



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)
V 1.1	Reversion to Bidder pack version
V 1.2	Amendment to include guidance from go live template, updated reference documents, corrected x8 and Z110 and pre-population of fields where possible

NEC4 Engineering and Construction Short Contract

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

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Fairfield Control Systems Limited
For	Milford Dam, Milford on Sea – Control Room Works
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Refurbishment of Milford Dam Control System	
The <i>site</i> is	as indicated by the site boundaries in Appendix A.	
The <i>starting date</i> is	20 December 2025	
The <i>completion date</i> is	29 May 2026	
The <i>delay damages</i> are	£145.94	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is:		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5%	per complete week of delay.
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	
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 defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum £2,000,000 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	

The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions	
Z1.0	Subcontracting
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the 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 <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	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.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them

Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	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.
Z110	Inflation 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. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Average Weekly Earnings index (Construction)(AWE) 1-month rate] The Average Weekly Earnings index (Construction)(AWE) 1-month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the total of the Prices. 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.

Contract Data

The Contractor's Contract Data

The Contractor is		
Name	Fairfield Control Systems Limited	
Address for communications	Randall Parkway Retford DN22 7WF	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are	As per AOMR Framework Lot 2 Pricing Workbook	
category of person	unit	rate
[REDACTED]		
[REDACTED]		
The published list of Equipment is		N/A
The percentage for adjustment for Equipment is		[REDACTED]

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 £74,657.12

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 18/12/2025 /

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 18/12/2025

Price List

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

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

Item No.	Description	Unit	Quantity	Rate	Price
1	Project Management of Milford Dam job (preparation of RAMS, CPP, provision of Health and Safety file, etc)				
2	Review of existing documents such as URS, AKA, as built drawings and any other electrical records and operational manuals.				
3	Produce a detailed design based on URS requirements.				
4	Mobilisation and demobilisation of Milford Dam job (including site welfare provision throughout the site work in accordance with CDM Regulations 2015)				
5	On site installation of Milford job (including subcontractors' cost if applicable)				
The total of the Prices					£74,657.12

The method and rules used to compile the Price List are

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

Scope

1. Description of the works

1.1 Project Background

1. The Danes Stream is a small watercourse flowing through the coastal town of Milford-on-Sea. Its lower reach is tidally influenced, with the tidal reach extending up to the High Street Bridge during very high winter tides. The flows in the upper reach of the watercourse are controlled by Milford Dam.
2. The site was constructed and commissioned in 1997. There have been some modifications since then, but much of the equipment remains original.

