

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 Deanery Road Bristol BS1 5AH
And	Amalgamated Construction Limited (AmcoGiffen)
For	Preston Brook Embankment (Wyke Oliver Road)
	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	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications [relevant Project Manager]	Giles.lord@environment-agency.gov.uk	
	The <i>Contract Administrator</i> is:	
Name	Giles Lord	
Address for communications	Environment Agency, Rivers House, East Quay, Bridgewater, TA6 4YS	
Address for electronic communications	Giles.lord@environment-agency.gov.uk	
The <i>works</i> are	Preston Brook Embankment (Wyke Oliver Road). Refurbishing the existing flood defence revetment.	
The <i>site</i> is	Preston Brook Embankment is in the grounds of The MacPherson House, 8 Wyke Oliver Road, Preston, Weymouth DT3 6BW Grid Coordinates: SY6952182618	
The <i>starting date</i> is	27 th August 2024	
The <i>completion date</i> is	30 th November. Sectional completion – All in channel works must be completed by 31 st October 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	N/A	N/A
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	N/A	% per complete week of delay.
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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
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The <i>Client</i> provides this insurance	None
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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	<p>The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.</p>
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 <p>The contractor is to monitor changes in weather, local rain gauging station and river levels and will remove temporary / enabling works at the end of the working shift or if severe weather is expected out of hrs.</p> <p>The flooding trigger level is defined for the site as follows:</p> <ul style="list-style-type: none"> • Chainage 0-39m Wall footing base 11.650 AOD. The trigger level will be this level until the wall footings have been poured and then it will be raised to the base of wall level 11.800 AOD and then it will continue as this trigger level for the project duration. However, the contractor will be expected to complete works in other areas where possible. • Chainage 39-51m Wall footing base 11.250 AOD. The trigger level will be this level until the wall footings have been poured and then it will be raised to the base of wall level 11.400 AOD and then it will continue as this trigger level for the project duration. However, the contractor will be expected to complete works in other areas where possible. (The wall footing level may be raised to avoid over dig when the works commence and if this happens the trigger level will be this new level.) • Picture and video evidence must be provided when an event occurs, and the client PM alerted immediately.
Z8	Framework Agreement
Z8.1	<p>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>.</p>

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	<i>Contract Administrator</i>
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>

Contract Data

The *Contractor's* Contract Data

The *Contractor* completes this section. [Delete this guidance before issue].

	The <i>Contractor</i> is	
Name	Amalgamated Construction Limited (AmcoGiffen)	
Address for communications	Whaley Road, Barugh, Barnsley, South Yorkshire, S75 1HT	
Address for electronic communications	estimating@amcogiffen.co.uk patrick.rosborough@amcogiffen.co.uk	
The <i>fee</i> percentage is	As per framework agreement	%
The <i>people rates</i> are	As per the framework agreement	
category of person	unit	rate
The <i>published list of Equipment</i> is		As per the Framework Agreement
The <i>percentage for adjustment for Equipment</i> is		As per the Framework Agreement

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.	Glanville Cleansing Ltd Unit 3 Central Court, Central Lane Lee Mill Industrial Estate Ivybridge PL21 9PE Form of Contract: NEC4 Subcontract Short Form	Civils Work
2.	Johns Associates Ltd Green Tree House 11 St Margaret's Street Bradford on Avon Wiltshire BA15 1DA Form of Contract: NEC4 Subcontract Short Form	Ecological Survey
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

£158,183.15

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name John Booth

Position Managing Director

Signature



Date 31.07.24

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

Signed on behalf of the *Client* [signatory in accordance with FSOD requirements]

Name Martyn Thomas

Position Senior Commercial Officer

Signature



Date 6th 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. The *Client* and *Contractor* agree the items, quantities, and costs for the project by applying the relevant items and rates from the Lot 1 Pricing Workbook. The *Client* enters the relevant subtotals below and removes the unused headings. Delete this guidance before issue.

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. The detailed price breakdown reference is Preston Brook Embankment (Wyke Oliver Road).

