

# NEC4 Engineering and Construction Short Contract



Asset Operation, Maintenance and Response Framework

Lot 1 Civil Engineering (Maintain and Construct)

<b>A contract between</b>	<b>The Environment Agency Horizon House Deanery Road Bristol BS1 5AH</b>
<b>And</b>	<b>Stonbury Ltd</b>
<b>For</b>	<b>Replacement of Avon outfall tidal gates and associated infrastructure at Keyhaven, Hampshire.</b>
	<b>Contract Forms</b> <ul style="list-style-type: none"><li>- <b>Contract Data</b></li><li>- <b>The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</b></li><li>- <b>Price List</b></li><li>- <b>Scope</b></li><li>- <b>Site Information</b></li></ul>

# 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		
The <i>works</i> are	Replacement of tidal outfall (4 tidal flaps and one side hung gate fixed to metal frame) and gantry with access ladder. Like-for-like (different materials)	
The <i>site</i> is	See Appendix A for site boundaries.	
The <i>starting date</i> is	17 June 2024	
The <i>completion date</i> is	31 October 2024	
The <i>delay damages</i> are		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 defects date is	52	Weeks after completion
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) <b>does</b> apply		
The <i>Adjudicator</i> is:		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is	-	% per complete week of delay.
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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	The Contract Price
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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>	Replacement Cost.	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
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 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 <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 (including 2023 amendments) and the following additional conditions

<b>Z1.0</b>	<b>Sub-contracting</b>
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.
<b>Z2</b>	<b>Environment Agency as a regulatory authority</b>
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.
<b>Z3</b>	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
<b>Z4</b>	<b>Correctness of Site Information</b>
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.
<b>Z5</b>	<b>The Contracts (Rights of Third Parties) Act 1999</b>
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.
<b>Z6</b>	<b>Design</b>
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.

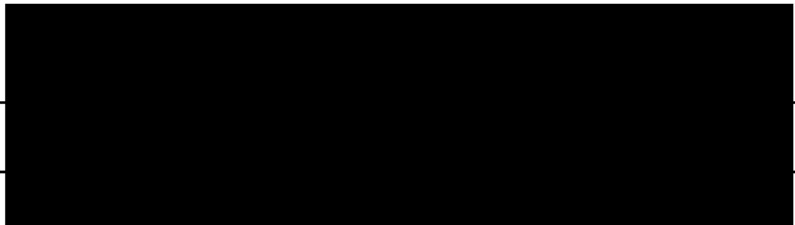



<b>Z7.0</b>	<b>Change to Compensation Events</b>
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and subcontractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
<b>Z8</b>	<b>Framework Agreement</b>
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
<b>Z9</b>	<b>Termination</b>
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>
<b>Z10</b>	<b>Data Protection</b>
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
<b>Z11</b>	<b>Liabilities and Insurance</b>
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
<b>Z12</b>	<b>Packaging</b>
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.
<b>Z110</b>	<b>Inflation</b>
	<p>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.</p> <p>The number of Price Adjustments shall be equal to:</p> <p style="padding-left: 40px;">The number of months between the Completion Date included at the starting date and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p style="padding-left: 40px;">The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p style="padding-left: 40px;">The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>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</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the total of the Prices.</p> <p>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.</p>

