



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Asset Operation, Maintenance and Response (Asset OMR) Framework For Lot 3 Landscape and Habitat Creation workstream only

Template version history

V 1	March 2024	Go Live Lot 3 template
V 1.1	May 2024	Reversion back to bidder pack terms
V 1.2	July 2024	corrections to Z8 and Z110
V1.3	October 2024	Variation of AOMR Lot 3 template for use with Landscape and Habitat Creation workstream only: introduces Z13, Z14 and Z15 and updates to Retention for this workstream only
V1.4	Feb 2025	Continuous improvement of Scope section

ECSC Contract template

**Asset Operation, Maintenance and Response (Asset OMR) Framework
Lot 3 (Landscape and Habitat Creation):**

**Leigh Expansion and Hildenborough Embankment Scheme (LEHES):
Leigh BNG Landscape Contract – ENVIMSE100377**

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework

Lot 3: Landscape and Habitat Creation

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Ground Control Ltd
For	Leigh Expansion and Hildenborough Embankment Scheme (LEHES) - Leigh BNG Landscape Contract - ENVIMSE100377
	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	Environment Agency
Address for communications	Orchard House, Endeavour Park, London Road, Addington, West Malling, Kent ME19 5SH
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>to undertake environmental enhancement works, as per the Scope, in order to deliver the Leigh Flood Alleviation Scheme's Biodiversity Net Gain (BNG) habitat targets. These include</p> <ul style="list-style-type: none"> • Area 2: Management of LWS Leigh Pasture and Marsh – Wet woodland - Coppicing and thinning woodland with INNS control – in line with KWT Management Plan1 • Area 3: Planting and fencing parkland trees to create Wood Pasture • Area 5: Enhance grassland to deliver Lowland Meadow • Area 7: Management of Woodland <p>The <i>works</i> are part of a larger project to reduce flood risk to properties in the River Medway catchment downstream of the Leigh Flood Storage Area, west of Tonbridge in Kent. The Leigh Flood Alleviation Scheme (the "Scheme") will reduce flood risk by creating additional storage capacity within the Leigh Flood Storage Area. The Scheme has obtained full planning permission from both Sevenoaks District Council and Tonbridge and Malling Borough Council (TMBC) dated 18th January 2021.</p>

The site is As per the delineated project area boundaries in Fig 1 below:

