

# 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<br/>Horizon House<br/>Deandery Road<br/>Bristol<br/>BS1 5AH</b>   |
| <b>And</b>                | <b>Corserv Solutions Ltd. T/A Cormac Solutions</b>  |
| <b>For</b>                | <b>IM &amp; Rec – Direct Award – CORMAC – Package 3</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 [relevant Project Manager]                 | Adam.marsh@environment-agency.gov.uk                                  |         |
|  | The <i>Contract Administrator</i> is                                  |         |
| Name   | TBC   |         |
| Address for communications   | TBC   |         |
| Address for electronic communications  | TBC   |         |
| The <i>works</i> are   | New Mills Gabion Basket – See SPP                                     |         |
| The <i>site</i> is   | New Mills Gabion Basket – See SPP                                     |         |
| The <i>starting date</i> is  | 19 <sup>th</sup> August 2024  |         |
| The <i>completion date</i> is  | 29 <sup>th</sup> August 2025  |         |
| The <i>delay damages</i> are   | £60   | 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   | Emergency/Urgent situations | Within 3 days      |
| 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: Institution of Civil Engineers  |                             |                    |
| 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.   |
| Insert a rate only if a rate less than 0.5% per week of delay has been agreed.   |  |   |
| For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to   | £100,000   |   |
| The <i>Client</i> provides this insurance  | None   |   |
| Insurance Table  |  |   |
| Event  | Cover  | Cover provided until  |
| Loss of or damage to the <i>works</i>  | 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 <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 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 and the following additional conditions

|           |  |
|-----------|--|
| <b>Z1</b> | <b>Sub-contracting</b>   |
| 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 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       | <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       | The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.   |
| <b>Z7</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 <i>subcontractors</i></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>Z13</b>  | <b>Contract Administrator</b>  |
| 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"> <li>• <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works</li> <li>• Clause 16 Access to the <i>site</i> and provision of services</li> <li>• Clause 51 Payment</li> <li>• Clause 82 Recovery of Cost</li> <li>• Clause 83 Insurance</li> <li>• Clause 90 Termination</li> </ul> <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>  |
| <b>Z110</b> | <b>Inflation</b>   |
| <b>Z110</b> | <p>Inflation</p> <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>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>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>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.</p> <p>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 <i>Contractor</i> is   |  |
| Name  | <b>Corserv Solutions Ltd. T/A Cormac Solutions</b>   |  |
| Address for communications                            | Western Group Centre,<br>Radnor Road<br>Scorrier, Redruth<br>Cornwall,<br>TR16 5EH                           |  |
| Address for electronic communications                 | <a href="mailto:andrew.smith@cormacltd.co.uk">andrew.smith@cormacltd.co.uk</a>                               |  |
| The <i>fee</i> percentage is                          | 2.5  | %  |
| The <i>people rates</i> are                           | *Refer to Cormac Price Schedule 'T1 – People' and 'T1a – People Operation & Respons' tabs/ Y1 rate per hour* |  |
| category of person                                    | unit   | rate   |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
| The <i>published list of Equipment</i> is             |  | *Refer to Cormac Price Schedule 'T2 – Equipment List' tab* |
| 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. | Form of Contract:                          |                           |
| 2. | Form of Contract:                          |                           |
| 3. | Form of Contract:                          |                           |
| 4. | Form of Contract:                          |                           |

# Contract Data

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

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the  
Prices is

£70,107.47

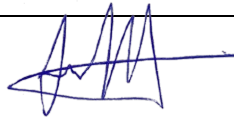
**Enter the total of the Prices from the Price List.**

Signed on behalf of the *Contractor*

Name Jay Durber

Position Head of Contracting

Signature



Date 22-8-24

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

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

Name Nic Rowlinson

Position Project Executive

Signature

*Nic Rowlinson*

Date 23/8/24

# Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

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

| Item Number             | Description   | Unit | Quantity | Rate       | Price      |
|-------------------------|---|------|----------|------------|------------|
|                         | New Mills Phase 1   | Sum  | 1        | £7,511.41  | £7,511.41  |
|                         | New Mills Phase 2 (Indicative subject to completion of Phase 1) | Sum  | 1        | £62,596.06 | £62,596.06 |
|                         |   |      |          |            |            |
|                         |   |      |          |            |            |
|                         |   |      |          |            |            |
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|                         |   |      |          |            |            |
|                         |   |      |          |            |            |
|                         |   |      |          |            |            |
|                         |   |      |          |            |            |
| The total of the Prices |   |      |          | £70,107.47 |            |

# Scope

## Guidance

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention. Please refer to NEC4 Engineering and Construction Short Contract clause 11.2(15). Delete this guidance before issue.

