

# NEC4 Engineering and Construction

## Short Contract

FCRM Operational Framework – South East Hub

A contract between	Environment Agency Horizon House Deanery Road Bristol BS1 5AH
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And	Land and Water Services
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For	Greatham - Embankment & access track reinstatement works, South East Recovery Programme
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	<b>Contract Forms</b> <ul style="list-style-type: none"><li>- Contract Data</li><li>- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</li><li>- Price List</li><li>- Scope</li><li>- Site Information</li></ul>
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# Contract Data

## The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Environment Agency, Guildbourne House, Chatsworth Road, Worthing, West Sussex, BN11 1LD	
Address for electronic communications		
The <i>works</i> are	To undertake embankment & access track reinstatement works as per the Scope	
The <i>site</i> is	Widney Brooks Off Brook Lane, Coldwaltham Nearest postcode: RH20 1LS Grid ref: TQ0308316281	
The <i>starting date</i> is	1 <sup>st</sup> March 2023	
The <i>completion date</i> is	27 <sup>th</sup> October 2023	
The <i>delay damages</i> are	nil	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) <b>does</b> apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is	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	£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>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The 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 <i>works</i>	Minimum £500,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> 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 and the following additional conditions		
Additional conditions required.		
Z1.0	Sub-contracting	

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 invoice.
<b>Z2.0</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 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.
<b>Z3.0</b>	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
<b>Z4.0</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>Z5.0</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>Z6.0</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 works 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>Z7.0</b>	<b>Change to Compensation Events</b>
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The works 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 sub-contractors</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>Z8.0</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>Z9.0</b>	<b>Termination</b>
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.
<b>Z10.0</b>	<b>Data Protection</b>
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
<b>Z11.0</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>Z30.0</b>	<b>Material Price Volatility</b>  The <i>Client</i> recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the <i>Client</i> will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.
Z30.1	Defined terms  a) The Latest Index (L) is the latest index as issued by the <i>Client</i> . The L, which is at the discretion of the <i>Client</i> , is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.  b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.  c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.
Z30.2	Price Volatility Provision  Through a Compensation Event the <i>Client</i> shall pay the PVP. PVP is calculated as:  $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$
Z30.3	Price Increase  Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.



#### Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31 <sup>st</sup> Jul 21	In period costs only	No
31 <sup>st</sup> Aug 21	In period costs only	No
30 <sup>th</sup> Sept 21	In period costs only	No
31 <sup>st</sup> Oct 21	In period costs only	No
30 <sup>th</sup> Nov 21	In period costs only	No
31 <sup>st</sup> Dec 21	In period costs only	No
31 <sup>st</sup> Jan 22	In period costs only	No
28 <sup>th</sup> Feb 22	In period costs only	No
31 <sup>st</sup> Mar 22	In period costs only	No
30 <sup>th</sup> Apr 22	In period costs only	No
31 <sup>st</sup> May 22	In period costs only	No
30 <sup>th</sup> Jun 22	In period costs only	No
31 <sup>st</sup> Jul 22	In period costs only	No
31 <sup>st</sup> Aug 22	In period costs only	No
30 <sup>th</sup> Sept 22	In period costs only	No
31 <sup>st</sup> Oct 22	In period costs only	No
30 <sup>th</sup> Nov 22	In period costs only	No
31 <sup>st</sup> Dec 22	In period costs only	No
31 <sup>st</sup> Jan 23	In period costs only	No
28 <sup>th</sup> Feb 23	In period costs only	No
31 <sup>st</sup> Mar 23	In period costs only	No
30 <sup>th</sup> Apr 23	In period costs only	No
31 <sup>st</sup> May 23	In period costs only	No
30 <sup>th</sup> Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

# Contract Data

## The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Land and Water Services Limited	
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is	As per framework	%
The <i>people rates</i> are	As per framework	
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

# 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 £119,889.23

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date



# Price List

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

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.

Note: The *Contractor* must satisfy themselves that they have priced for the whole of the scope. It will be assumed that this is the case whether or not the item appears on the Price List. If the *Contractor* is of the view that items do not appear on the Price List they are able to add them below.

Item Number	Description	Unit	Quantity	Rate	Price
1	Pre-condition survey	Sum			
2	Mobilisation (inc. site security)	Sum			
3	Vegetation clearance and removal of vegetated mound, environmental mitigations	Sum			
4	Location Area A Works	Sum			
5	Location Area B Works	Sum			
6	Location Area C Works	Sum			
7	Location Floodbank Repair 1 Works	Sum			
8	Post-condition survey and Reinstatement	Sum			
9	Demobilisation	Sum			
10	Health and Safety File	Sum			
Other Items needed to meet delivery of the Scope (Contractor to Specify)					
11	FRAP	Sum			
12	Design and Construction Seepage Repair Option 4	Sum			
13	Haul Road Installation	Sum			
		Sum			
The total of the Prices				£119.889.23	

The method and rules used to compile the Price List are

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

# Scope

The South East (SE) Asset Recovery Programme aims to recover assets to their target condition and have identified mechanical and physical defects resolved, as soon as possible.

