Engineering and Construction Short Contract

Contract Data Forms
June 2017
(with amendments January 2023)

NEC4 Engineering and Construction Short Contract	
Asset Operation, Maintenance and Response Framework **Lot 1 Civil Engineering (Maintain and Construct)**	
A contract between	[redacted]
And	[redacted]
For	**AOMR Lot 1 – River Parrett and Yeo Embankment Repairs**
	Contract Forms - **Contract Data** - **The *Contractor's* Offer and *Client's* Acceptance** - **Price List** - **Scope** - **Site Information**

Contract Data

The *Client's* Contract Data

	The *Client* is	
Name	[redacted]	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *works* are	Repairs and reinstatement of eroded embankments along the left- and right-hand banks of the Rivers Parrett and Yeo which have been identified following incident and periodic routine inspections and/or damage occurring during unprecedented adverse weather and subsequent high-water levels.	
The *site* is	River Yeo left-hand bank. (Priority repair location.) ST44730 25166 (upstream extent of works area) to ST44674 25217 River Yeo right-hand bank ST44146 25966 (upstream extent of works area) to ST44144 26020 River Parrett left-hand bank ST41984 23328 (upstream extent of works area) to ST41918 23405 and ST42502 25151 (upstream extent of works area) to ST42363 26238 River Parrett right-hand bank (Priority repair location.) ST41768 23580 (upstream extent of works area) to ST42482 24709 Refer site location plan – Repair locations	
The *starting date* is	13/09/2024	
The *completion date* is	25/10/2024	
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.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5	% per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the *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

Only enter details here if additional conditions are required.

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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack
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.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	[redacted]	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	24	%
The *people rates* are		
category of person	unit	rate
The *published list of Equipment* is		
The *percentage for adjustment for Equipment* is		

Contract Data

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

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.	
The offered total of the Prices is	£ 239,143.38
	Enter the total of the Prices from the Price List.
Signed on behalf of the *Contractor*	
Name	[redacted]
Position	Framework Delivery Manager
Signature	[redacted]
Date	13/09/24
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client*	
Name	[redacted]
Position	
Signature	[redacted]

Date	

	Price List
	Entries in the first four columns in this Price List are made either by the *Client* or the tenderer. **If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.** **Pricing will be based on the Repair Location.**

Item Number	Description	Unit	Quantity	Rate	Price
1	Repair Location – Parrett – LB1	Sum	1	Sum	[redacted]
2	Repair Location – Parrett - LB2	Sum	1	Sum	
3	Repair Location – Parrett – LB3C	Sum	1	Sum	
4	Repair Location – Parrett – LB3B	Sum	1	Sum	
5	Repair Location – Parrett – LB3A	Sum	1	Sum	
6	Repair Location - Parrett – LB3	Sum	1	Sum	
7	Repair Location – Parrett – LB4	Sum	1	Sum	
8	Repair Location – Parrett – LB5	Sum	1	Sum	
9	Repair Location – Parrett – LB7	Sum	1	Sum	
10	Repair Location – Parrett – LB8	Sum	1	Sum	
11	Repair Location – Parrett – LB9	Sum	1	Sum	
12	Repair Location – Parrett – LB10	Sum	1	Sum	
13	Repair Location – Parrett – LB12	Sum	1	Sum	
14	Repair Location – Parrett – LB13	Sum	1	Sum	
15	Repair Location – Parrett – LB14	Sum	1	Sum	
16	Repair Location – Parrett – RB5	Sum	1	Sum	
17	Repair Location – Parrett – RB6	Sum	1	Sum	
18	Repair Location – Parrett – RB7	Sum	1	Sum	
19	Repair Location – Parrett – RB8	Sum	1	Sum	
20	Repair Location – Parrett – RB9	Sum	1	Sum	
21	Repair Location – Parrett – RB11	Sum	1	Sum	
22	Repair Location – Parrett – RB12	Sum	1	Sum	
23	Repair Location – Parrett – RB13	Sum	1	Sum	
24	Repair Location – Parrett – RB14	Sum	1	Sum	

