

NEC4 Engineering and Construction Short Contract

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

A contract between	The Environment Agency Horizon House Deandery Road Bristol BS1 5AH
And	Breheny Civil Engineering Ltd Flordon Road Creeting St Mary Ipswich IP6 8NH
For	The Grange Outfall
	Contract Forms <ul style="list-style-type: none">- 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	[REDACTED]	
Address for communications	[REDACTED] [REDACTED]	
Address for electronic communications	[REDACTED]	
	The <i>Contract Administrator</i> is	
Name	[REDACTED]	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	<p>The scour of the bank supporting the landside intake wingwall has worsened, heightening the risk of the intake headwall collapsing and requiring extensive repair works. We need to repair the condition and stability of the bank before this risk materialises.</p> <p>The temporary solution is to include a line of piles, tying into the toe of the wing walls, then back filling to stabilise the embankment. It is intended that this solution will last at least 3 winters before a project can be delivered to permanently repair the issue.</p>	
The <i>site</i> is	[REDACTED] [REDACTED] [REDACTED]	
The <i>starting date</i> is	30/07/2024	
The <i>completion date</i> is	30/11/2024	
The <i>delay damages</i> are	[£ 0]	Per day
The <i>period</i> for reply is	2	weeks
The period between completion of the <i>works</i> and the <i>defects date</i> is	52 weeks	

The <i>defects correction period</i> is	4	Weeks, except that
The <i>defects correction period</i> for	[Incident work is]	[to be undertaken within ...]
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	Nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is:		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	1.2x the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	The <i>defects date</i> plus 2 years
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The <i>defects date</i> plus 2 years
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	Litigation in the courts	

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Z1	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed <i>subcontractor</i> 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 <i>subcontractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to <i>subcontractors</i> and <i>Delivery Partners</i> will be no more than 30 days from receipt of correct invoice.
Z2	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 <i>works</i> 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	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4	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	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	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 <i>works</i> 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	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and <i>subcontractors</i> • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8	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	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	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11	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	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.

Z13	Contract Administrator
Z13.1	<p>Under Clause 14.5, the <i>Client</i> delegates their actions defined in the contract to the <i>Contract Administrator</i> except for:</p> <ul style="list-style-type: none"> • <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works • Clause 16 Access to the <i>site</i> and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination <p>The <i>Client</i> may replace the <i>Contract Administrator</i> after they have notified the <i>Contractor</i> of the name of the replacement.</p>
Z14	Inflation
Z14.1	<p>At the Contract Date the total of the Prices includes sums to cover inflation until Completion.</p> <p>On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.</p>

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	[REDACTED] .	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED] [REDACTED]	
The <i>fee</i> percentage is	8	%
The <i>people rates</i> are	As per the AOMR Framework Workbook	
category of person	unit	rate
The <i>published list of Equipment</i> is		AOMR Framework Workbook
The <i>percentage for adjustment for Equipment</i> is		8%

Sub-contractors

The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

	Name and address of proposed subcontractor	Nature and extent of work
1.	John Mabin T/A Marine Construction & Lifting Consultants Form of Contract:	Design of Wingwall
2.	Frank Halls & Sons Ltd Form of Contract:	Fabrication, Supply & installation of Steel Capping Beam and handrailing.
3.	 Form of Contract:	
4.	 Form of Contract:	

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

£113,953.65

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

16 July 2024

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

08 August 2024

Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook.