See Image 3 (below) Overview map with Areas, for a map and location references (A through D)

## **Whole length of track from Brook Lane entrance to Greatham pump (A – C).**

Early Supplier Engagement, Greatham winter monitoring & underground utility verification, South East Recovery Programme Contract - The results of the GPR survey on 21 March 2022 reveal that the underground electricity service and ground penetrating work areas do converge.

The *Contractor* shall be responsible for arranging any required power outage, and shall co-ordinate directly with UKPN, unless otherwise agreed with the *Client*, providing at least 30 days' notice. Details of UKPN engineer and UKPN Connections team are:

SITE: GREATHAM PUMPING STATION, GREATHAM, PULBOROUGH, RH20 2ES

MPAN 1900037424791

Prior to the works the *Contractor* shall verify the GPR measurements of the underground service, especially where the track, ground penetrating works & underground service converge. Verification in the form of test holes, will be hand dug, numbered (including chainage) and the location details recorded in a photographic report. Include details of any ducting, sand coverage, ground conditions and make-up of soil. Back-fill the trial holes post-inspection. The *Contractor* shall send the verification report to the *Client* before the main works start.

## **Brook Lane entrance (left-hand side of entrance gate)**

The *Contractor* shall remove the vegetated mound to match the adjacent land level as shown within red box in image 1. Also see note and image below for waste mud disposal below.



Image 1

#### **Waste mud from entrance, 150 metre track & hardstanding**

The *Contractor* may assume that waste mud from vegetated mound, track area A and hardstanding can remain on site (marked with white X on Image 2). The *Contractor* shall heap the material in the field but no closer than 20 meters of an open ditch. Legal advice and approval from *Client* will be sent prior to works start. The dates in the letter will reflect the *Contractor's* work programme.