# Contract Data

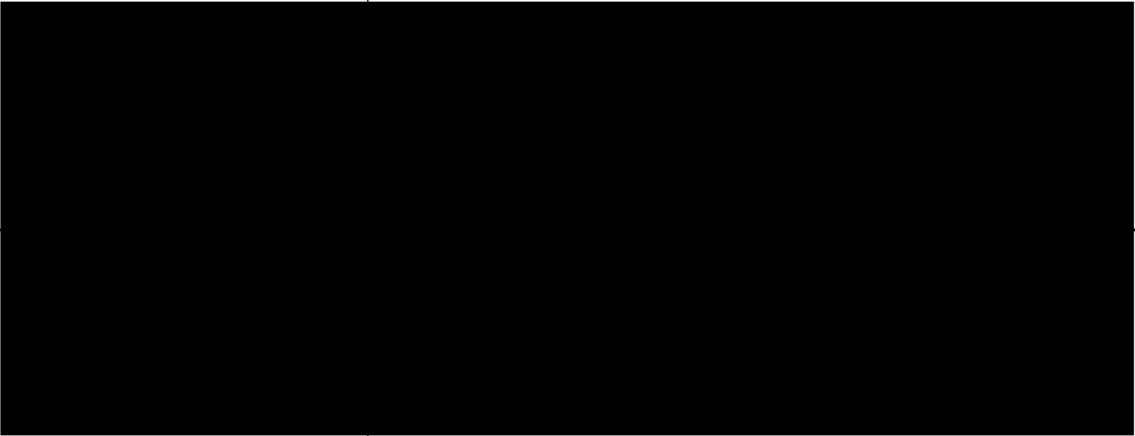
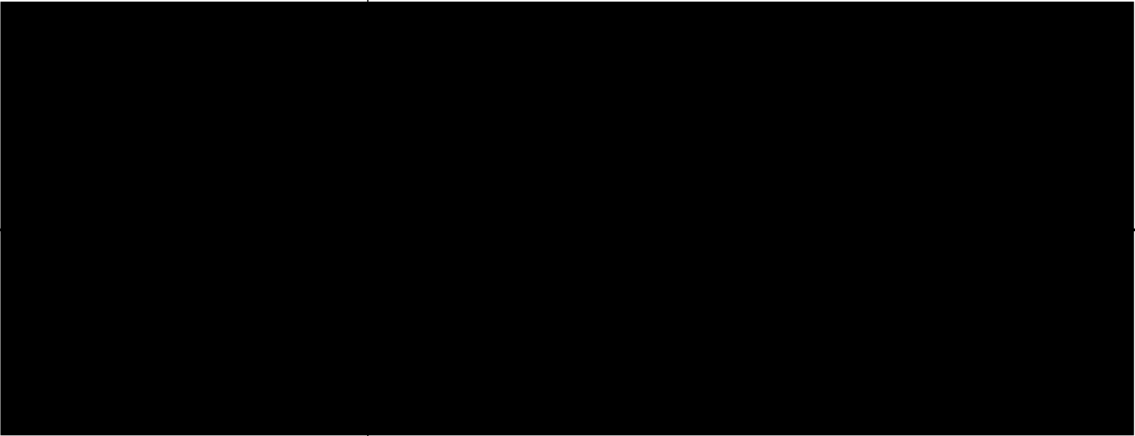
## The Contractor's Contract Data

The *Contractor* completes this section.

	The <i>Contractor</i> is	
Name	Stonbury Ltd	
Address for communications	Chawston House, Chawston Lane, Chawston, Bedfordshire MK44 3BH	
Address for electronic communications		
The <i>fee</i> percentage is		
The <i>people rates</i> are		
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

# 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.		
2.		
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

£189,152.03

**Enter the total of the Prices from the Price List.**

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date



# Price List

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 amount is in the Price Column only: the Unit, Quantity and rate columns being left blank.

Item Number	Description	Unit	Quantity	Rate	Price
1	Mobilisation and demobilisation of Avon Outfall site (including welfare provision throughout the site work in accordance with CDM Regulations 2015)				
2	Pre Works-Dive Survey of the structure, price to include provision of the survey report				
3	Structural calculation of existing outfall framework to receive new tidal flaps.				
4	Project Management (preparation of RAMS, CPP, provision of Carbon tool, provision of Health and Safety file etc)				
5	Material and fabrication cost				
6	Labour cost				
7	Temporary Works (use of drop boards or similar to control flows during the works, access, craneage etc)				
<b>The total of the Prices</b>					£189,152.03