25	Repair Location – Parrett – RB15	Sum	1	Sum	[redacted]
26	Repair Location – Parrett – RB16	Sum	1	Sum	
27	Repair Location – Parrett – RB17	Sum	1	Sum	
28	Repair Location – Yeo – RB1	Sum	1	Sum	
29	Repair Location – Yeo – RB2	Sum	1	Sum	
30	Repair Location – Yeo – LB1	Sum	1	Sum	
31	Repair Location – Yeo – LB2	Sum	1	Sum	
	The total of the Prices			£ 239,143.38	

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

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

Scope

1. Description of the *works*

1.1 Project background

1.1.1 A requirement for repair and reinstatement of eroded embankments along both left-hand and right-hand banks of the Rivers Parrett and Yeo has been identified following incident and periodic routine inspections and/or damage occurring during unprecedented adverse weather and subsequent high-water levels. The raised defence forms part of the Westmoor, Thorneymoor, Perrymoor and Wetmoor and the works will bring the defence back up to the required condition to prevent overtopping, further damage and failure of the bank.

There is quite a tight timeline for the delivery of these works. Two separate teams will be required to deliver the works in good time ahead of the winter months.

1.1.2 Project objectives

i. evidence positive behaviours on safety, health, environment, inclusion, and wellbeing including active monitoring and pro-active efforts to improve performance and work collaboratively to champion the SHEW standards
ii. provide resources of the required competency, capability, capacity, leadership, and experience to deliver the services and deliverables
iii. embrace the use of sustainability plant, equipment and tools
iv. actively seek, adopt and share innovation and lessons learned

1.1.3 Contract specific objectives

i. offer value for money by pricing works through the agreed Pricing Workbook
ii. timely delivery in accordance with the contract to deliver outputs in line with program
iii. deliver outputs to the required standards set out in the scope and supporting documentation
iv. provide information in a timely and efficient way to share opportunities, success and risks
v. develop an approach to whole life carbon assessments and methodology for carbon reporting.

1.2 Description of the *works*

1.2.1 Delivery of a schedule of 31 no. stand-alone earth bank repairs along the left-hand and right-hand banks of the Rivers Parrett and Yeo. Working areas include the repair of the crest and/or back face of the bank and 5 no. gateways.

i. Refer to Buildability Statement rev4
ii. Supply two teams to deliver the works, due to a potentially short timeframe for delivery
iii. Prioritize the River Yeo left hand bank ST44730 25166 to ST44674 25217 and River Parrett right hand bank ST41768 23580 to ST42482 24709, as start location for the bank repairs.
iv. Profile of the repaired section of bank is to match the sections of adjacent banks. The repair site must be partially excavated to achieve a squared excavation with a flat base in order to provide stability prior to adding and compacting the layers of the cohesive fill material (layers not to exceed 100mm). Compaction of each layer is to be achieved using a sheepsfoot roller or tamping rammer which is considered to be most suitable for compacting the cohesive clay material. The *Contractor* must not attempt to use a roller for compaction as it is unlikely to be safe to operate this type of plant on the sloping bank directly adjacent to the water's edge.

v. The final layer will need to be a 100mm layer of topsoil that must be overfilled and then graded back to achieve the finished profile and grass seeded.
    a. The *Contractor* shall procure topsoil
    b. The *Client* will provide grass seed and make it available for collection from the Environment Agency Bradney Depot

vi. Repairs to the crest must sit 150mm higher than the adjacent bank to limit any overtopping of the repairs during flood conditions and in order to allow the protective grass cover to establish itself over the next 12 months.

vii. There are no design bank levels as such. The finished level of the repaired bank must sit 150mm higher than the adjacent sections of bank in an attempt to limit overtopping for the initial 12-month repair period.

viii. Repair locations Parrett - LB2- LB3A - LB5 - LB10P - LB13 & Yeo LB1 involve the topping up of bank crest levels at gateways. The top of the bank is to be brought up to the same level as the adjacent section of bank using compacted clay and then stoned out with a 100mm layer of 50mm clean stone (i.e. the finished level of the stone will be 100mm higher than the adjacent crest levels). The *Contractor* may also consider the use of a terram layer to prevent the stone being lost into the underlying clay. Stoned areas must extend 3-4m from each side of the gate.

ix. Gateways do not require fencing although fencing of repair locations will require careful consideration as vehicle access through the adjacent gateway will need to be maintained. The *Contractor* is required to assess the site prior to pricing the works and propose a solution.