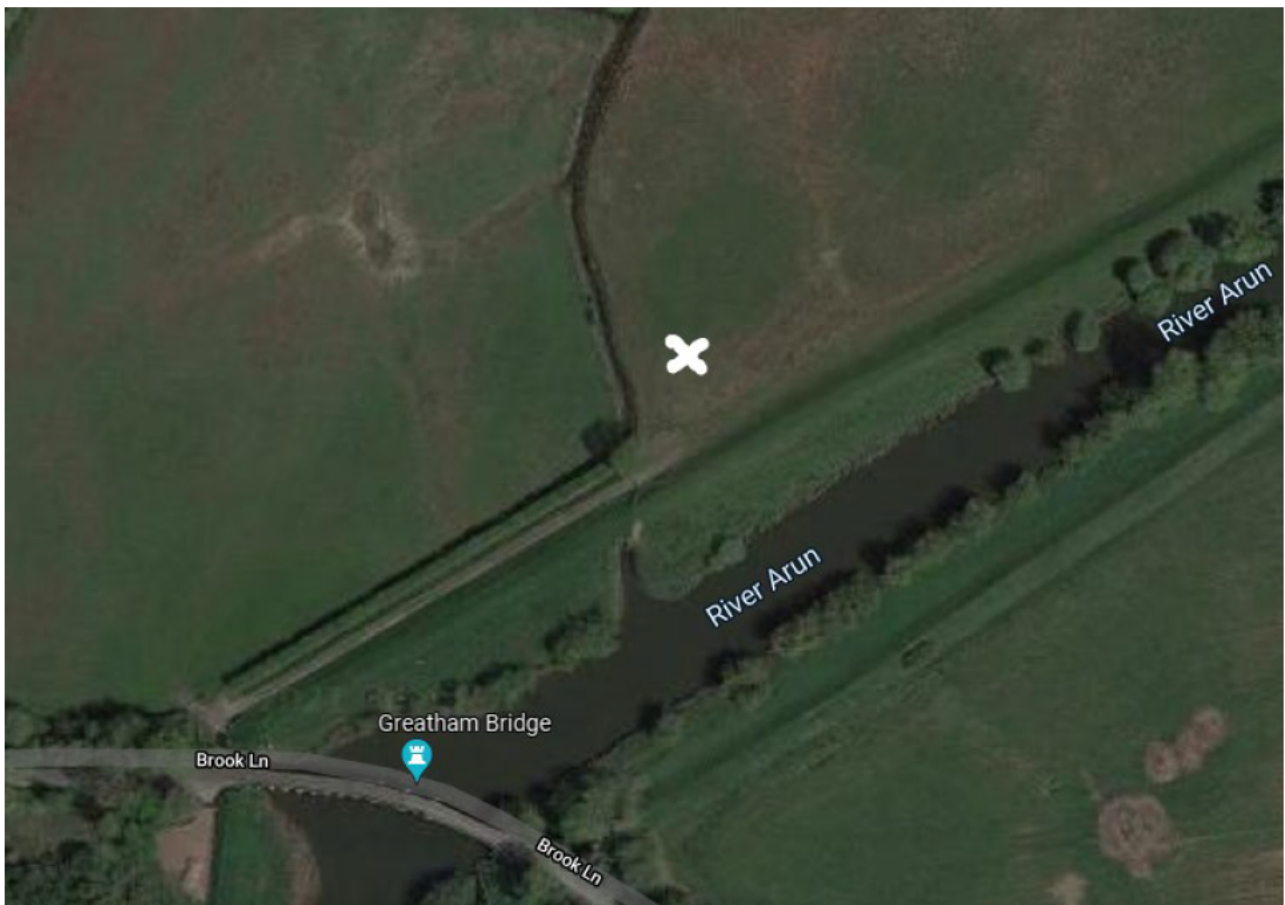


Image 2



### Area A (location see Image 3)

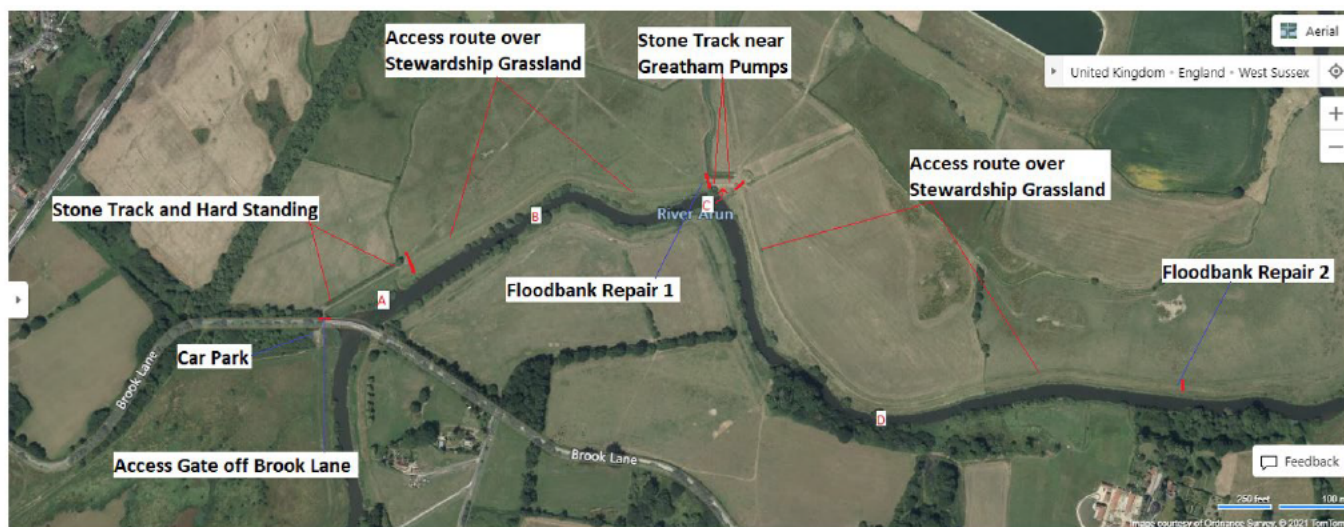
The *Contractor* shall repair the c.150m track and the hardstanding at the north-east end of Area A. Work includes scraping the mud from the track (right tyre-track to left tyre-track) and the hardstanding and add a top layer of road planings of a minimum thickness of 50mm to return it to its pre-works condition.

### Area B (location see Image 3)

The *Contractor* shall implement a method to safely re-open the track c. 500m Area B. The outcome is to allow the track to dry and drain by breaking up the bottom of the hidden ruts to allow drainage. The landowner has suggested a piece of agricultural equipment (such as a multileg shakerator or mole plough) that may satisfy the task. However, it will be the *Contractor's* liability to review and decide if this equipment will achieve the outcome to re-open the track allowing it to drain. The *Contractor* shall arrange a site walkover with the agricultural sub-contractor, landowners and *Client* as soon as possible and prior to the works to agree the best method.

### Track directly in front of Repair 1 Image 3

The *Contractor* shall implement the track design as per Drawing ENVRECOV014R-JBA-00-37-DR-C-1302-A5-C02-B1300-EA4-LOD4-Raising\_Section\_Details.pdf



Overview map (with locations listed as A, B, C) red lines indicate extent of each section

- Area A access gate from Brook Lane & 150m track
- Area B gate leading to stewardship field 500m track with electric fence
- Area C gate and 50m track leading to Greatham pumping station

No work is required in Area D or to repair 2.