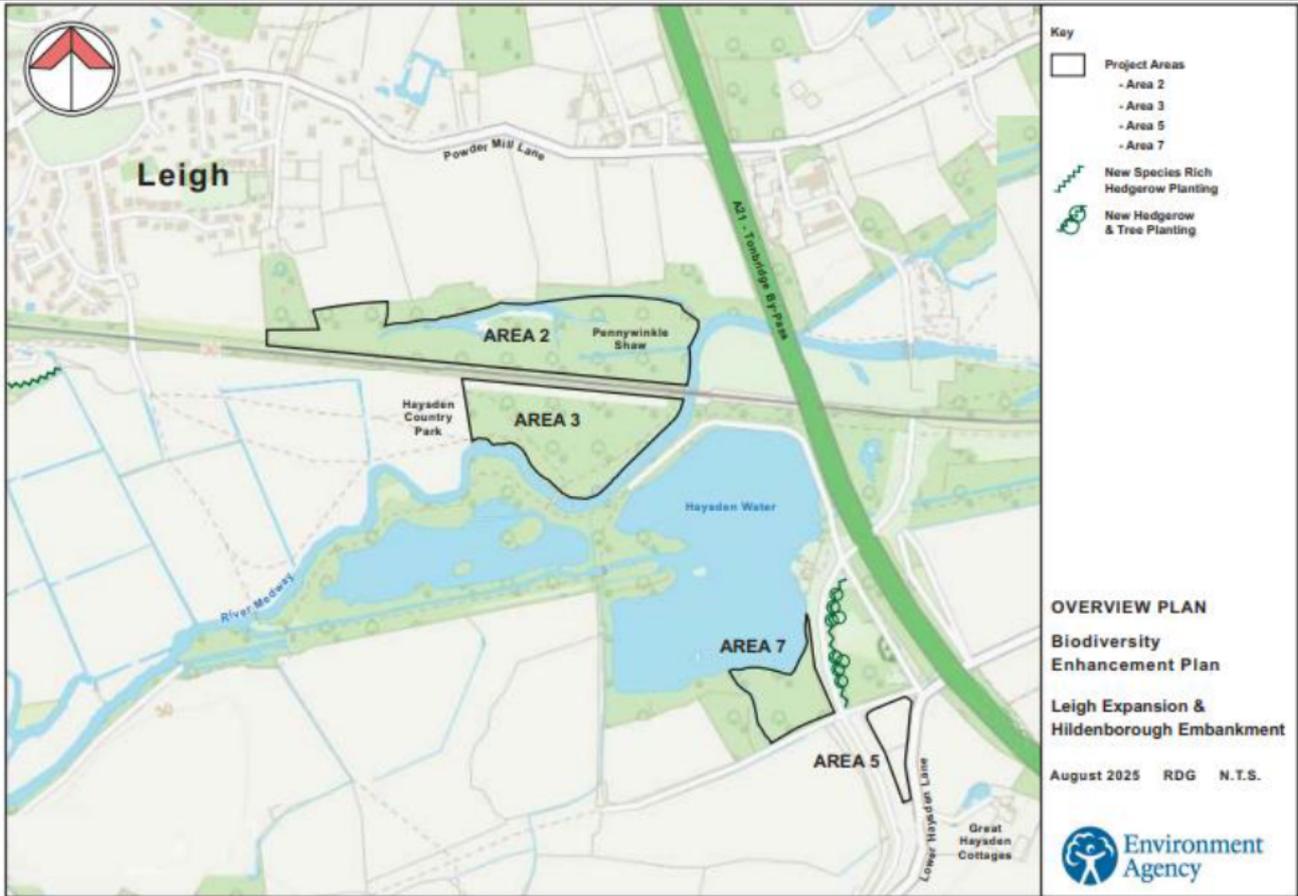


Fig 1: Boundaries of the site

Grid References for Site:

- Area 2: TQ558461
- Area 3: TQ558459
- Area 5: TQ563454
- Area 7: TQ561455

The starting date is	9 February 2026	
The completion date is	27 March 2026	
The delay damages are	£163.96	Per day
The period for reply is	2	weeks
The period between completion of the works and the rectification date is	260 weeks (60 months)	
The period between completion of the works and the rectification date for hard landscaping (fencing/ gates) is	52 weeks (12 months)	
The period between completion of the works and the rectification date for [grass] is	N/A	
The period between completion of the works and the rectification date for [bulbs] is	N/A	

The period between completion of the <i>works</i> and the <i>rectification date</i> for shrubs (hedgerows) is		260 weeks (60 months)
The period between completion of the <i>works</i> and the <i>rectification date</i> for [trees (semi mature / extra heavy standard)] is		N/A
The period between completion of the <i>works</i> and the <i>rectification date</i> for trees is		260 weeks (60 months)
The <i>defects correction period</i> is	4	Weeks, except that
The <i>defects correction period</i> for	Seasonal planting works	Shall be undertaken within the next suitable planting season (normally between mid-November and prior to the end of the subsequent March each year)
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	Zero	%
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 Construction Industry Council (CIC) 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 <i>works</i> , 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 Construction Industry Council (CIC)	
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 subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.
Z2	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	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. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
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	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none">• War, civil war, rebellion revolution, insurrection, military or usurped power• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-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	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 AOMR (Asset Operation Maintenance and Response) Framework Agreement made with the <i>Client</i> .
Z9	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: 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.
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 (NOT USED)
Z12.1	For contracts containing packages of projects the <i>Client's Contract Data, Scope and Site Information</i> particular to an individual project is contained within its <i>Site-Specific Pack</i>.
Z13	Contract Administrator
Z13.1	Under Clause 14.5, the <i>Client</i> delegates their actions defined in the contract to the <i>Contract Administrator</i> except for: <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 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.
Z14	Inflation
Z14.1	At the Contract Date the total of the Prices includes sums to cover inflation until Completion. 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.
Z15	Searching for and notifying Defects
Z15.1	In Clause 41, replace the term ' <i>defects date</i> ' with ' <i>rectification date</i> '.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Ground Control Ltd	
Address for communications	Ground Control Ltd Kingfisher House Radford Way Billericay CM12 0EQ	
Address for electronic communications	[REDACTED]	
The fee percentage is	As per the Framework Agreement	%
The people rates are	As per the Framework Agreement	
category of person	unit	rate
As per the Framework Agreement	As per the Framework Agreement	As per the Framework Agreement
The published list of Equipment is	As per the Framework Agreement	
The percentage for adjustment for Equipment is	As per the Framework Agreement	

