NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework
Lot 2 MEICA (Refurbishment and Maintenance)

A contract between	**The Environment Agency** [redacted]
And	**Fairfield Control Systems Limited** [redacted]
For	**EAN Area MEICA Package**
	Contract Forms - **Contract Data** - **The *Contractor's* Offer and *Client's* Acceptance** - **Price List** - **Scope** - **Site Information**

Contract Data

The *Client's* Contract Data

The *Client* is	Environment Agency	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
	The *Contract Administrator* is	
Name	[redacted]	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *works* are	Package of 8 projects including repair / replacement of MEICA elements at selected FCERM assets, as detailed below - 1. Burnham Deepdale West Sluice - Flap valve replacement & access improvements 2. Cley New Cut Outfalls 1 to 4 - Assessment and refurbishment of penstocks 1 to 4 / flap valves 2 & 3 3. Hun Outfall - Flap valve replacement & access improvements 4. Gt Yarmouth, Caister Road Penstock 1&2 – Penstock ~~refurbishment /~~ replacement 5. Costessy Mill Sluice - MCC replacement 6. Gressenhall Mill Bypass Weir – MCC & actuator replacement 7. Cley Tidal Gates – MCC replacement 8. Mardyke sluice - Repair of mitre gate, flap valve and penstock	
The *site* is	There are 8 projects involving ~~20~~ 17 assets located at 8 different *sites* in total. See Site Information for further details.	
The *starting date* is	30 November 2024	
The *completion date* is	31 March 2026	
The *delay damages* are	£365	Per day

The *period* for reply is	2	weeks
The period between completion of the *works* and the *defects date* is		52 weeks

The *defects correction period* is	4	Weeks, except that
The *defects correction period* for	a safety issue for the public	24hrs
The *assessment day* is	the last working day	of each month
The *retention* is	Nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply		
The *Adjudicator* is:		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Engineering and Technology to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	£100,000	
The *Client* provides this insurance	None	

Insurance Table

Event	**Cover**	**Cover provided until**
Loss of or damage to the *works*	1.2x the replacement cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	The *defects date* plus 2 years
The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the *works*	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The *defects date* plus 2 years
The *Adjudicator nominating body* is	The Institution of Engineering and Technology	
The *tribunal* 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 *Contractor* submits the name of each proposed *subcontractor* to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed *subcontractor* until the *Client* has accepted them.
Z1.2	Payment to *subcontractors* and *Delivery Partners* 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 *Client* under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* instruction or variation of the *works* does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as *Client* and is not a compensation event.
Z3	**Confidentiality & Publicity**
Z3.1	The *Contractor* may publicise the *works* only with the *Client's* 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 *Client* but is not warranted correct. The *Contractor* checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5	**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 *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the *works* which the Scope states they are to design.

Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.
Z6.4	The *Contractor* may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7	**Change to Compensation Events**
Z7.1	Delete the text of Clause 60.1(11) and replace by: The *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* and *subcontractors* • 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 *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9	**Termination**
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10	**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 *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack.

Z13	***Contract Administrator***
Z13.1	Under Clause 14.5, the *Client* delegates their actions defined in the contract to the *Contract Administrator* except for: • *Client's* acceptance of the *Contractor's* Offer to Provide the Works • Clause 16 Access to the *site* and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination The *Client* may replace the *Contract Administrator* after they have notified the *Contractor* 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 *starting date* from certified Completion until the *rectification date* the Prices for remaining *works* are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining *works* by adjusting the Prices by the latest CPI rate on the anniversary of the *starting date* published by the Office of National Statistics.~~

Contract Data

The *Contractor's* Contract Data

The *Contractor* completes this section. [Delete this guidance before issue].		
	The *Contractor* is	
Name	Fairfield Control Systems Limited	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	20	%
The *people rates* are	Defined in the AOMR framework submission (Plus below)	
category of person	unit	rate
Commissioning Engineer	Per Hour (0800 to 1600)	£100.00
Site Manager	Per Hour (0800 to 1600)	£97.00
The *published list of Equipment* is		NA
The *percentage for adjustment for Equipment* is		20

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.	[redacted]	Electrical Installation Works
2.	[redacted]	Specialist water control equipment supply
3.	[redacted]	Provision of specialist in water engineering support
4.	[redacted]	Provision of Ecological surveys

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	**£1,085,460.78**
	Enter the total of the Prices from the Price List.
Signed on behalf of the *Contractor*	
Name	[redacted]
Position	[redacted]
Signa	[redacted]
Date	11/12/2024
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client* [signatory in accordance with FSOD requirements]	
Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	16 / 12 / 24

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 2 Pricing Workbook. The detailed price breakdown reference is in ~~EAN ABRC – AOMR activity Schedule Costing Sheet – Rev A.xls~~. EAFEA0001 - ABRC MEICA EAN Package – Activity Schedule – A01.