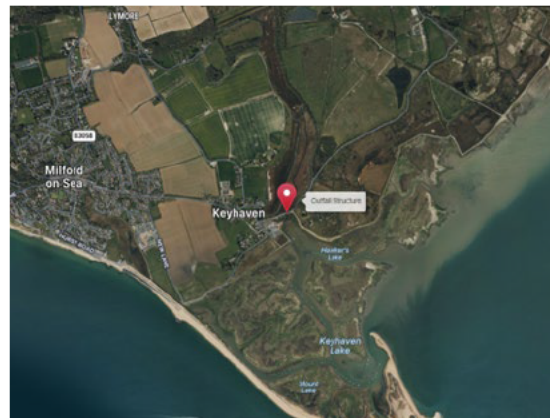
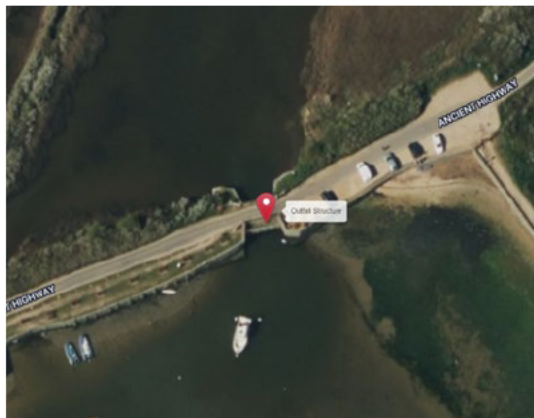
The method and rules used to compile the Price List are:

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

# Scope

## 1. Description of the works

**Figure 1: Site location map. Avon Water, Keyhaven Harbour.**



The *Contractor* is to complete a design for and construction of tidal flaps (4 flaps plus 1 side hung gate) replacement at the Avon Water Outfall, in Keyhaven Harbour, Hampshire. The design shall use materials to reduce the maintenance requirements as far as possible, whilst providing a working life as long as possible within the marine environment. These parameters must be detailed clearly in the proposed design and will need to be accepted by the *Client*.

The work shall be carried out with minimal impact on the environment, with manufacture off site as far as possible to reduce noise, silt disturbance and reduce the risk of oil contamination. The outline methodology of replacement will be provided to the *Client* for review and acceptance, demonstrating measures taken to minimise impacts to the local environment.

The design shall closely copy the existing structure as far as practicable. The structure must fit the existing framework, with minor modification of hinges allowed. The access ladder shall also be replaced as part of the *works*.

## 1.1 Project background

1.1.1 Avon outfall is a tidal barrier between the Solent and River Avon Water. The current structure was installed approximately 20 years ago. Prior to this existing structure, a set of tidal gates were fixed directly on to the road bridge next to the structure. There is a set of drop boards channels on the upstream section of the bridge.

1.1.2 The project main objective is to replace the flaps part of the structure, like-for-like using more robust materials. The main structure will be fabricated and replaced in the near future as a separate project. New flaps should be easily transferable on the new structure. The functions of the new flaps and gate must remain unchanged; four tidal flaps to close immediately on an incoming tide, open on the outgoing tide, one tidal gate that has a delayed closing on the incoming tide and wider opening on the outgoing tide, to improve fish passage.

## 1.2 Description of the works

1.2.1 The *works* are as follows:

- Survey of the existing structure to identify issues below the water line as far as is reasonably practicable. Note that the water line varies with the tide. The weather conditions must be favourable on the day of inspection to maximise the visibility and access (i.e.: no rain, high atmospheric pressure, lowest tidal level on a spring tide). A survey report shall be produced and issued to the *Client*. The report shall include as minimum - photos of the defects, a detailed description of the structure and condition of it including location of defects, drawings of the surveyed structure.
- A design and build of a replacement flaps. Flaps should fit to the existing structure without any significant modifications of the existing frame. The proposed flaps shall work in the same way, the function of the structure must remain unchanged, as previously stated. The *Contractor* shall aim for a design life of all elements of at least 20 years. Design life of each material used must be included in the proposed design, for acceptance by the *Client*. The *Contractor* must use long lasting materials, suitable for marine environment such as non-degradable HDPE or similar materials with the same properties.
- If the new gates hinges will require greasing, the *Contractor* is to provide suitable arrangements for remote greasing from the main deck.
- New side hung gate stopper to be considered. If required, gate stopper to be made of stainless steel or similar and have marine grade rubber end.
- The *Contractor* is to propose any repairs of the existing framework required to maintain structural integrity. The *Client* must review these proposals and agree to the repairs proposed.
- The design and build of a replacement access ladder. The new ladder is to comply with current British and EU standards. The ladder can be double dip galvanized steel or similar. The ladder must have a handrail on one side. Steps should have anti slip properties.
- The *Contractor* to provide details on the materials proposed, to demonstrate environmental suitability and resistance to marine conditions.
- If any temporary works are required, the *Contractor* is to ensure river flows are maintained and fish passage/wildlife passage it's not restricted more than the current structure. The *Contractor* can use the upstream drop boards channels to control the flows. Flood risk to properties during the works must not be increased.
- The *Contractor* must not procure any materials for commence fabrication until the design is signed off by the *Client* as Approved For Construction.