Subcontractors

The Subcontractors 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.	Landpro Contractors Ltd Unit 18, Paddock Barn Farm, Caterham, Surrey, CR3 6SF	Arboriculture and landscaping works
2.	Form of Contract:	
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 £340,142.27

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 15/1/26

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 04/02/2026

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 AOMR Lot 3 Framework Price Workbook, Table 7 – Landscape and Habitat Creation Works Implementation and Aftercare.

The Price List includes fixed price and remeasurable items. Where 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.

Where the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

The detailed price breakdown for Leigh BNG Landscape Contract is as follows:

Ref	Description	Sub total
	As per the Pricing Workbook: "2. 25 11 28 - Leigh BNG Pricing Workbook - SoR v9.3 (updated).xlsx"	
	The total of the Prices	£340,142.27

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

Standard Method of Measurement 7 (SMM7), classified according to the Common Arrangement of Works Sections (CAWS)

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

Documents included in Scope by reference.

This Scope should be read in conjunction with the documents detailed in the table below current at the Contract Date (in addition to law and regulations which are not listed).
In the event of conflict, this Scope shall prevail.

The works proposed include achievement of the BNG habitat target identified in the Environmental Statement for the scheme and requires delivery of the following enhancements which have been separated for clarity into different Areas as summarised below:

Area 2: Management of LWS Leigh Pasture and Marsh – Wet woodland - Coppicing and thinning woodland with INNS control – in line with KWT Management Plan1