Ref	Description	Sub total
1	Site set up (incl heras fencing), welfare and mobilisation	12,638.46
2	Temporary works - water management	13,682.11
3	CAT & Genny service scans	226.19
4	Set up safe access routes for transportation of materials & plant movement (track matting if required). Remove and reinstate shed on access route.	4,868.56
5	Removal of vegetation and debris as required to facilitate the construction and installation of new design, including ecological survey. Complete Mcphearson house plant removal from bed and planting in a new bed at the front of the care home.	6,892.70
6	Remove existing outlet debris screen	1,206.34
7	Remove obscuring topsoil and placed in compound material area	2,804.73
8	Remove top 2no. layers of bag work and make good that which is to remain. Includes vegetation removal, other failed bags and herbicide the walls.	2,804.73
9	Clean and repair existing concrete bag work wall	2,804.73
10	Make suitable repairs to existing southern brick wall. Includes joint sealant.	2,804.73
11	Trim/saw cut downstream end of bag work wall in preparation for downstream movement joint	561.14
12	Excavate ground for wall foundation construction, formation for concrete structure	15,708.98
13	Fix steelwork (dowels, rebar, mesh etc), movement joint filler boards	11,908.53
14	Formwork (incl striking)	11,448.59
15	Concrete wall	40,302.63

16	Movement joint sealant and coping stones	7,799.96
17	Construct reinforced access steps/landings and joint at interface wall	4,977.13
18	Reinstate wall toe area and flood bank as per design drawings	2,805.73
19	Install timber fencing and gate with ironmongery.	6,714.25
20	Make good the ground around the new structure, repairing damage to existing surfaces like for like. Reinstatement of all compound and access areas to what they were before.	2,805.73
21	Demobilisation	2,417.20
The total of the Prices		158,183.15

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 Overview

The Preston Brook catchment, located in Preston, Weymouth, is a flood-prone urbanised coastal area. The area of interest is Brook between Medway Drive and Wyke Oliver Road.

The scope of this project is to repair and improve a bag work wall, constructed in 2005 as part of the Preston Brook Flood Alleviation Scheme (FAS) at MacPherson House, Abbeyfield, Wyke Oliver Road. If left in its current condition, there is a danger that the concrete bag work will fail, putting The MacPherson House property at risk and compromising the overall Preston Brook FAS standard of protection. The existing flood defence system is approximately 55m long and is a combination of different construction techniques, including a clay flood bank, a brick-clad reinforced concrete flood wall, and a concrete bag work facing backed by a compacted clay flood bank. The channel and revetment are in reasonable condition, but the concrete bag work is deteriorating and needs either replacement or a new design solution. The flood banks, though generally functional, have experienced settlement in some areas and have been altered by residents who have dug flower beds into them. Additionally, there is room for improvement in the construction joints of the walls and the connections between the different types of defences.

The project involves repairing the wall through installing front face shuttering and casting the face of the wall using ties and concrete. This will involve removal of vegetation, replacing failed concrete bags, installing ties and reinstating the flood defence to the same standard of protection. Temporary works and shuttering will be established to facilitate a low carbon concrete pour, with measures in place to prevent concrete loss during the process. Concrete will be delivered in small quantities or pumped into place, and joints are filled using a combination of compressive filler board and joint sealant. The typical repair thickness at the face of the wall will be around 100mm, subject to space limitations. The smoother wall face may contribute to improved flow hydraulics. The detail of the construction and specification are shown in JBA Consultancy Detailed Design drawings Construction issue.

1.1.2 Objectives

The key objective of this project will involve completing the construction works to repair the below required condition flood defence. The design solution of a new 55m RC clad system to repair and contain the existing bag work elevation and reinstate the flood bank back to its required standard of protection. This will reduce flood risk to residents and improve the life span of the asset.

In its current condition, there is a danger that the concrete bag work will fail, putting The MacPherson House property at risk and compromising the overall Preston Brook FAS standard of protection. The key objective of this project is thus to repair this Environment Agency flood defence asset.

The project has been developed through options stage, outline and detailed design stages with AmcoGiffen's design partner JBA and working closely with the EA AP, Field and FBG team.

This has subsequently been developed into a detailed design suitable for construction (See ECSC Scope documents for the design).

Under this contract the *Contractor* shall undertake the following construction tasks in relation to the Preston Brook Embankment (Wyke Oliver Road) improvements works.

1.2 Description of the works

The *Client* requires the following scope of works to be undertaken by the *Contractor*.

Pre-Construction Works

Prior to works commencing on site the *Contractor* shall:

- Review the provided Pre-Construction Information (PCI), and if required update the PCI document with any additional information as required;
- Attend the Site to gain an understanding of the Site constraints, specifically with regards access and buildability;
- Undertake an ecological check and vegetation clearance up to commencement on site.
- Before any work commences on the Site, and based on the EAP, the *Contractor* shall provide an ecological toolbox talk to their staff. The talk will identify any ecological constraints and identify any required actions. The *Client's* project team are to be invited to the toolbox talk;
- Application for and management, using all reasonable endeavours, of the application to obtain the Flood Risk Assessment Permit (FRAP) from the Environment Agency for the permanent and temporary works, access elements and for the installation of the new rock armour revetment is covered under a separate contract.
- Complete enabling works / temporary works design and issue a check cert.
- Locate and secure the required long lead procurement items as per specification.
- Liaise with the *Client's* project team and Residential Principal Designer to prepare, develop and gain *Client* approval on:
 - Construction Phase Plan (CPP), Traffic Management Plan, Risk Assessments and Method Statements (RAMS) and Temporary Works.