Ref	Description	Sub total
1	Burnham Deepdale West Sluice - Flap valve replacement & access improvements	£90,860.78
2	Cley New Cut Outfalls 1 to 4 - Assessment and refurbishment of penstocks / flap valves 2 & 3	£249,239.86
3	Hun Outfall - Flap valve replacement & access improvements	£108,201.60
4	Gt Yarmouth, Caister Road Penstock 1&2 – Penstock replacement	£45,878.18
5	Costessy Mill Sluice - MCC replacement	£119,254.73
6	Gressenhall Mill Bypass Weir – MCC & actuator replacement	£119,442.34
7	Cley Tidal Gates – MCC replacement	£121,960.11
8	Mardyke sluice - Repair of mitre gate, flap valve and penstock	£77,676.62
~~9~~	~~Gt Yarmouth, Caister Road, penstock refurbishment in lieu of replacement (2 nr)~~	
10	Mardyke weight box refurbishment	£22,200.00
11	Mardyke winch mechanisms ~~(2 nr)~~	£2700.00
12	Project Management	£128,049.56
	The total of the Prices	**£1,085460.78**

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 Background to the project

The EAN Area MEICA package is one element of the Eastern MEICA Sub-programme 1. This sub-programme is comprised of projects where FCERM assets have been deemed 'approaching below required condition', as a consequence of failed, or failing, MEICA components. The sub-programme is one of twenty sub-programmes that fall under the Assets Below Required Condition (ABRC) Programme, which is focused on returning assets to the required condition. The EAN Area MEICA package includes detailed design and then repair / installation work at 8 sites involving 12 assets in total.

1.1.2 Overall project objectives

The projects within the EAN Area MEICA Package have two objectives -

1. To restore the assets to the required condition as cost effectively, and sustainably, as possible, thus restoring flood defence capability in the localities.
2. To negate the reputational risk to the *Client* from future flooding attributable, at least in part, to the likelihood of further failure at the assets.

1.1.3 Contract specific objectives

The contract specific objectives for the EAN Area MEICA Package are -

1. Design, and secure *Client* approval for, cost effective solutions that align with each User Requirement Specification (URS), and the current MEICA specifications.
2. Conduct appropriate screening to fully comprehend the environmental sensitivities, and to submit the necessary applications for all permits / permissions / consents / licenses, as deemed necessary to satisfy the *Client's* legal obligations.
3. Develop, and secure *Client* approval for, appropriate construction methodologies, risk assessments, and programmes to ensure that the construction phase will be implemented in accordance with the *Client's* legal obligations, delivery expectations, and known constraints.
4. Implement the construction work necessary to deliver the approved designs, in compliance with the requirements detailed in the current SHEW CoP, and as per the requirements of each URS, inclusive of the current MEICA specifications, and this scope.

1.2 Description of the *works*

1.2.1 The *works* are described in detail within the following User Requirement Specifications (URS), which form an integral part of this scope:

Burnham Deepdale West URS - Rev4.docx (sharepoint.com)

Caister Road Penstocks URS - Rev3.docx (sharepoint.com)

Cley New Cut Outfall URS - Rev6.docx (sharepoint.com)

Cley Tidal Gates URS - Rev4.docx (sharepoint.com)

Costessey Mill Sluice URS - Rev5.docx (sharepoint.com)

Gressenhall Mill Bypass URS - Rev4.docx (sharepoint.com)

Hun Outfall URS - Rev7.docx (sharepoint.com)

Mardyke Sluice URS - FINAL v2 - Rev9.odt (sharepoint.com)

The document 'EAN MEICA Package - LIT 58946_C24744 - ITT clarification log v9 10-07-2024' includes all clarifications during the tender period and should be referred to as part of the contract documents.