Ref	Description	Sub total
1	Health & safety activities to comply with Legislation and EA Policies. Preparation of a detailed Construction Phased Plan (CPP), Environmental Action Plan (EAP), Risk Assessment and Method Statements (RAMS) in accordance with the SHEW (Safety, Health, Environment and Wellbeing) CoP (Code of Practice) and reviews.	£2,178.83
2	Preliminaries and site supervision including for site set up/welfare Transport On/off Charges, Site safety equipment and Setting- out.	£21,780.25
3	Site access condition photographic and video surveys	£400.37
4	Environmental Licence (Flood Risk Activity Permit FRAP) Final Submission to approval	£1,792.37
5	Mobilisation and establishment of works areas and full reinstatement and removal on completion.	£5,123.02
6	Design, of all temporary works	£1,392.00
7	Design, of all permanent works to include for GI.	£7,163.00
8	Site Clearance.	Inc
9	Installation of all temporary works required (crane pad/dewatering/damming etc) <ul style="list-style-type: none"> • 80t Inert type 1 material (crane pad) • Geotextile (crane pad) • 20nr tonne bags (dam) • Polythene roll (dam) • Singular sand bags (100nr) 	£8,458.72
10	Installation of new sheet piled wall and associated bank works <ul style="list-style-type: none"> • 10m Long PU18 sheet plies (24nr) • 1 nr 10m long omega pile to suit • 80t of stone to fill scour hole behind pile wall 	£49,313.69
11	Brickwork repairs to existing pier and replacement ladder installation	£1,885.00
12	Installation of steel capping beam and hand rail to match existing and installation of new gate for ladder access.	£8,352.00

13	Installation of scour protection. <ul style="list-style-type: none"> 20t Rip rap stone (300mm average size). 	£3,691.58
14	Waste removal and disposal <ul style="list-style-type: none"> 5 loads of inert muckaway. 	£980.00
15	Preparation of As-built drawings and provision of Health and Safety File.	£1,442.81
The total of the Prices		£113,953.65

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

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

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.

Scope

1. Description of the *works*

1.1 Project background

1.1.1 The scour of the bank supporting the landside intake wingwall has worsened, heightening the risk of the intake headwall collapsing and requiring extensive repair works. We need to repair the condition and stability of the bank before this risk materialises.

The deterioration was first identified in April 2023 and upon further inspections, it is evident that the scour of the bank is getting increasingly worse. It is likely that the washout will creep behind the remaining brickwork which supports the landside structure, resulting in collapse.

1.1.2 The objective is the completion of The Grange Outfall repair works which aims to restore the flood risk asset back to the required standard and condition as prescribed by the scope documents approved by the *Client's* team. Work must (wherever possible) be delivered by the deadline of **30 November 2024** without damaging properties and the environment, and it must comply with all the necessary legal requirements.

1.1.3 The outcome will be the prevention of further deterioration, and the restoration of the damaged bank to a stable condition to prevent serious damage to the intake and consequent high economic impact. The *works* are to be constructed to prevent avoidable erosion and risk to life and property if the asset were to fail.

The asset falls within an environmentally sensitive location; therefore, all work must be planned to avoid harm to the designated features. The *Contractor* shall deliver the works in accordance with the constraints outlined in the Environmental Action Plan (EAP), which will be issued with the Pre-Construction Information (PCI) prior to construction. Screening Reports supplied by NEAS and FBG both inform the EAP.

The *Contractor* shall produce any drawings and associated documents required to undertake the *works*. These must be reviewed by the Environment Agency prior to commencement on site.

The *Contractor* shall commence *works* on site once the approvals for design and consents have been obtained. Construction must be completed by the **end of November 2024**.

The *Contractor* shall safeguard the site, the *works*, products, materials, and any existing structures affected by the *works* from damage and theft. The *Contractor* shall identify any defects to the access route, along the folding of the adjacent embankment, resulting from the *works*.

1.2 Description of the *works*

1.2.1 The *works* are to include a line of piles, tying into the toe of the wing walls, then back filling to stabilise the embankment. It is intended that this solution will last at least 3 winters before a project can be delivered to permanently repair the issue.

Spare piles, mostly 'Z' sections, are available at Chelmsford Yard and are intended to be used for the delivery of the *works*. If metal sheet piles cannot be used, plastic piles could be used as a replacement for the temporary solution.

The collapsed wingwall pieces, which have fallen into the river, shall be removed as part of the *works*.