Area 3: Planting and fencing parkland trees to create Wood Pasture

Area 5: Enhance grassland to deliver Lowland Meadow

Area 7: Management of Woodland

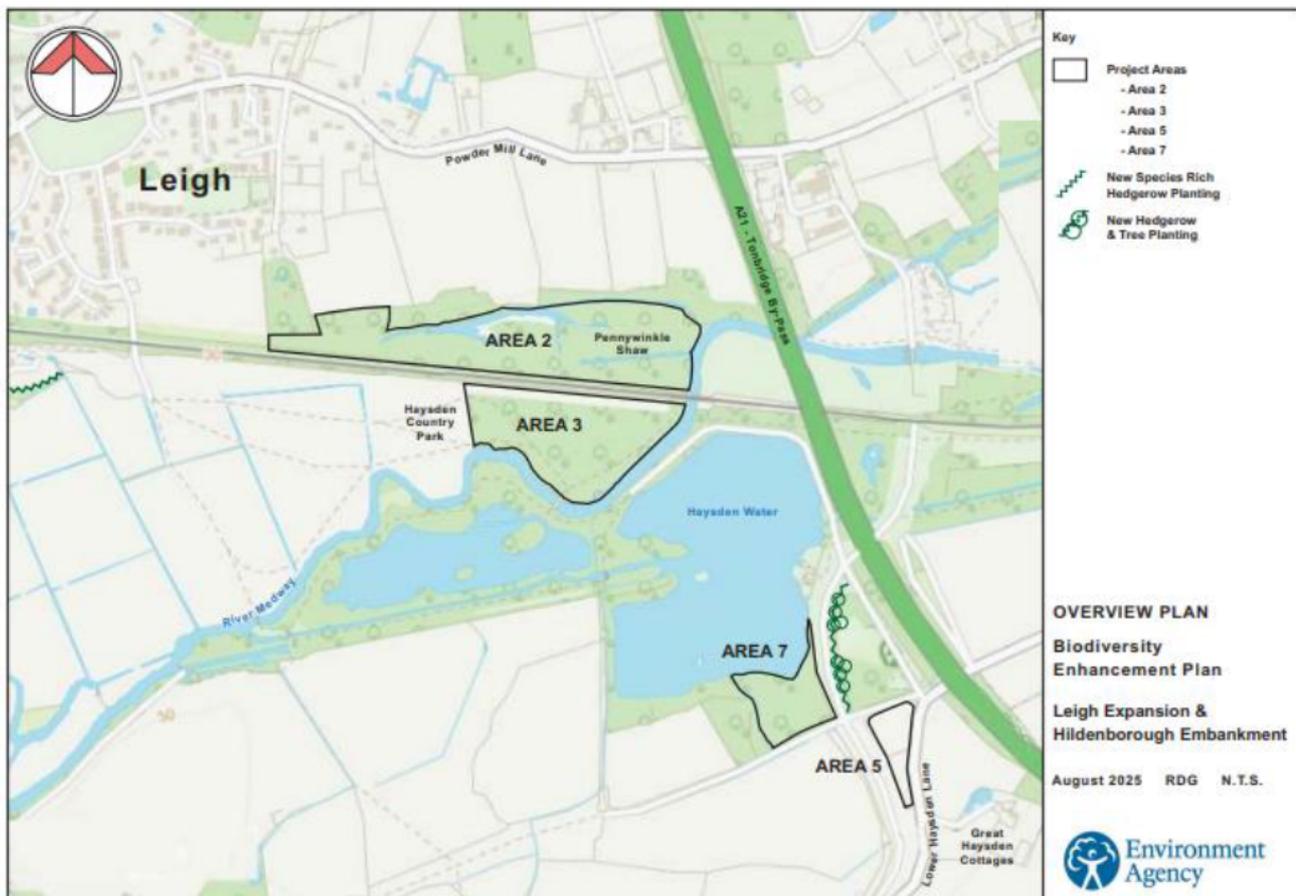
Document Title	Version No	Issue date	The works is to be compliant with the following: DOCUMENT
Asset OMR Framework Deed of Agreement		04/03/2024	Available from Framework tender pack and Here
Asset OMR Framework Schedules	V 1	04/03/2024	Available from Framework tender pack and Here
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V7	23/03/2025	LIT16559
Minimum Technical Requirements – for AOMR Lot 3:			
Lot 3 Prelims and Works: Specification for landscape and habitat creation works, implementation and establishment aftercare - Preliminaries sections	-	19/02/2025	Lot 3 - Landscape Spec Prelims - 24 02 06.pdf
Lot 3 Prelims and Works: Specification for landscape and habitat creation works, implementation and establishment aftercare - Works sections	-	19/02/2025	Lot 3 - Landscape Spec Works - 24 02 06.pdf
Asset Operation and Incident Response Scope of Works	-	09/07/2024	Lot 1 & 3 - Asset Operation and Response - Scope.pdf
Supply chain passport	-	15/02/2024	Lot 1 & 3 - Framework Supply Chain Passport Template.xlsx
FCRM Asset Maintenance Standards	-	19/02/2024	N/A
Vegetation Management Specifications	-	09/07/2024	N/A

1.1 Project background

The Environment Agency (EA) is seeking to develop a Scheme to reduce flood risk to properties in the River Medway catchment downstream of the Leigh Flood Storage Area, west of Tonbridge in Kent. The Scheme will reduce flood risk by creating additional storage capacity within the Leigh Flood Storage Area. Full details of the scheme can be found in the associated Environmental Statement (Environment Agency, 2020).