Construction Works

To deliver the works the *Contractor* shall, in accordance with the *Client* approved Detailed Design, CPP and RAMS:

- Mobilise to the Site and set up the working area, storage area trackway and safety signage (refer to the Site redline boundary and proposed access routes).
- Segregate walkways and maintain access for the live in residents, staff and visitors. Ensure suitable signage and plant routes are established.
- Install access routes with appropriate ground protection and remove and reinstate shed (shed relocated as a whole item, not dismantled and reassembled) on access route.
- Clear vegetation in the localised area to access the revetment (hand removal of bushes / shrubs / low lying vegetation). Protect any land drains, utilities and structures around the residential care home. Relocate the bed plants to the new locations.
- Complete Mcphearson house plant removal from bed and planting in a new bed at the front of the care home.
- Install *Client* accepted temporary works (piped flumes and bagged walls each end, moved throughout the works);
- Install as per the *Client* approved design which includes, removal of top 2 layers of bag work, removal of vegetation on the bag work, herbicide wall, remove concrete bags that are breaking down, disposal of material off site (inert), 55m bag work RC clad, flood bank improvements, joints, flood embankment raising, tie ins, capping, wall

repairs and outfall screen removal. Coping stones, bank fencing and gate. Ensure areas are properly reinstated and seeded.

- Excavate the flood bank to as per drawing and step, surcharge with compacted clay and re grade and topsoil.
- Remove the old screen and dispose off site.
- Reinstatement all access routes and the care home gardens to their original condition. Complete planting, re-establish all fencing, demobilise, remove all materials and reinstate any areas that have been damaged.
- Collate good records of all the works and provide weekly updates to the client.

Post-Construction Works

The *Contractor* shall liaise with the *Client's* project team and CDM Principal Designer, to provide:

- Clearly annotated/marked up drawings, with any deviations from the design captured accordingly to enable the designer to produce 'as constructed' drawings;
- Actual incurred carbon calculations in accordance with the latest *Client* Carbon Tool and criteria;
- Construction information for the CDM Health and Safety File.

A separate electronic folder containing appropriately titled photographs of the works pre-, during and post- construction.

1.3 Contractor's design

1.3.1

- The temporary works design, Check Cert, RAMS and calculations should also be provided to the Principal Designer for acceptance.
- For programming purposes the *Contractor* should allow a minimum 10 days for any *Client* / Principal Designer review e.g. 10 days to review PCI and Design, then further 10 days to review CPP and RAMS.
- Any design provided to the *Client* shall be in both .pdf and AutoCAD .dwg format.

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.

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, within two weeks of entering the site. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

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.

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* 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 *Completion*. 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 *Completion*. 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 contract *Completion*. The *Contractor* is to update the forecast completion date on FastDraft weekly,
- 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 Reporting deliverables to be submitted in alignment to the Clients Exchange Information Requirements (EIR) as identified within the Asset Operation, Maintenance and Response Framework: Schedules (v1 - 4th March 2024).

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: Weymouth Harbour Weather Station

1.8.2 The weather measurements are to be supplied by: [Port-Log: Weymouth Harbour Weather](#) and Met Office.

1.8.3 The *Contractor* shall register with the Environment Agency's Area Flood Warning team before commencing construction. The *Contractor* may arrange regular weather forecast information from the Environment Agency's Flood Warning team. The *Client* is not liable for any consequences if it is unable to provide flood warnings or weather forecasts, or if they prove inaccurate.

1.8.3 Monitor weather and potential levels on the Preston Brook and if a flood is forecast, remove all equipment and materials that may be at risk of damage. The all clear can be issued by the *Contractor* following review of weather and current river levels.

1.8.4 River levels can be monitored on Gauge Map [Latest updates on Storm Franklin | GaugeMap](#)

-Preston Fisher Bridge RL - [Details | GaugeMap](#) – Closest River Jordan with monitoring

River Wey below, but useful information:

-Upwey Gs - [Details | GaugeMap](#)

-Broadwey Gs - [Details | GaugeMap](#)

1.9 Quality Management

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

- None identified

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

- When the blown or broken-down bag work has been removed and repairs made. Prior to installing the shutter.
- Shutter alignment in relation to the banks and radius section.
- Sample section to be completed and poured with the wall shutter and finish.
- FBG visit when the planting is completed to ensure this is satisfactory
- Fencing and alignment to the flood bank.
- Footpath, geotextile, topsoil, seeding before completion.
- Site meeting to review the completed works and client sign off.