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

1.2.3 The *Contractor* specifies, procures, manages and undertakes site and ground investigations to inform the detailed design of the *works* and to manage their risk of unforeseen ground conditions during construction. The results of any ground investigations are to be shared with the *Client*.

1.3 Contractor's design

1.3.1 It is the *Contractor's* responsibility to carry out any design work.

The *Contractor* must ensure that their design is supported by specification requirements, drawings and other relevant supporting documentation, for example buildability statements, risk assessments and method statements.

The *Contractor* shall allow the *Client* at least 2 weeks to agree any designs prior to implementation to provide all the interested parties time to comment on the design.

The *Project Manager* shall accept the designs only once the Principal Designer provides approval.

The *Client* shall appoint a Principal Designer to coordinate design works. The *Contractor* shall comply with its obligations under the Construction (Design and Management) Regulations (2015) to cooperate with the Principal Designer.

The *Contractor* shall coordinate design within their organisation and shall provide appropriate quality assurance.

1.4 Accommodation

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

The *Contractor* is not permitted to locate or use any form of overnight accommodation on site.

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.

The *Contractor* shall have full use of and access to the works area, the extent of which is to be agreed with the *Client's* Project Manager. The *Contractor* shall liaise directly with any landowner following the initial contract that must be made by the *Client's* Estates team. The *Contractor* must ensure that the condition of any access roads, tracks, buildings etc are clearly recorded and photographed prior to gaining access to private land. Any concerning items are to be recorded and shared with the *Client*. The *Contractor* shall install mitigation measures to prevent any damaged or increased impacts to any landowner and their land or buildings.

The *Contractor* shall inform the *Project Manager* of the proposed *works* a minimum two weeks before any site *works* are undertaken, including any ground investigations, and shall comply with the Access to the Site conditions.

The *Contractor* must not gain access to private land, without the owner's permission or until the Notice of Entry has been served on the landowners by the Environment Agency.

The *Contractor* shall work with the Environment Agency's Estates team to agree a compound area for The Grange Outfall.

The *Contractor* shall only use the Site for the purposes in connection with the *works*. The *Contractor* shall not have access to the Site after 30/11/24, unless agreed with the *Client*.

The *Contractor* is to determine vehicular access to the site in agreement with the *Project Manager*.

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.

The *Client* intends to hand over the Site area to the *Contractor* for the duration of the *works*.

In the event of a requirement to share the Site, control of the Site will be agreed and defined in the Construction Phase Plan.

The *Contractor* shall cooperate with Others including landowners in accordance with the *Contractor's* site safety procedures prior to commencing any work on their land.

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

The *Contractor* shall liaise with the *Client* in a timely way, to facilitate the provision of any information required for things to be provided by the *Client*.

The *Client* and Others may require access to the Site during the *works*, relating to flood risk and river navigation activities. The *Contractor* shall work with Others to facilitate these activities, if required.

The *Contractor* shall cooperate with Others including landowners and tenants for the co-ordination of the *works*. Formal liaison will be undertaken by the *Client*. The *Client* will provide the *Contractor* with access to the Site. The *Contractor* is to liaise with the *Client*, *Project Manager* and Others for the co-ordination of *works* and access.

The *Client* is not currently aware of any work required by Others to facilitate the *works*. The *Contractor* shall liaise with the *Project Manager* to facilitate any requirements of Others, which become apparent during the contract.

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
- Monthly progress meetings from the *starting date* to 30/11/24. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.
- Monthly commercial meetings from the *starting date* to 30/11/24. 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.

~~1.7.4 [Consider if any deliverables are expected that would require submitting and in alignment to the Employer's Information Requirements (EIR)]~~

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: Shoeburyness, Landwick (51.554, 0.829). This is the nearest calibrated Met Office Weather Station to the site.