The Scheme has obtained full planning permission from both Sevenoaks District Council and Tonbridge and Malling Borough Council (TMBC) dated 18th January 2021. Achievement of the BNG habitat target identified in the Environmental Statement for the scheme (12.38%) requires delivery of the following enhancements:

- Area 2 – Management of LWS Leigh Pasture and Marsh – wet woodland - coppice and thin woodland with INNS control – in line with KWT management plan1
- Area 3 - Plant and fence parkland trees to create Wood Pasture
- Area 5 - Enhance grassland to deliver Lowland Meadow
- Area 7 - Management of Woodland



1.2 Description of the works

1.2.1 The works are as follows:

This section is to be read in conjunction with “25 11 28 - Leigh BNG Activities Workbook.xlsx” (the “Activity Workbook”), which provides activities and quantities for the works.

The Contractor shall set out planting locations for the Client to approve before planting operations commence.

The Contractor shall set out which trees are to be felled and coppiced for the Client to approve before felling operations commence.

The works proposed requires delivery of the following enhancements which have been separated for clarity into different Areas as summarised below:

Area 2: Management of LWS Leigh Pasture and Marsh – Wet woodland - Coppicing and thinning woodland with INNS control – in line with KWT Management Plan1

In the first year, the *Contractor* shall fell unstable trees including some of the diseased ash, bringing to ground and processing windthrown and fallen trees. This will begin to open up the canopy to enable ground flora to grow and will enable the *Contractor* to safely access the woodland and wetland habitats in future years for coppicing and thinning to create a more diverse woodland structure. The *Contractor* shall partially fell some of the large poplar trees and the *Contractor* shall ring bark so they die off slowly and create valuable standing deadwood. The poplar trees are not native and are drying out the wetland habitats, so this activity will help to enhance the biodiversity of the site overall.

Starting in the first year, the *Contractor* shall introduce a coppice management regime in some areas. In second and subsequent years the *Contractor* shall undertake further thinning of the woodland tree species. Over time both these measures will lead to diversification of the habitat and enhance the biodiversity of the site.

The *Contractor* shall create dead hedges using the material cut down which will provide habitat for invertebrates, woodland mammals and birds.

To enable these activities to happen, the *Contractor* shall ensure adequate and safe access via any existing gates and short lengths of fencing. The *Contractor* shall manage access for any of their woodland management equipment and welfare facilities. The *Contractor* shall reinstate at the end of the *works*.

Area 3: Planting and fencing parkland trees to create Wood Pasture

The *Contractor* shall plant parkland trees and the *Contractor* shall create an area of scrub habitat. The *Contractor* shall protect the new planting with stock proof fencing and parkland tree guards. The *Client* will confirm locations of planting with the *Contractor* onsite.

The *Contractor* shall complete these works by the end of the March 2026 planting season and the *Contractor* shall undertake return site visits periodically to inspect, water and maintain the new plants.

Area 5: Enhance grassland to deliver Lowland Meadow

This field was recently restored and is now being used for grazing again, following works to the embankment adjacent to it. The *Contractor* shall overseed the existing grass sward with a wildflora mix. The *Contractor* shall undertake the aftercare activities to ensure successful establishment. Once this work has been scheduled and undertaken, the field will then be available for grazing again.

Area 7: Management of Woodland

In the first year, the *Contractor* shall fell trees that are unstable including some of the diseased ash then process along with windthrown and fallen trees. This is to open up the canopy to enable ground flora to grow and will enable safe access for *Contractor* to the woodland habitats in future years for *Contractor* coppicing and thinning to create a more diverse woodland structure.

Starting in the first year, the *Contractor* shall introduce a coppice management regime in some areas. In second and subsequent years, the *Contractor* shall carry out further thinning of the woodland tree. Over time both these measures will lead to diversification of the habitat and will enhance the biodiversity of the site.

The *Contractor* shall create dead hedges using the material cut down which will provide habitat for invertebrates, woodland mammals and birds.

To enable these activities to be undertaken, access via the bridleway to the south of Haysden Water will be required.

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

1.2.3 The *Contractor* shall price and undertake all necessary temporary works to complete the *works*

1.3 Contractor's design

1.3.1 Temporary works design to be led by the *Contractor* to enable construction works.

1.4 Accommodation

The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, as quantified and priced in the contract Pricing Workbook ("25 11 28 - Leigh BNG Pricing Workbook - SoR v9.1.xlsx").

1.5 Access to the Site

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.