Following completion of the design stage, the design shall be reviewed, and quality assured by the *Client*. The *Contractor* shall allow for the period as stated in Contract Data Part 1 for the *Client* to review the design.

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

### **1.3 Contractor's design**

1.3.1 This is design and build project. The *Contractor* is to design all elements of this project.

### **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. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

1.5.2 The *Client* will arrange for car park closure and road closure for the duration of on-site works.

### **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
- Weekly progress meetings from the *starting date* to completion of the project. 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 of the project. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

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

- highlights the progress achieved since the last programme submission.
- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explains what actions are being implemented to mitigate any delay,
- state the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,

- details any lost days due to weather,
- summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices,
- includes site photos of progress achieved since the previous progress report.

## **1.8 Weather Measurements**

1.8.1 The *Contractor* to check the weather forecast before commencing the works on site. Strong winds, tide surges and high flowing river levels will impact on the works and must be agreed with *Client* before work commences.

## **1.9 Quality Management**

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

- Inspect and test material before delivering it to site for the installation. Details of the quality checks to be shared with the *Client* before agreeing on the start date.

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

- The *Client* to visually inspect materials before delivering to site, this can be done via photos or remote techniques.

1.9.3 Until the *defects date*, the *Client* shall instruct the *Contractor* to search for a defect.

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

1.9.5 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.9.6 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.9.7 The *Client* shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:

- The end of the last defect correction period and
- The date when all notified defects have been corrected.

1.9.8 The *Contractor* and the *Client* may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the *Contractor* and the *Client* are prepared to consider the change, the *Contractor* shall submit a quotation for reduced Prices or an earlier completion date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.9 If the *Contractor* has not corrected a notified defect within its defect correction period, the *Client* shall assess the cost of having the defect corrected by other people and the *Contractor* shall pay this amount.

## **1.10 Consents, Permits and Licenses**

1.10.1 The *Client* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works. These works will be classed as emergency and will not require FRAP.

## **1.11 Health, Safety & Environment**

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

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



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

1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submit 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 *subcontractor*, the Delivery Partner updates the notice on Contracts Finder with details of the successful *subcontractor*.

## **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.

- Full compilation of site works
- Completion of the site inspection on changing tide (low - high) to ensure correct function of all the gates.
- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
  - As-built drawings
  - Maintenance plans
  - Gantry and ladder drawing and calculations
  - Material specification
  - Operational instructions including site training if needed.

## **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](mailto:apinvoices-env-u@gov.sscl.com) and
- [ea\\_invoices-pa@environment-agency.gov.uk](mailto:ea_invoices-pa@environment-agency.gov.uk)

## 1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Weekly, with dates to be set by the *Client*.

1.16.2 Location: Online initially, with on-site meetings as requested by the *Client* or the *Contractor*.

1.16.3 Chairperson (who will also take and distribute minutes): The *Client* will arrange a representative to chair the meeting and take minutes.

## 2. Drawings

Drawing Number	Revision	Title

### 3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	V 12	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
SHEW CoP	V 6	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	
Exchange Information Requirements (EIR)	V3	

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

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to Sam Aiuto. 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 the Contract Administrator, as detailed in the *Contract Data*.