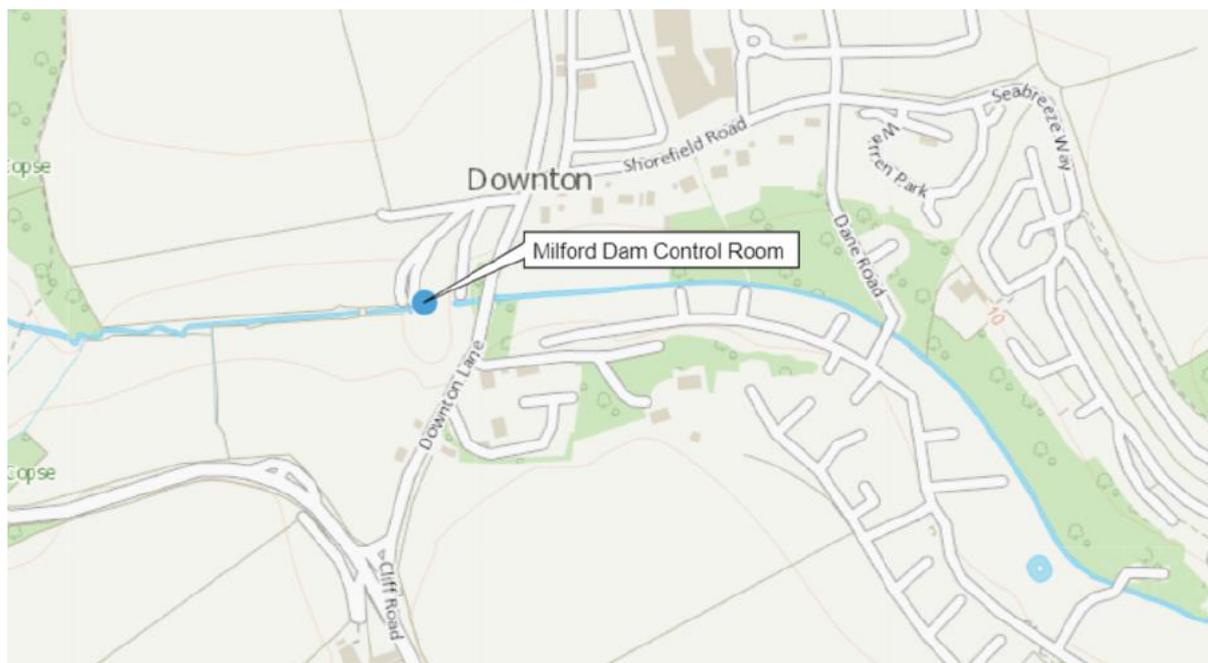
1.2 Project Objectives

The *Contractor* shall prepare the design to upgrade the control room in accordance with the User Requirement Specification (URS). The *Contractor* shall also deliver the works within the 2025/26 financial year and carry out site commissioning to ensure correct functionality.

1.3 Site Access

The *site* can be accessed from Downton Lane, Milford-on-Sea. There is a purpose-built access track leading to a small car park adjacent to the control room.

1. Map showing the location of Milford Dam. Map grid reference: SZ 26843 92778



2. Photos showing the main chamber of the control room.



1. Scope of Works

1.1 Design & Delivery

1. The *Contractor* shall prepare a design in accordance with the User Requirement Specification (URS).
2. The *Contractor* shall present drawings and detailed arrangements of the proposed equipment for the *Client's* approval.
3. The *Contractor* shall utilise existing site survey data, as-built drawings, and previous records to support the design process.
4. The design shall include all necessary load calculations to ensure correct functionality of the whole site.
5. The design shall include full material specifications.
6. The design shall comply with all relevant environmental, EA technical, and safety standards, as well as applicable UK regulations, and relevant British, European, and industry standards.
7. The *Contractor* shall prepare all required Health and Safety documentation for the construction phase in accordance with the CDM Regulations. This shall include (but not be limited to) the Construction Phase Plan (CPP), Risk Assessments and Method Statements (RAMS), and the Health and Safety File. The Health and Safety documentation shall also include copies of the maintenance specifications, manufacturer's specifications, updated electrical diagrams, and any other information that will assist with future maintenance and repairs.
8. The *works* shall be managed in accordance with the SHEW Code of Practice (CoP) and CDM Regulations.
9. The *Contractor* shall provide on-site training for Environment Agency (EA) personnel operating the site during SAT Testing.
10. The *Contractor* shall commission the site and demonstrate that all elements are functioning as designed and in accordance with the requirements of the URS.

1.3 Approvals

1. Upon completion of the detailed design, the *Contractor* shall prepare and submit all design documents for *Client's* acceptance.

1.4 Environmental, Operational & Material Considerations

1. All works shall minimise environmental impact and include measures to prevent contamination (e.g. oil, sediment).
2. The *Contractor* shall submit a detailed methodology (to be approved by *the Client*) showing how environmental impacts will be mitigated.
3. The *Contractor* shall consider use of materials with lower carbon footprint, and account for transportation emissions.
4. Wherever feasible, *the Contractor* shall source materials locally and use recycled or reclaimed materials.
5. The *Contractor* shall prepare the construction methodology to avoid adverse environmental impacts.

1.6 Waste Management

- The *Contractor* shall responsibly manage disposal of all waste generated.
- Unless otherwise agreed, all waste shall be removed from site.
- Where feasible, waste materials shall be recycled or reused.

1.7 Site Security & Coordination

- The *site* shall remain secure at all times (fencing, signage, access control).
- The *Contractor* shall coordinate with the Environment Agency and all relevant stakeholders.

1.8 Surveys & Methods for Surveys

- Any site surveys shall be carried out with a detailed method statement to *the Client* for approval.

1.9 Flood Risk & Safety

- The works shall not increase flood risk from any source (upstream, downstream, surface runoff, groundwater).

1.2 Description of the works

1.2.1 The *works* are as follows. The *Contractor* shall deliver:

- Provision of all materials required as specified in URS. (including site measurements)
- No procurement of materials or commencement of work may take place until the design has been formally accepted by the *Client*.
- On site installation of specified in URS

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.

1.3 Contractor's design

1.3.1 The *Contractor* is responsible for undertaking all design elements for the *works*, the *Client* will free issue the equipment as specified in 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.

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 up to 1 hour from the *starting date* to completion of the project via MS Teams. The *Client* confirms the date of these meetings. The *Client* chairs and records these meetings.
- 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 progress meeting monthly. 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. Prolonged wet weather may 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 These works will be classed as non-FRAP activity.