Access routes are detailed in Appendix A - Pre-Construction Information Pack

1.6 Sharing the Site with the *Client* and Others

The *Contractor* shall provide the below information in the programme. The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. The *Contractor* shall be responsible for identifying and adhering to requirements of Others into the programme. The *Contractor* shall notify the *Contract Administrator* of:

- What is being done,
- Who is doing it,
- When it is being done, and for how long,
- Where is it being done.

1.7 Management of the *works*

The *Client* and *Contractor* administer the contract using the *Client's* on-line contract management system. This is currently FastDraft but may be transferred to similar systems from time to time.

If the *Contractor* finds any discrepancies between the Scope and the Activity Workbook, they are to notify the *Contract Administrator* to seek clarification.

The *Client* and *Contractor* shall attend the following meetings:

- Project start meeting
- Weekly progress meetings from the *starting date* to completion. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings. Progress meetings will be online unless otherwise notified, with the first progress meeting being held within 1 week of the contract commencement date. Monthly commercial meetings from the *starting date* to completion. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required.
- Quarterly progress meetings during the rectification period (the rectification period being the period between completion of the *works* and the last *rectification date*)
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

The *Contractor* shall produce a progress report and submits this with their updated programme a minimum of 2 working days ahead of the weekly progress meeting and the quarterly progress meeting. This report:

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

1.8 Weather measurements

The place where weather is to be interpreted is: Tonbridge

The weather measurements are to be supplied by: Met Office

1.9 Quality Management

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

- Project specific requirements for inspections, e.g. Topsoil samples from the areas to be planted prior to the *works* commencing, to the criteria set out in the contract specification, together with the associated analysis and report.
- Pre-condition photographs, post-condition photographs and progress photographs.

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

- The Contract Administrator will undertake routine quarterly site inspections during the rectification period.

Any defective planting is replaced by the *Contractor* on an annual basis for the full duration of the defects/establishment maintenance period

1.10 Consents, permits and licenses

The *Client* obtains the necessary consents, permits, licenses and/or agreements from third parties for the permanent works: None required.

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

Herbicide spraying licence if deemed required.

1.11 Health, Safety & Environment

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

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*.

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

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.

1.12 Procurement of subcontractors

Subcontractors are selected using best value processes. The *Contractor* shall make reasonable attempts to obtain three competitive tenders for all work in excess of £25,000 and undertake a value-based assessment on the submitted assessments. The *Contractor* shall submit this assessment to the *Client* for acceptance.

1.13 Title

A nursery inspection shall be undertaken by the *Contract Administrator* and the plant stock should be tagged for use on the Leigh BNG contract by the *Contractor* or his representative.

Materials from Excavation and demolition

The *Contractor* shall reuse all trees and vegetation felled during the works. The *Contractor* shall cord any timber arising from the works and the *Contractor* shall use all brushwood to create dead hedges onsite.

1.14 Completion

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.

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

1. Installation of all specified features must be fully complete, and all construction plant, and machinery must have been removed from site.
2. Reinstatement of all areas affected should be reinstated to pre-work condition survey levels.
3. All temporary site perimeter fencing, temporary works, materials storage and waste must be removed from site.
4. All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
5. All private land must be safe for use by landowner with no remaining hazards associated with construction operations.

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
 - Records of maintenance visits and recommendation for continued maintenance
 - Creation of a BIM Execution Plan, including Master Information Delivery Plan, for review within 4 weeks of contract start date, and upload all final version produced files in the agreed BIM naming convention to the Employer's Common Data Environment (ECDE) Asite.

The following item(s) of the works are permitted to be (and will be) outstanding at Completion:

As per Scope Item 1.2.2: "The *Contractor* shall maintain the works from Completion until the last rectification date.", all items within Q35 of the Activity Workbook are permitted to be (and will be) outstanding at Completion and form part of establishment aftercare.

1.15 ACCOUNTS AND RECORDS

The *Contractor's* application for payment is 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.

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

The *Contractor's* invoice shall include the *Client's* purchase order number.

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

Frequency: Weekly meetings

Location: On site or via MS Teams - Meeting location/timeslots to be advised.