The EAN Area MEICA Package consists of projects involving various types of tidal and fluvial FCERM assets, distributed within the East Anglin Area (EAN, hereafter), specifically in Essex and Norfolk. The assets provide varied standards of protection for properties in the localities against possible future flood events. The structures consist of sluices, weirs, penstocks etc. The age and evident deterioration in MECIA components at these FCERM assets is such that there is a substantial risk that they will not perform as required during future flood events.

As the preferred remedial solutions are already agreed, as an outline, this commission is to conduct detailed design and then to implement the construction phase to deliver said designs so as to bring the assets back to their intended standard of service as quickly as possible. The intention is not to improve the standard of service at the assets, nor to adapt them for climate change readiness.

This scope is limited to the EAN Area MEICA package, as listed below –

1. Burnham Deepdale West Sluice - Flap valve replacement & access improvements

2. Cley New Cut Outfalls 1 to 4 - Assessment and refurbishment of penstocks / flap valves (2 & 3)

3. Hun Outfall - Flap valve replacement & access improvements

4. Gt Yarmouth, Caister Road Penstock 1&2 – Penstock ~~refurbishment /~~ replacement

5. Costessy Mill Sluice - MCC replacement

6. Gressenhall Mill Bypass Weir – MCC & actuator replacement

7. Cley Tidal Gates – MCC replacement

8. Mardyke sluice - Repair of mitre gate, flap valve and penstock, weight box refurbishment and winch refurbishment

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

1.3 *Contractor's* design

1.3.1 The *Contractor* is required to design the *works*, including temporary *works*, necessary to implement each URS listed above, and to submit this to the *Client* for acceptance.

1.3.2 The *Contractor* shall ensure the designs are compliant with all relevant guidance and legislation, and minimise long-term asset management and maintenance costs. The designs

shall be limited to that which is required to implement the repairs / tasks detailed in each URS listed above.

1.3.3 The *Contractor* shall be responsible for ensuring the designs are acceptable to the *Client*, gain necessary approvals, and be acceptable to statutory stakeholders.

1.3.4 In undertaking the *Contractor*'s design the *Contractor* shall be responsible for provision of detailed design drawings, and other drawings including those in respect of necessary temporary *works*.

1.3.5 The *Contractor* shall demonstrate application of principles of prevention in relation to Health and Safety implications of the design for construction, operation, maintenance and use of the completed structures including:

- Preparation of Designer's Risk Assessments,
- Identifying significant SHE information on all drawings,
- Producing buildability statements for each design element,
- Applying the Environment Agency's Designer RAG List.
- Provision of information requested by the CDM Principal Designer including assessment of competence.

1.3.6 The *Contractor*'s design submission shall be in accordance with the accepted programme, and shall be submitted via Asite. The *Client* shall respond within 2 weeks of receipt.

1.3.7 In advance of *Client* acceptance the design submission shall be issued to the Principal Designer. The *Client* shall not accept the design until the Principal Designer is satisfied that the requirements of the CDM Regulations have been complied with, and until the Senior User is satisfied that the design meets the requirements of the URS.

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.

1.6 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, such as, but not limited to, sub-contractors.

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 combined progress / commercial meetings from the *starting date* to the *completion date*, supplemented by monthly 'check in' meetings. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.
- Risk workshops as requested by the *Client.*
- Early Warning meetings as instructed by either Party.

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

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

1.7.4 The contractor shall submit finalised deliverables specified within this scope and / or each URS, in accordance with the Employer's Information Requirements (EIR).

1.8 Weather Measurements

Not used

~~1.8.1 The place where weather is to be recorded is: [INSERT location]~~

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

1.9 Quality Management

1.9.1 The *Contractor* shall carry out tests and inspections, as detailed within each URS.

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

- Environmental Permit (known as a FRAP), or exemption
- Works in proximity to a listed building
- European Protected Species License
- SSSI Ascent
- HRA Consent
- Planning Permission or confirmation of permitted development
- MMO Licence or Exemption

Advice has already been sought from the *Client's* NEAS, FBG, and Partnerships & Strategic Overview (P&SO) teams, as detailed within the MEICA Sub-programme Master Tracker spreadsheet Eastern MEICA Sub-programme 1 Master Spreadsheet .xlsx (sharepoint.com) The *Contractor* will need to account for this information in any assessments / applications deemed necessary. Further advice may need to be sought, as the Contractor deems appropriate, such as from the *Client's* National Permitting Service.