1.8.2 The weather measurements are to be supplied by: The Met Office

1.9 Quality Management

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

- ~~• [INSERT project specific requirements for inspections, e.g. topsoil samples, plant material, mulch, photographic evidence of particular operations etc.]~~

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

- ~~• [INSERT project specific requirements for joint tests and inspections, e.g. setting out, tree protection, fencing, topsoil, plant material etc.]~~

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 *works*. The following agreements are in place:

- Natural England Assent (covers the period 1 September 2024 to 31 March 2025)

- Traffic Management (no footpath closures necessary)

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

- Flood Risk Activity Permits (FRAPs)

1.11 Health, Safety & Environment

1.11.1 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.

1.11.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.

1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* acts as *Principal Contractor / Contractor* under the Regulations.

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 Title

Marking

1.13.1 Stored plant shall be titled (vested) in the name of the 'The Environment Agency' and Title Certificates provided for all the plant stored. The format and wording of the Title Certificate shall require approval by the *Project Manager* prior to vesting taking place. The titling (vesting) shall include for insurance of the plant against loss and damage.

The store shall be secure, dry and undercover with all the plant protected from the elements. The *Contractor* is responsible for locating the store. Any electrical plant to be stored requires frost protection heating to minimise the ingress of condensation.

Titled equipment shall be placed in a sectioned off part of the store with each item having securely attached to it a sign which reads "property of The Environment Agency". A copy of the Title Certificate shall also be attached to the sign.

Materials from Excavation and demolition

1.13.2 If required, Clause 73.2 All Plant, Equipment, cables, support, containment and other items made redundant by the *works* shall be safely decommissioned and removed by the *Contractor* in a manner so as to leave the Site clean, tidy and safe.

The *Client* shall be given the opportunity to take redundant items into store however, other than those items retained, the *Contractor* shall remove all from Site, using appropriately licenced transport, and dispose of in an appropriate manner at a licenced waste handling or scrap facility. It is expected that most if not all items removed will require disposal by the *Contractor*.

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 For the *works* to be certified as Complete, the *works* must be agreed to have completed scope section 1.2, in addition to the following criteria being met:

- All hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- 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 plans
- Completion of all *works* identified in the Scope.
- Defects that prevent the safe, effective operation of the *works* have been rectified.
- 1 electronic version of the Health and Safety File.

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.

- apinvoices-env-u@gov.sscl.com and
- ea_invoices-pa@environment-agency.gov.uk

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: [INSERT agreed frequency of site progress meetings]

1.16.2 Location: [INSERT location of where they will be held]

1.16.3 Chairperson (who will also take and distribute minutes): [INSERT nominated chair person]

2. Drawings

Drawing Number	Revision	Title

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	V 12	

Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
SHEW CoP	V 6	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	
Exchange Information Requirements (EIR)	V3	

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

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to [REDACTED]. The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.2 All communications from the *Contractor* to the *Client* shall be sent to [REDACTED]

4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on *site* are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

~~4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in Contractor's Equipment.~~

4.3.3 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.3.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

4.3.5 In order to assess the extent of work, the *Contractor* shall visit each site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.

4.3.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

4.3.7 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing his quotation.

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

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

4.3.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access 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* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

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

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

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

4.3.21 Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (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.

4.5.2 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, where 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 Working times

4.6.1 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*.

4.7 Site Restrictions

4.7.1 Vehicles accessing The Grange Outfall site will not exceed 3.5m width due to access track dimensions. Vehicles are not permitted to drive on the crest as this will damage the embankment.

No specific restrictions on working times due to nearby activities. Normal working time restrictions will apply to prevent disruption to residents on the approach.

4.8 Parking

4.8.1 The *Contractor* shall identify a safe location for parking for site-based personnel and visitors.

4.9 Existing services

4.9.1 All known services information is included within the Pre-Construction Information (PCI). Prior to carrying out the *works*, the *Contractor* is to independently verify the location of all known services, actively search for any previously unidentified services prior to carrying out any intrusive ground works.

4.10 Permanent access

4.10.1 A public footpath is present, but it will not require a diversion. The footpath shall remain open to provide unhindered access through the *works* at all times. Signs shall be placed at each end of the footpath where it is adjacent to the *works*, to advise the public when work is being undertaken.