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) which will be provided by the EA as part of the PCI.

1.11.6 The *Contractor* shall carry out checks of existing service records provided by the *Client*, and undertake service searches to identify underground and overhead services within the Site. The

Contractor shall update these searches as necessary throughout the duration of the works to reflect any changes or newly identified services.

The *Contractor* shall notify the *Client's* Project Manager of any discrepancies, omissions, or newly discovered services and take reasonable steps to avoid damage to such services during the execution of the works.

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 subcontracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a subcontract 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 completion of site works
- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
 - As-built drawings
 - Maintenance plans (where required)
 - Material specification
 - Calculations

1.14.3 Upon completion of the work the *Contractor* must provide carbon data capture during the works. An updated Carbon Calculator ensuring all "detailed" sections are fully completed should be shared with the EA *Client*.

1.15 Accounts and records

1.15.1 The *Contractor's* application for payment shall be submitted on FastDraft and supported by a breakdown of the works for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

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

1.15.3 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

apinvoices-env-u@gov.sscl.com and
ea_invoices-pa@environment-agency.gov.uk

1.16 Site progress meetings

1.16.1 Frequency: 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
N/A		

3. Specifications

Title	Date or Revision	Tick if publicly available
Milford Dam – User Requirements Specifications and as constructed drawings.		no
Asset OMR Framework Deed of Agreement and Schedules		yes
Lot 1 & Lot 3 - Supply Chain Passport Template v2.xlsx		
Exchange Information Requirements (LIT 17641)		yes
SHEW CoP	V7	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V2	
Control of Substances Hazardous to Health (COSHH) Regulations		yes
Construction Design Regulations (CDM) 2015		yes
Environment Agency Specification. 2024-2028 Asset Operation, Maintenance and Response Framework For Lot 2 – Mechanical and Electrical, Instrumentation, Control and Automation (MEICA)	V 1.7 28/04/2023	
Code of practice for electrical safety (CoPES): Part 1:	V 3 22/07/2020	
Code of practice for electrical safety (CoPES): Part 2:	V 4 22/07/2020	
Minimum Technical Requirements	V5 14/12/2018	
Exchange Information Requirements (BIM)	V 12 14/12/2018	

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

4.1 All communications from the *Contractor* to the *Client* shall be sent to the contact as detailed in FastDraft.

4.2 Protection against Damage

4.2.1 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 this contract.

4.2.3 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.

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

4.2.5 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.

4.2.6 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* shall assume the worst conditions when preparing quotations.

4.2.7 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*.

4.2.8 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*.

4.2.9 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*.

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

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

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

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

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

4.3.6 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*.

4.3.7 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.

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

4.4 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 FRAP not required.

4.7 Site Restrictions

4.7.1 Parking on site limited to 4 vehicles.

4.8 Pedestrian Access

4.8.1 No Public access to site.

5. Requirements for the programme

The *Contractor* submits their programme with the *Contractor's Offer* for acceptance. The *Contractor* shows on each programme which they submit 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
Services	TBC
PCI	TBC
URS	Part of Contract Pack.
Milford FAS OM Manual	Part of Contract Pack.
Milford on Sea FAS M&E ICA o&m	Part of Contract Pack.
Cougar Functional Desing for flow control Penstock	Part of Contract Pack.
PLC Equipment and HMI	As per programme
UPS c/w Maintenance Bypass Switch and Network Card (Ethernet)	As per programme
GRP Kiosk	As per programme
Heater and Wire Guard	As per programme
Light fittings, brackets for flood lights and electrical accessories as per Fairfields quote QEAFSW0027-A02	As per programme

Site Information

The site

The site is located on along the river, but access is possible via purpose-built access track.

Site investigation

N/A

Site location plans

A site location plan is given in the Scope of this document.

Health and safety file

Provided in the contract pack.

Use of the site

Statutory Reservoir.

Surrounding land / building uses

N/A

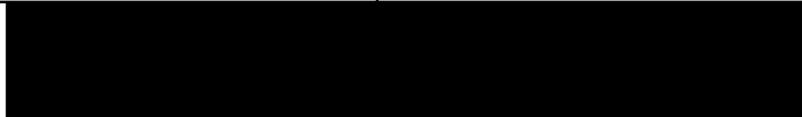
Health and safety hazards

General: The nature and condition of the site or structure cannot be fully and certainly ascertained; However, the following hazards are or may be present:

- Fast Flows
- Mains Electricity
- Wet ground
- Limited access
- Unknow ground conditions
- Poor mobile signal

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*.

Proposed subcontractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	 	
2.	Form of Contract:	