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* 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* shall assess the environmental sensitivity at each site, and then develop / implement a proportionate Environmental Action Plan (EAP), as relevant to each site referenced in each URS. The EAP will need to account for any controls prescribed within the consents / permits / licences, as detailed in section 1.10. The EAP will need to be updated by the *Contractor*, as necessary, until Completion, and submitted to the *Client* for acceptance, at least two weeks before works are due to commence on site.

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.

1.12.2 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.

1.12.3 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

1.13.1 All Plant and Material procured under this contract must be marked as "The property of the Environment Agency" irrespective of where they are stored. All markings shall be to the satisfaction of the *Client*. The *Contractor* is to notify the *Client* a minimum of 48 hours prior to the requirement for inspecting the marked items.

1.13.2 If required by the *Client*, stored Plant and Materials shall be titled (vested) in the name of 'The Environment Agency' and Title Certificates provided for all the Plant and Materials stored. The format and wording of the title certificate shall require approval by the *Client* prior to vesting taking place. The titling (vesting) shall include for insurance of the Plant and Materials against loss and/or damage. It is not guaranteed that the *Client* shall vest Plant and Materials in connection with the *works*.

1.13.3 The store shall be secure, dry and undercover with all the Plant and Materials protected from the elements. Sufficient heating shall be provided to keep the Plant and Materials free from deterioration and condensation.

1.13.4 Titled Plant and Materials shall be placed in a separate designated area at the store and clearly labelled as being the property of The Environment Agency. A copy of the Title Certificate shall also be clearly displayed. Where this is not practicable an alternative means of confirming title shall be agreed with the *Client*.

1.13.5 The *Contractor* shall ensure that all of their personal mechanical and electrical plant / equipment be clearly marked together with that hired or rented from other suppliers.

1.13.6 Reference tags shall be provided for all cables, pipework and structures provided as part of these works.

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:

- All construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- All site perimeter fencing, temporary works, welfare, materials storage and waste must be removed from site.

1.14.3 The following are absolute requirements for Completion to be certified:

- 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

- Specific deliverables specified in each URS

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 *Client's* 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.

[redacted]

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Monthly full site progress meetings. Two weekly 'check in' meetings

1.16.2 Location: TEAMS

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

2. Drawings

Drawing Number	Revision	Title
-	-	See this folder Pre Construction Information (PCI)

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	~~V 13~~ V12 DT 30/12/2021	

Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
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)	V3	
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)	V4	
MEICA Management - Low voltage electrical equipment (LIT 13129)	V5	
AOMR Technical Specifications – Lot 2 – MEICA Refurbishment and Maintenance	V 1	
Lot 2 – MEICA Specification	V1.7	
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V6	

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 ECC PM**.** 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 via the *Client's* contract management tool to ECC PM**.**

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, and the EAP, ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

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

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

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

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

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

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

4.3.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

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

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

another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.

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

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

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

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

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

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

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

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

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

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

4.4 Choice of Equipment

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

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

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

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

4.5 Permits

4.5.1 Some of the *works* will require the *Contractor* to obtain a Flood Risk Activity Permit (FRAP) from the Environment Agency.

4.5.2 The *Contractor* shall be responsible for obtaining the necessary FRAPS. 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. Please be aware the Permitting process can take eight (12) weeks from receipt of payment. The need for permits is to be discussed with *Client's* Project Manager prior to applying for permits. Based on the current available information those sites where FRAP's will be required are listed within the MEICA Sub-programme Master Tracker spreadsheet Eastern MEICA Sub-programme 1 Master Spreadsheet .xlsx (sharepoint.com)

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 Some of the sites are located in environmental sensitive areas and will feature the presence of protected species. The *Contractor* will need to assess these sensitivities, and apply the appropriate mitigation, and act in accordance with any restrictions imposed within the permits / licences / consents / ascents, that have been applied for, and the EAP. The known and likely environmental sensitivities are listed within the MEICA Sub-programme Master Tracker spreadsheet Eastern MEICA Sub-programme 1 Master Spreadsheet .xlsx (sharepoint.com), but these will to need to confirmed.