x. The *Contractor* will be responsible for the segregation, storage and waste disposal of discarded sandbags removed from each repair location, and: -
    a. using a registered waste carrier to transport waste sandbags from the temporary collection point to a permitted site for disposal
    b. providing copies of all waste transfer notes to the Client

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

1.3 *Contractor's* design

1.3.1 None

1.4 Accommodation

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

i. The *Client* has procured additional fill material. The *Contractor* shall provide transportation to and from the nearest location listed below:-
    a. Oath Lock Compound, Wickmoor, Oath, Burrowbridge. TA7 0JW; Approx 600 tons. (under U1 exemption)

ii. All repair sites are to be fenced off (excluding gateways) using post & rail fencing which will be left in place for 12 months to enable the protective grass cover to establish.

iii. For a period of 12 months from the date of Completion the *Contractor* shall undertake a monthly inspection, including any routine maintenance within the fenced-off areas and reseeding grassed areas where required.

1.4.2 The *Client* shall undertake routine maintenance duties (vegetation clearance) in the specified works location in advance of the repairs commencing.

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 access to the site through photographs and videos. These shall be submitted to the *Client* for record keeping. The *Contractor* shall leave the site and access to the site in as good a condition as prior to first entry.

1.5.2 Prior to first entry to the site to undertake physical *works*, the *Client* and *Contractor* will undertake a joint inspect of access tracks for defects that could potentially prevent transportation of plant and equipment to site.

1.6 Sharing the Site with the *Client* and Others

1.6.1 In the context of this contract, "Others" includes all stakeholders relevant to the scope of the contract.

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

1.7 Management of the *Works*

1.7.1 The *Client* and *Contractor* will 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* will attend the following meetings:

- Project start meeting.
- Commercial meeting, including Programme Review, every week following from the commencement of the works.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.
- End of Contract (Gateway 4) meeting.
- End of Defects Period (Gateway 5) meeting.

1.7.3 The *Contractor* shall produce a progress report and submit this with their updated programme every week following commencement of the works. This report shall:

- highlight the progress achieved since the last programme submission,
- explain any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explain what actions are being implemented to mitigate any delay,
- state the forecast date for Completion of the works compared to the contract Completion Date,
- detail any days lost due to weather, and
- summarise the latest commercial position with details of the original Prices, the value of implemented Compensation Events, the forecast effects of unimplemented Compensation Events, and the forecast of Prices at Completion.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is. the Met Office weather station at Yeovilton.

1.8.2 The weather measurements are to be obtained from the Met Office by the *Contractor*.

1.9 Quality Management

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

- For a period of 12 months from the date of Completion the *Contractor* shall undertake a monthly inspection, including any routine maintenance within the fenced-off areas during this period, and reseeding grassed areas where required.

1.9.2 The *Client* shall provide the *Contractor* with the Test Analysis Certificates for the cohesive clay material.

1.9.3 See also contract clauses 40, 41, 42 and 43.

1.10 Consents, Permits and Licenses

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

1.10.2 The *Contactor* shall resource an Ecological Clerk of Works (ECOW) to undertake a Protected Species Survey 4 weeks prior to the date of commencement and provide a report to the *Client* for consultation with Natural England.

1.10.3 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works.

1.11 Health, Safety & Environment

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

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

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

1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submit these to the *Client* for acceptance. The *Contractor* must 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* shall undertake the actions stipulated within the Environmental Action Plan (EAP)

1.12 Procurement of subcontractors

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

1.11.2 In accordance with Schedule 7 Clause 2.1.6, the C*ontractor* 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 *Contractor* shall update the notice on Contracts Finder with details of the successful *subcontractor*.

1.13 Title

Marking

1.13.1 None

Materials from Excavation and demolition

1.13.2 The Client will supply cohesive clay material to undertake the repairs. The *Contractor* shall not have title to any surplus stock.

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 anticipated date of 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* will be responsible for making the initial judgement following the joint inspection.

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

- 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

1.15 ACCOUNTS AND RECORDS

1.15.1 The *Contractor*'s applications 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 monthly intervals and on completion of the establishment maintenance works.

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 the PO number" in the email subject line.