4.11 Pollution, ecological and environmental impacts

4.11.1 The *Contractor* is to abide by the Environmental Action Plan (EAP) detailing the environmental constraints once it has been provided. *Works* shall follow best practice guidance for pollution control.

4.12 Noise generating activities

4.12.1 These (as defined by BS 5228) are restricted to 'Monday to Friday 08:00 – 18:00' and must comply.

4.13 Confidentiality

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

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

4.14 Security and protection on the Site

4.14.1 The *Contractor* is responsible for the security of the Site and protection of the public.

4.14.2 At the end of each working shift, the *Contractor* shall leave the Site safe, tidy and without any risk to others.

4.14.3 The *Contractor* shall be wholly responsible for the security of the Site, passage of vehicles, personnel/pedestrians and security of neighbouring properties which may be affected by the *works*, including personnel, Plant, Equipment and Materials used to Provide the Works.

4.14.4 The *Contractor* shall establish the construction site and compound boundaries for the Site immediately upon taking possession and take all necessary steps to clearly identify the Site, construction site, preventing access to the Site by unauthorised persons or trespassers.

4.14.5 All temporary barriers, fences and hoardings erected as part of the works shall be appropriately designed, kept secure, regularly inspected, and maintained throughout the duration of the project.

4.14.6 The *Contractor* shall consider the security of neighbouring properties and shall not leave unattended any items or conditions which would provide, or assist, access to neighbouring properties.

4.14.7 The *Contractor* will provide adequate and appropriate signage informing the public of dangers and measures to take to stay safe i.e., including alternative routes, designated safe passing places.

4.14.8 Copies of formal entry notices, details of relevant agreements with landowners and/or powers of entry will be made available to the *Contractor* by the *Client* 7 working days in advance of the confirmed access date.

4.15 Security and identification of people

4.15.1 The *Contractor* is responsible for the vetting and identification of people working on or visiting the site.

4.15.2 The *Contractor* shall instigate such measures to ensure persons on the Site are adequately monitored and any unidentified persons are engaged with and escorted to the appropriate location. In the event persons cannot be identified and they decline to leave, the *Contractor* shall contact the police.

4.15.3 Upon being provided access to the Site, the *Contractor* shall secure and maintain the Site until commissioning and Completion of the *works*.

4.16 Protection of existing structures and services

4.16.1 The identification, management and protection of services shall be in accordance with the Client's latest Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) V5 January 2023.

4.16.2 The *Contractor* shall take steps to avoid damage to any existing structures or assets, such as, roads, properties, land, trees, boundaries, materials, and equipment belonging to Highways Authority or other government and non-governmental agencies, utility companies or private companies or individual landowners. In the event of any damage, the *Contractor* shall notify the *Client* and other appropriate authorities. In the event of third-party asset damage, the *Contractor* shall be responsible for the repair of any damage incurred.

4.16.3 If a service recorded on a plan cannot be located, the *Contractor* shall seek assistance from the service owner or operator. New services shall be accurately plotted with relevant details and recorded on the As-constructed drawings and Health & Safety file.

4.16.4 The *Contractor* shall submit to the Principal Designer full details of all measures they intend to implement to protect adjacent structures, properties, or assets (where applicable) and shall agree suitable mitigation measures with the Principal Designer before starting work on site, in areas which would impact on adjacent structures, properties or assets.

4.17 Protection of the works

4.17.1 The *Contractor* shall protect the works, Equipment, Plant and Materials, liable to damage either by the weather or by the methods employed for undertaking the *works*.

4.17.2 The *Contractor* shall ensure that any damage caused by the Providing the Works is remediated to an equal or better condition prior to Completion of the *works* at the *Contractor's* cost.

4.18 Consideration of Others

4.18.1 The *Contractor* shall take all reasonable steps to minimise / avoid disturbance to the general public and occupiers of adjacent premises.