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

1.9.4 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.

1.10 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. The *Client* shall also obtain the Habitat Regulations consent and Wildlife and Countryside Act assent for the construction works.

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

- Flood Risk Activity Permit for temporary and permanent 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* will act as Principal 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 N/A

Materials from Excavation and demolition

1.13.2 N/A

1.14 Completion

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

1.14.2 The following criteria must be met for the *works* to be certified as Complete add or amend to the following examples as required for each specific project:

- The full requirements of the scope and drawings must be completed.
- 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.
- All fences that have temporarily been removed for the works should be reinstated in the same condition as found.
- All access routes through the residential care home grounds must be reinstated and any repairs completed.

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
 - RAMS

- COSH
- Materials testing records and certs
- Information on services of structures that have been located.
- Provision of final As-built carbon calculations in accordance with the *Clients* carbon reporting criteria.

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: 2 Weekly

1.16.2 Location: Teams call

1.16.3 Chairperson (who will also take and distribute minutes): *Client*

2. Drawings

Guidance

List the drawings that apply to the contract, these should only detail works to be done. This is not Site Information or location plans. Delete this guidance before issue.

Drawing Number	Revision	Title
ENV0003723C_156-JBAU-00-WO-DR-C-0001-A1-C02-Hazards_Constraints	C02	Hazards_Constraints
ENV0003723C_156-JBAU-00-WO-DR-C-0002-A1-C02-GA_Plan_&_Detail	C02	GA_Plan_&_Detail
ENV0003723C_156-JBAU-00-WO-DR-C-0003-A1-C02-Sections_Detail	C02	Sections_Detail
ENV0003723C_156-JBAU-00-WO-DR-C-0004-A1-C02-Sections_Elevation_Detail	C02	Sections_Elevation_Detail

ENV0003723C_156-JBAU-00-WO-DR-C-0005-A1-C02-Sections_Detail_RC	C02	Sections_Detail_RC
ENV0003723C_156-JBAU-00-WO-SC-C-0001-A1-C02-Bar_Bending_Schedules	C02	Bar_Bending_Schedules
ENV0003723C_156-JBAU-00-WO-SP-C-0001-A1-C02-Buildability_Statement	C02	Buildability_Statement

3. Specifications

Guidance

List the specifications which apply to the contract. Delete this guidance before issue.

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)	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 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) and the Environmental Action Plan (EAP) prior to starting the *works*.
3. No work can be undertaken until all permissions and consents have been obtained, including, but not limited to a FRAP, Habitat Regulations Assessment (HRA).

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to *Contract Administrator*. 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 Contract Administrator.

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

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

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

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

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

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

4.4 Choice of Equipment

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

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

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

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

4.5 Permits

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

5.5.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. The *Client* has, 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

The Compound and works areas should only be commenced and access gained when the appropriate estates notices are in place, condition pictures and records produced, and the client PM has confirmed with the landowner.

4.8 None

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,
- The first issue programme must be baselined on project from the first issue.

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*

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

Guidance

Describe what the <i>Client</i> will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment. Delete this guidance before issue.	
Item	Date by which it will be provided
Site Information	With ECSC
Hazard Map	With ECSC
Fastdraft Access	Within 2 weeks of Contract Award
Services search results Note - the above services information does not remove the Principal Contractor or <i>Contractor's</i> requirement to carry out safe working practices in relation to overhead and underground services.	With ECSC
Access to the site for construction	Prior to site mobilisation

7. Site Information

Existing utilities and services:

BT

LSBUD-230306-28747127

Map Key Gas

SGN

SSEN

Wessex Water

Soils and Ground water:

ACS 22-82483-647788 Report Moisture content Trial Hole 21/04/2022

Wyke Oliver Road Trial Hole Cross Sections 19/05/24

Topo Survey:

JVR-JBAU-00-WO-DR-G-0001-S3-P01 Topographical_Survey

EAP:

ENV0003723C_155-JBAU_00-WO-RP-EN-0002-A1-C02_Wyke_Oliver_EAP

ENV0003723C_155-JBAU_00-WO-RP-EN-0003-S2-P01_Wyke_Oliver_BRP

JVR-JBAU-00-BR-RP-EN-0001-S3-P01_Wyke_Oliver_PEA

Carbon Calculator:

ENV0003723C156_Preston Brook Embankment Wyke Oliver Road_Wessex_FBC-CCv6.1