- [redacted]
- [redacted]

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Weekly

1.16.2 Location: [redacted] / via Teams

1.16.3 Chairperson: [redacted] (responsible for taking and distributing minutes)

2. Drawings

Drawing Number	Revision	Title
N/A		**Buildability Statement**

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 13 June 2024	
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)	V6	
Exchange Information Requirements (EIR)	V3	

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

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or *Client's* representative, has accepted the method statements and risk assessments related to this contract.

2. The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting 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 must be 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 that 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.

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 were encountered on first arrival at 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 must 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 gain 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 the *Contractor* to maintain twenty-four (24) hour / seven (7) days per week emergency contacts including the provision of an out of hour's response if required due to theft, fire, flood and vandalism. Any emergency procedures must be carried out by competent employees 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 is to be deposited on any tarmac areas outside the site access gate. Any such material is 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 may be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on the *Contractor*'s 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* shall ensure 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 The works require the Environment Agency to obtain a Flood Risk Activity Permit for the Project

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 necessary for the *Contractor* to undertake weekend working but, if required, this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

4.7 Site Restrictions

4.7.3 The *Contractor* is to arrange a pre works survey by a licenced ecologist (primarily for water voles, but also any other protected species that may be affected by the works). The findings of the survey must be reported back to the *Client's representative* before commencing works. FBG recommends that the survey is undertaken at the earliest opportunity to allow time for any mitigation should it be required. This must be followed by an inspection just prior to the works commencing to ensure that no changes have occurred during the interim period.

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 all programmes 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 needing first access to each part of the Site to undertake physical works
- the order and timing of the operations which the *Contractor* plans to undertake 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
- transportation of fill material

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* will notify 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

	Starting date	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**
Site information	
Hazard Map	
Pre-Construction Information	
Fastdraft Access	

Site Information

The site

Rural grass fields.

Raised earth embankments along rivers Parrett and Yeo Multiple gateways

Existing utilities and services

Overhead - HV lines crossing both rivers

Underground – unknown

Soils and ground water

N/A

Cohesive clay material already procedure – refer Clay analysis report 14917

Site investigation

N/A

Site location plans• River Yeo Site location plan - right bank

• River Yeo Site location plan - left bank

• River Parret - Repair Locations North of Westover Bridge

• River Parret - Repair Locations South of Westover Bridge

Health and safety file

River Yeo - N/a

River Parrett - Wessex Asset Recovery Programme - Parrett at Midelney to Langport, July 2016
Access to site Access to the River Yeo right-hand bank will be from Huish Pumping Station to access via third party owned land for approximately 300lm. • access restricted by a 3.3m clearance between the kiosk and key clamp railing at Ablake sluice. Access to the River Yeo left-hand bank is available via the following routes: - 1. Horsey Lane (approx 2.1km from Law Lane, Muchelney) 2. Left bank of the River Yeo from Long Load (approx. 2.7km from B3165 to repair location) 3. Left bank of the River Yeo from Huish pumping station (approx. 1.7km from pumping station to repair location. • access crosses weed screen platform with imposed weight limit of 18t, provided that no single axle exceeds 9.8t Access to the River Parrett left-hand is available via the following route: - • Access to River Parrett bank downstream of Westover Bridge (Law Lane) • Access to the River Parrett left-hand bank upstream of Midelney pumping station via the left bank from Newmead Drove, Thorney. (upstream access) A masonry arched culvert is located on Newmead Drove at Thorney (NGR ST 42651 22762) Access to River Parrett right hand bank is available via the following routes: - • Access to the River Parrett right-hand bank upstream of Westover Bridge (Law Lane), from Muchelney along the left bank of the Thorneymoor Rhyne (Hostile landowner site) (downstream access) • Or from Thorney village. (upstream access)
Use of the site **PROW (Public right of way)**
Surrounding land / building uses Rural area, agricultural land use.
Health and safety hazards • Access and egress to and from site • Working in the vicinity of overhead cables • People plant interface – PROW's • Working adjacent to water • Plant movements within narrow banks • Underground services • Slips, trips and falls • Plant movements

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	[redacted] Form of Contract:	Ecology Report
2.	[redacted] Form of Contract:	Haulage of material
3.	[redacted] Form of Contract:	Temporary works design
4.	 Form of Contract:	