO have confirmed that an “Exemption” FRAP (FRA8 – Maintaining a Raised River Defence or Sea Defence) is applicable. The *Contractor* is to apply for, and receive this Permit. The *Contractor* is to be in receipt of this permit prior to any works commencing on site. | | | | | |
| No existing as-built records exist for the concrete flood wall. | | | | | |
| Sampling and testing has identified that the existing repair material located at Ch 191.6 contains **asbestos containing material (chrysotile)**. This material is to be removed and disposed of in accordance with current legislation. As this joint at ch 191.6 leaks the most during raised river levels, the landowner, T. W. Logistics Ltd, has deposited fill material on the river side of the wall at this location, in order to reduce the leakage. This fill material will require removing down to prevailing ground level prior to works being undertaken at this location. | | | | | |
| All reasonable measures are to be adopted to prevent materials from entering the River Trent. All reasonable measures are to be adopted to prevent nuisance from noise, vibration or dust. | | | | | |
| Segregation methods would be required to ensure that the works do not interface with the normal operations of the haulage yard, or the safe passage of pedestrians using the PROW through the haulage yard. | | | | | |
| Prior to works commencing within the yard of T. W. Logistics Ltd, a representative of T. W. Logistics Ltd is to brief all *contractor* personnel on local site arrangements, including established evacuation procedures and fire procedures. | | | | | |
| The *contractor* is to sign-in in the reception area of T. W. Logistics Ltd at the start of every shift, and sign-out at the same location at the end of every shift. This is to ensure that T. W. Logistics Ltd have knowledge of all personnel within their premises. | | | | | |
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| **Working times**  The *Contractor* will be permitted to work between 8.00am and 5.00pm on weekdays (Monday to Friday). These working hours are dictated by the normal opening hours of the haulage yard (T. W. Logistics Ltd). | | | | | |
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| **5. Requirements for the programme** | | | | | |
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| The *Contractor* submits his programme with the *Contractor’s* Offer for acceptance. The *Contractor* shows on each programme which they submit for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:  (a) Period required for mobilisation / planning & post contract award  (b) starting date  (c) Each of the activities listed within the Price List  (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor’s* risks.  (e) Completion date | | | | | |
| **6. Services and other things provided by the *Client*** | | | | | |
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| **Item** | | | | **Date by which it will be provided** | |
| No items are to be provided by the *Client.* | | | | N/A | |
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| Site Information | | | | | |
| Old Trent Road is a no-through-road located to the east of Beckingham, and leads to the River Trent. An Industrial Estate is located at the eastern end of Old Trent Road (DN21 1NG), adjacent to the River Trent. This industrial estate contains 2no industrial units, Marley Roofing Products and T. W. Logistics Ltd. | | | | | |
| This industrial estate is located within Beckingham Reservoir, which is a flood storage reservoir for the River Trent. Earthworks flood defence bunds are located on the south, west and northern sides of the industrial estate. Earthworks flood defence bunds are also located along the western side of the River Trent. However, within the premises of T. W. Logistics Ltd, adjacent to the River Trent, part of this earthworks flood defence bund is replaced by a reinforced concrete wall. This concrete wall is associated with a wharf which is located alongside the river. This concrete wall previously contained gaps, which allowed vehicle access between the haulage yard and the wharf, to enable the loading and unloading of ships. The wharf is now abandoned, and all gaps within the wall have now been infilled with reinforced concrete infills. | | | | | |
| The earthworks flood defence bund and the concrete wall alongside the River Trent, are main flood defences, and maintained by the Environment Agency. These main flood defences are also part of the perimeter containment to Beckingham Reservoir. | | | | | |
| The worksite is located along the full length of this reinforced concrete flood wall (between SK 80777 90153 at the southern end and SK 80661 90301 at the northern end, a wall length of approx. 202m). The majority of the wall is located within the haulage yard, but with a small length located outside the haulage yard to the south. The existing flood wall within the haulage yard, and subsequent vehicle access gap infills, were not constructed with proper movement joints. Over time, due to thermal movements and deteriorating construction joints, cracks have appeared throughout the wall which could lead to further deterioration of the wall and which allow leakage during flood events within the River Trent. | | | | | |
| During previous years, the wall owner (currently T. W. Logistics Ltd) has attempted to repair such cracks. However, the cutting out of cracks to form joints has been undertaken incorrectly, and the infilling of such crack preparations has been undertaken with a rigid cementitious product, not a flexible sealant. Cracks have begun to form adjacent to these incorrect repairs, as the rigid cementitious product does not allow for thermal movements. Sampling and testing of the existing cementitious product within the various joint repairs has been undertaken, with a view to determine whether asbestos is contained within the repair product. All samples have proved negative, EXCEPT for 1no joint near the north end of the wall – ch 191.6 (see table of repairs, above, in section “Scope : 1 – Description of the Works”). As this joint at ch 191.6 leaks the most during raised river levels, the landowner, T. W. Logistics Ltd, has piled fill material on the river side of the wall at this location, in order to reduce the leakage. | | | | | |
| The small section of wall to the south of the haulage yard does contain flexible sealant within movement joints, but this sealant is life expired and beginning to debond. | | | | | |
| The 2024 / 25 Prioritisation Schedule stated the following: - “Part of reservoir. Leakage through cracks lowers effective spillway level of reservoir”, and “Cracking in wall joints. Local landowners have attempted to repair previous issues but used incorrect techniques”. | | | | | |
| Land Registry information indicates that the haulage yard, and the land on which the flood wall is situated within the haulage yard, is owned by T. W. Logistics Ltd, The Old Ship Yard, Old Trent Road, Beckingham, Gainsborough, DN21 1NG. The land on which the wall is situated beyond the southern boundary of the haulage yard is owned by Beckingham-Cum-Saundby Parish Council. | | | | | |
| There is only one access route to the worksite, and that is via Old Trent Road from Beckingham. At the eastern end of Old Trent Road, access in to the haulage yard of T. W. Logistics Ltd is via a gated access. Works can only be undertaken within this yard during the opening hours of the haulage company. Vehicle access to the length of wall at the south end, outside of the haulage yard, can be gained from the end of Old Trent Road. Vehicle access can be gained as far as a barrier, from where the last few yards would have to be undertaken on foot. | | | | | |
| There is a Public Right of Way (PROW - footpath) along the left bank of the River Trent. To the north and south of the haulage yard, this PROW is located on the crest of the flood bund. Within the haulage yard, the PROW is located on the haulage yard side of the concrete flood wall. | | | | | |
| Magic Maps has identified that there are no areas of environmental denomination associated with the access route or the worksite. | | | | | |
| FBG screening and FBG site visit has been undertaken, with no concerns raised. | | | | | |
| NEAS screening has been undertaken, with the following comments: -   * Due to the historic use of the wharf, all waste is to be carefully managed. * The River Trent / West Stockwith Local Wildlife Site is located to the immediate north of the worksite. * Water vole and Japanese Knotweed are potentially in nearby areas. * Identified the need for the relevant consents, permissions and licences. | | | | | |
| Service searches have identified that there are no services of interest which would affect the works or the access to the works. An underground water main (Anglian Water) and underground BT cables are present within the northern verge of Old Trent Road, but these would be unaffected. The haulage yard regularly accommodates articulated wagons, so all *contractor*s’ vehicles and plant would not pose an issue with respect to services. | | | | | |

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| Proposed sub-contractors | | |
|  | Name and address of proposed subcontractor | Nature and extent of work |
|  | Form of Contract: |  |
|  | Form of Contract: |  |
|  | Form of Contract: |  |
|  | Form of Contract: |  |