### 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 shall be reported directly to the *Client*.

4.3.11 A key, which must be returned on completion of the works, will be provided as necessary to allow access through the *Client's* gates.

4.3.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.



4.3.13 Seven (7) working days' notice of commencement of works shall be given to the *Client*.

4.3.14 Two (2) working days' notice must be given to the *Client* in advance of completion of the works.

4.3.15 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.

4.3.16 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.

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

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

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

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

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

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

#### **4.4 Choice of Equipment**

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

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

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

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

#### **4.5 Permits**

4.5.1 The *Client* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works. These works will be classed as emergency and will not require FRAP.

4.5.2 If the *Client* requires any permit requests to be delegated to the *Contractor* to apply for, a written request will be issued, and any costs incurred will be covered under a compensation event.

#### **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 vehicle bridge adjacent to the tidal structure has no displayed weight capacity and as such must not be crossed by any HGV until the asset owner has given the structural capacity.

#### **4.8 Pedestrian Access**

4.8.1 The Solent way footpath passes over the access bridge, adjacent to the tidal structure. This is a public right of way and should be maintained as far as is reasonably practicable. If high risk activities are occurring, such as lifting, temporary closure managed through temporary barriers manned by operatives should be considered.

## 5. Requirements for the programme

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

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

Item	Date by which it will be provided
None.	N/A

## 7. Site Information

### The site

Description: The site is in Keyhaven, New Milton, SO41 0TR. The asset being replaced is a tidal control structure with 4 tidal flaps and one tidal gate. A single-track access road leads to the site from Keyhaven Road. The road is tarmac construction. This road is access to a small number of residences and to a small gravel car park north of Keyhaven Harbour. The road also is part of the Solent Way, which is a public right of way. The access road passes over a vehicle bridge which has no weight limit signs. The structure is positioned south of the access road bridge. To the west of the structure, a grass verge exists between the harbour wall and the access road. Along this grass are several benches, some with dedication plaques. The tidal structure is at the merging of the Solent and Avon Water. This site is affected by tide levels in the Solent and river levels from Avon Water. The site is also exposed in windy conditions. The area can be busy with public visitors in summer months. A large tarmac car park is located at the junction of the access road and Keyhaven Road, with public WC facilities. Keyhaven has 2 yacht clubs located there and several other private boats are moored in the harbour. This means public interface both on the access road and on the water. A ferry to Hurst Castle runs from Keyhaven Harbour and can attract more visitors.

### Existing utilities and services

Drawings: Utility Search completed 17/05/2023 for all services. Service search maps will be issued as part of the PCI.

Other information: To be confirmed

### Soils and Ground water

No specific information available.

### Site investigation

No ground investigation completed.

### Site location plans

A site location plan is given in the PCI.

### Health and safety file

Issue details: To be issued by the *Contractor*.

### Access to site

Description: Site access is off Keyhaven Road, onto Lower Pennington Lane.

Limitations: There is a bridge next to the structure that has no weight limit signage.

Access for inspections: A non-standard ladder and access gate allows access onto the gantry walkway on the north side of the tidal structure. This ladder and access gate is on the east side of the structure. Access to the tidal flaps and tidal gate is from the water. Be aware this site is tidal.

### Use of the site

General: The local area is popular with walkers, with pay for parking locations on both sides of the structure. The area is also popular with water-based activities, particularly sailing. The



structure is used to control the tidal levels upstream, to prevent flooding of nearby residences.

Limitations: Overnight use of the site is prohibited due to nearby residences.

### **Surrounding land / building uses**

General: Adjacent and nearby uses are as follows: Keyhaven Sailing Club, Hurst Castle Yacht Club, NFDC car parks, pedestrian using the Solent way footpath.

### **Health and safety hazards**

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

- Moving vehicles
- Water vessel interaction
- Public interaction
- Strong current & tidal changes
- Heavy components
- Electricity supplies
- Gas supplies
- Water supplies
- Risk of drowning
- Sun/wind exposure

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.