## 1. Description of the works

### 1.1 Project background

1.1.1 This project is part of a wider IM & Rec programme. A site specific pack (SSP) has been provided for the site. The site is as follows:

- New Mills Gabion Baskets

Please refer to individual SSP for background, project objectives and specific objectives.

### 1.2 Description of the works

1.2.1 The *works* are detailed within each individual project SSP.

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

### 1.3 Contractor's design

1.3.1 Any *Contractor* design required is stated within the individual project SSP.

### 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. Refer to individual project SSP's for any requirements.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. Refer to individual project SSP's for any requirements.

## 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 date*. 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 date*. 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.

1.7.4 Deliverables are as per those stated in the individual project SSPs.

## 1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: Nearest weather station to construction site. Site location as detailed in individual project SSP's.

1.8.2 The weather measurements are to be supplied by: Met office

## 1.9 Quality Management

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

- Refer to individual project SSP's.

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

- Refer to individual project SSP's.

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. Refer to individual project SSP's for site specific details.

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:

- Refer to individual project SSP's for site specific details.

## **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. Consider interface with other contractors.

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

#### Guidance

State the requirements for marking Equipment, Plant and Materials which are outside the Working Areas by the *Client*, for payment and transfer of title to the *Client*. The Scope should state which items are to be prepared for marking, and how this is to be done. Identify any tests which must be passed before items are accepted for marking.

The Scope should state which materials arising from excavation and demolitions the *Contractor* has title to.

#### Marking

1.13.1 Refer to individual project SSP's for site specific details.

#### Materials from Excavation and demolition

1.13.2 Refer to individual project SSP's for site specific details.

### 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 hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- 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.
- Any other *works* stated within the individual project SSP's

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
- Any other items specifically stated within the individual project SSP's

## 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: 1 meeting a week

1.16.2 Location: Site or MS Teams meeting

1.16.3 Chairperson (who will also take and distribute minutes): ECC PM (to be appointed)

## 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 |
|--|----------|-------|
| Refer to individual project SSP's for site specific details. |          |       |
|  |          |       |
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### 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)                  | 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 **TBC**. 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 **TBC**.

### 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.

4.5.2 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 Refer to individual project SSP's for site specific details.

## 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,
- Refer to individual project SSP's for site specific details.

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 |
|-------------------------------|-------------------------------|----------|
| <i>Starting date</i>          | Start of establishment period | 1 month  |
| Start of establishment period | End of establishment period   | 3 months |
| Start of maintenance          | Completion                    | Annual   |

5.8 Refer to individual project SSP's for site specific details.

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

### Guidance

Describe what the *Client* 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 Specific Packs and associated appendices) | 1 <sup>st</sup> June 2024         |
| Fastdraft Access                               |                                   |
|  |                                   |
|  |                                   |
|  |                                   |

## 7. Site Information

### The site

Description: Refer to individual project SSP's for site specific details.

### Existing utilities and services

Drawings: Refer to individual project SSP's for site specific details.

Other information: Refer to individual project SSP's for site specific details.

### Soils and Ground water

Information: Refer to individual project SSP's for site specific details.

### Site investigation

Report: Refer to individual project SSP's for site specific details.

### Site location plans

Issue details: Refer to individual project SSP's for site specific details.

### Health and safety file

Issue details: Refer to individual project SSP's for site specific details.

### Access to site

Description: Refer to individual project SSP's for site specific details.

Limitations: Refer to individual project SSP's for site specific details.

Access for inspections: Refer to individual project SSP's for site specific details.

### Use of the site

General: Refer to individual project SSP's for site specific details.

Limitations: Refer to individual project SSP's for site specific details.

### Surrounding land / building uses

General: Adjacent and nearby uses are as follows: Refer to individual project SSP's for site specific details.

### Health and safety hazards

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

- Refer to individual project SSP's for site specific details.

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.