4.18.2 The *Contractor* shall ensure access to neighbouring properties is not impeded on account of the *works*. The *Contractor* shall liaise with the *Client* to ensure that neighbouring properties and landowners are given advance notification of any out-of-hours working and any operation that may result in unusual levels of noise or other disturbance.

4.18.3 The *Contractor* shall liaise with the relevant local authority and comply with their requirements for items such as, but not limited to noise control, traffic management and Public Rights of Way closures.

4.19 Control of site

4.19.1 The *Contractor* shall assume control of the Site from the access date to the day of Completion.

4.19.2 The *Contractor* shall make appropriate arrangements for the control of people working and visiting the Site. Attention shall be given to areas where access is restricted and/or specific permits to work are required.

4.19.3 The *Contractor* shall ensure that all persons working on or visiting the Site have sufficient skills, knowledge and experience for the activity being undertaken and have received a site-specific induction. It is essential that the *Contractor's* operatives provided under this contract are appropriately trained, including working in and around water bodies

4.20 Site cleanliness

4.20.1 The *Contractor* shall ensure the Site is kept clean and clear of all dust, sand, mud, or any other debris. The *Contractor* shall clear all dust, sand and mud, or any other loose material resulting from the works as often as reasonably practicable to ensure the Site, access and surrounding areas are kept clean.

4.20.2 The *Contractor* shall ensure that all Materials, Plant, and Equipment are stored, stacked and positioned in a safe and orderly manner. All shared access routes, including pedestrian access routes within the Site shall be clearly identified and kept free of obstructions to avoid the risk of slips, trips, and falls.

4.21 Waste materials

4.21.1 The *Contractor* shall reduce, reuse and recycle materials whenever possible and ensure that all waste is managed correctly. Removal of waste and restrictions on the disposal of waste material shall comply with legal requirements.

4.22 Deleterious and hazardous materials

4.22.1 No hazardous materials or substances shall be used in the construction or the installation without proper justification and adequate control methods being approved by the *Client*.

4.23 Carbon

4.23.1 Projects at completion must provide an 'As built' carbon appendix. The 'As built' carbon appendix must be verified by an EA appointed carbon specialist before completion of the project is approved.

5. Requirements for the programme

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

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

Item	Date by which it will be provided
Pre-Construction Information	
FastDraft Access	

Access to the Site	
Space for accommodation and welfare facilities within the Site	
Plant and Materials	

7. Site Information

The site

Description: The Grange Outfall is located at CM0 7UT on the Asheldham Brook / Dengie Marsh.

Existing utilities and services

Drawings: Utilities Search Results for 4117 - Grange Outfall

Other information: Latest utilities search was undertaken on 22/11/23. The results of which identified telecommunications apparatus in the access road but not in the work area. All other types of services were found not to be present.

~~Soils and Ground water~~

Information: ~~[insert project specific information on soil and ground water]~~

Site investigation

Report:

Site location plans

Issue details:

Health and safety file

Issue details:

Access to site

Description: Access to the main site is via Howe Farm, just off Grange Road in Southminster. The access track runs from Howe Farm to Grange Outfall and the folding shall be used for all vehicular access. The proposed access track is approximately 3.5m wide, with passing places to allow two-way use. There are no bridges to cross between leaving the public highway from Grange Road and reaching site.

Limitations: The access track is not suitable for cars or vehicles exceeding 3.5m in width.

Access for inspections: The same access shall be used as for the *works*.

~~Use of the site~~

General: ~~[insert general description of site usage]~~

Limitations: ~~[insert any limitations]~~

Surrounding land / building uses

General: ~~Adjacent and nearby uses are as follows: [insert uses]~~

The following existing structures may be affected by the *works*:

- Grange Outfall – Asset ID 190595
- Tidal embankment – Asset ID 5749
- Asheldam Brook left bank – Asset ID 152416
- Asheldam Brook right bank – Asset ID 171072

Health and safety hazards

General: The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. ~~However, the following hazards are or may be present: [insert hazards]~~

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 *works*.

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.