4.8 Working Windows

4.8.1 The *Contractor* will need to account for the working windows of opportunity, as prescribed by the statutory undertakers in any consents / ascents / permits / licences. Some of the sites are located where the working windows are likely to be constrained to February/March, and September/October. The expected constraints on working times are listed within the MEICA Sub-programme Master Tracker spreadsheet Eastern MEICA Sub-programme 1 Master Spreadsheet .xlsx (sharepoint.com), but these will need to confirmed.

5. Requirements for the programme

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

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

5.3 The *Contractor* shall show on each programme submitted for acceptance:

- the *starting date* and Completion Date
- the critical path
- the dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works
- the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
- lead in periods for materials and sub-contractors,
- the order and timing of the work of the *Client* and others required for the *Contractor* to provide the *works,*
- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract,

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- The *Contractor's* plans which it shows are not practicable
- It does not represent the *Contractor's* plans realistically or
- It does not comply with the Scope

5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1)

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

5.6 The *Contractor* shall show on each revised programme:

- The actual progress achieved on each operation and its effect upon the timing of the remaining work
- How the *Contractor* plans to deal with any delays and to correct notified Defects and
- Any other changes which the *Contractor* proposed to make to the Accepted Programme

5.7 The *Contractor* shall submit a revised programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to and, in any case,
- At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*

From	To	Interval
Starting date	Completion	1 month

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

Item	**Date by which it will be provided**
ASite Access	30th November 2024
MEICA Sub-programme SharePoint Access	30th November 2024
Fastdraft Access	30th November 2024

7. Site Information

The site

Description: Within the package there are 8 projects involving 20 assets located at 8 different sites in total. The projects include repair / replacement of MEICA elements at the selected FCERM assets, as detailed below -

1. Burnham Deepdale West Sluice - Flap valve replacement & access improvements
2. Cley New Cut Outfalls 1 to 4 - Assessment and refurbishment of penstocks / flap valves
3. Hun Outfall - Flap valve replacement & access improvements
4. Gt Yarmouth, Caister Road Penstock 1&2 – Penstock refurbishment / replacement
5. Costessy Mill Sluice - MCC replacement
6. Gressenhall Mill Bypass Weir – MCC & actuator replacement

7. Cley Tidal Gates – MCC replacement

8. Mardyke sluice - Repair of mitre gate, flap valve and penstock

The site information is detailed within the MEICA Sub-programme Master Tracker spreadsheet Eastern MEICA Sub-programme 1 Master Spreadsheet .xlsx (sharepoint.com) , as well as the Preconstruction Information (PCI), and various other supporting documents including outline proposals (FBC pricing packs) produced by the *Client's* Early Supplier Engagement *Contractor*, which can all be accessed via this folder Assets Below Recommended Condition (ABRC) - ESE Stage FBC Pricing Packs - All Documents (sharepoint.com)

Existing utilities and services

Searches: The *Client* will supply within two weeks upon request, following *starting date*.

Other information: See PCI supplementary documents in this folder Pre Construction Information (PCI)

Soils and Ground water

Information: NA

Site investigation

Report: NA

Site location plans

Issue details: See URS documents in this folder Assets Below Recommended Condition (ABRC) - URS - All Documents (sharepoint.com)

Health and safety file

Issue details: See H&S files, where available, in this folder Pre Construction Information (PCI)

Access to site

Description: See PCI supplementary documents in this folder Pre Construction Information (PCI)

Limitations: See PCI supplementary documents in this folder Pre Construction Information (PCI)

Access for inspections: See PCI supplementary documents in this folder Pre Construction Information (PCI)

Use of the site

General: See URS documents in this folder Assets Below Recommended Condition (ABRC) - URS - All Documents (sharepoint.com)

Limitations: NA

Surrounding land / building uses

General: See URS documents in this folder Assets Below Recommended Condition (ABRC) - URS - All Documents (sharepoint.com)

Health and safety hazards

General: The nature and condition of the site / building cannot be fully and certainly ascertained before it is opened up. Please refer to the PCI's, URS's, H&S files (where available), and other documents within this folder Pre Construction Information (PCI) in regard to known hazards that are or may be present.

Information: The accuracy and sufficiency of this information is not guaranteed. The *Contractor* will need to ascertain if any additional information is required to ensure the safety of all persons and the *works*.

Site staff: Any areas of contamination may be highlighted in the PCI's, URS's, H&S files (where available), and other documents within this folder Pre Construction Information (PCI). The *Contractor* will need to take appropriate precautionary measures, where contamination is present or suspected.