Chairperson (who will also take and distribute minutes): *Contract Administrator*

1.17 EAP

N/A

2. Drawings

Drawing Number	Revision	Title
1 Location Drawing	Aug 2025	Location Plan
2 Overview Drawing	Aug 2025	Overview Plan
3 Areas 2-3	Aug 2025	Areas 2 & 3
4 Areas 5-7	Aug 2025	Areas 5 & 7

3. Specifications

Title	Date or Revision	Tick if publicly available
Environment Agency Landscape Preliminaries for Leigh BNG	V1	
Environment Agency Landscape Works Section for Leigh BNG	V1	

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

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or their 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) prior to starting the *works*.
3. Safety works are to be carried out first to enable the safe execution of the works
4. The tree felling works will be carried out and completed prior to the bird nesting season which is 1 March to 31 August
5. The *Contractor* shall not access the site except via specified access tracks that have been cleared in advance.
6. No fires may be lit on site
7. The *Contractor* shall not undertake any work beyond the specified quantities, without prior written confirmation from the *Client*.
8. The *Contractor* shall provide the *Client* with 2 weeks-notice before access to site. This is to allow the *Client* to provide a notice of intended entry to the landowner.
9. *Contractor* to ensure minimum disruption to public and to ensure any closures to Public Right of Ways (PRoW) have the relevant Local Authority permissions.
10. Areas 2, 3 and 7 site within a flood plain. No works can happen when the flood storage area is impounding. The *Contractor* must ensure that they are signed up to relevant Environment Agency Flood Alerts and Impounding Notices.
11. The *Contractor* must ensure all equipment and materials are protected during a flood event.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

5. Requirements for the programme

The *Contractor* shall provide a programme of works to enable the *Client* to plan site inspections and provide landowners with up to date information about the timing of access to, and activities to be carried out on their land. The programme will show the anticipated start and completion date and location of felling operations and installation of in-channel structures/measures. The *Contractor* shall update the programme at the end of each week.

Use of land and watercourses by members of the public and individual landowners will return to existing patterns of use following construction.

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

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

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 subcontractors,
- 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,
- the timing of completion of the first of each type of installation, to enable the *Client* to inspect each type of installation at an early stage.

Within two weeks of the *Contractor* submitting a programme for acceptance, the *Client* shall 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

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 week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

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

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 quarterly during the Rectification period or immediately following a flood event.

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

Item	Date by which it will be provided
Access to FastDraft	Starting Date
Access to ASite	Starting Date

Site Information

The site

Description: See pre-construction information pack in Appendix A

Existing utilities and services

Drawings: See pre-construction information pack in Appendix A

Other information: See pre-construction information pack in Appendix A

Soils and Ground water

Information: See pre-construction information pack in Appendix A

Site investigation

Report: See pre-construction information pack in Appendix A

Site location plans

Issue details: See pre-construction information pack in Appendix A

Health and safety file

Issue details: A Health and Safety File is to be prepared for the project and available for use by all those who will have a responsibility for the on-going maintenance of the structure or scheme.

The Principal Contractor shall provide the Health and Safety File. The Health and Safety File format and content is to be issued as a separate document.

The Health and Safety File shall be substantially complete and available at project handover and to facilitate this all parties shall cooperate fully with the Principal Designer in their duty to prepare this and meet agreed deadlines for preparing and submitting the requisite information requested by the Principal Designer. .

Access to site

Description: See pre-construction information pack in Appendix A

Limitations: See pre-construction information pack in Appendix A

Access for inspections: See pre-construction information pack in Appendix A

Use of the site

General: See pre-construction information pack in Appendix A

Limitations: See pre-construction information pack in Appendix A

Surrounding land / building uses

General: Adjacent and nearby uses are as follows: See pre-construction information pack in Appendix A

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: Members of the general public using the bridleway. See pre-construction information pack in Appendix A

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.

APPENDICES

Please refer to the following separate attachments.

- APPENDIX A: Pre-Construction Information
- APPENDIX B: Desktop Utilities Service search PAS128 – Type D