### Image 3

#### Embankment raising at Repair 1

The *Contractor* shall remove and dispose of existing sandbags, plastic wrap and road pins from the crest at Repair 1

The *Contractor* shall remove the matting covering repair 1, check for metal pins on repair face and dispose of all. The *Contractor* shall implement the design as per Drawing ENVRECOV014R-JBA-00-37-DR-C-1302-A5-C02-B1300-EA4-LOD4-Raising\_Section\_Details.pdf

The *Contractor* shall remove existing temporary fencing around Repair 1, fill post holes. Install new temporary stock-proof fence BS1722 part 3 to surround the new works and previous repair, re-seed with Kings KGB1 or an equivalent at 20kg/ha seeding rate, cover with temporary matting, pinned with timber or biodegradable plastic pegs. See scope item below re: temporary stock-proof fencing."

#### Temporary stock-proof fencing

The *Contractor* shall install temporary stock-proof fencing BS1722 part 3 in work locations Repair 1 and Areas C & D to separate cattle from people and plant. It is crucial for the *Contractor* to ensure cattle from Area B do not mix with cattle from Areas C/D. Temporary stock proof and electric fencing is required, not HERAS. The *Client* and landowners can provide further advice if required.

### Area C (50 metre track)

The *Contractor* will source 120 tonnes of Fittleworth stone for the length of the 50m track and top cover for the track in front of repair 1. Delivery on a tractor and trailer, 8 loads of 15 tonnes.

The Contractor shall implement the design as per Drawing ENVRECOV014R-JBA-00-37-DR-C-1302-A5-C02-B1300-EA4-LOD4-Raising\_Section\_Details.pdf

### **CDM access arrangements**

The *Contractor* shall act as Principal Contractor under CDM 2015.

The *Contractor* shall deliver the works in accordance with the Client's Safety, Health, Environment and Wellbeing (SHEW) Code of Practice.

The *Contractor* shall assume that Stakeholders require access to Areas A through to D during the works. CDM site arrangements and a method of allowing access from Brook Lane and Area D will need to be considered and agreed with landowners. The *Contractor* shall share the proposed access arrangements with the *Client* prior to works starting on site. The *Client* will liaise with the landowners. Typical users: Landowners with their vehicles, Harvesting vehicles, Fishing club members, Dog training club.

### **Deliveries of plant & materials**

The *Contractor* shall give careful consideration and planning to deliveries of plant and material, and the size of plant.

Greatham Bridge has width & weight restrictions and a narrow access road – 6'6" and 7.5 tonne. Access to the site from the west. Left-hand turn in and right-hand turn out.

The *Contractor* shall note that delivery of plant by beaver-tail transport has been successful at this location and should satisfy themselves whether this is appropriate for plant deliveries.

### **Flood embankment seepage improvements**

The *Contractor* shall undertake detailed design of Option 4 shown in the Options Appraisal Report in Appendix 8. The detailed design shall repair seepage across the embankment via defects identified within the report. (Check defects identified within the report)

The Contractor shall submit the completed design for the Client to review (minimum 2 weeks).

The Contractor shall update the design following Client review.

The Contractor shall construct the works identified in the updated detailed design.

The *Contractor* shall apply for all consents relevant to the works.

The Contractor shall implement biosecurity measures for vehicles, plant, equipment and boots in accordance with Appendix 1 EA LIT12072 Biosecurity – for field and monitoring work

The *Contractor* shall note that Stakeholder engagement is very important – ANY changes to programme are to be communicated to the *Client* Senior User as soon as possible for onward communication to stakeholders.

The *Contractor* shall complete and return the Carbon Calculator – Appendix 6

## **2. Drawings**

List the drawings that apply to the contract.

Drawing Number	Revision	Title
ENVRECOV014R-JBA-00-37-DR-C-1302-A5-C02-B1300-EA4-LOD4		Raising Section Details
ENVRECOV014R-JBA-00-37-DR-Z-1001-A5-C02-B1300-EA4-LOD4		Location plan



ENVRECOV014R-JBA-00-37-DR-Z-1101-A5-C02-B1300-EA4-LOD4		General Arrangement

### 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
ICE PAS 128 – Specification for underground utility detection, verification and location		Yes
HSE HSG47 (Third edition) – Avoiding danger from underground services		Yes
SHEW-CoP	Latest version	Yes
ENVRECOV014R-JBA-00-37-SP-C-0002-A4-C02-B0200-EA4-LOD4-SPEC		No
BS1722 part 3 temporary stock-proof fencing		Yes

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

The GPR results reveal that the underground electricity service and ground penetrating work areas converge. Therefore an electricity power outage is required whilst ground penetrating works are being carried out.

The location and lighting of the site compound will avoid disturbing commuting bats by locating it 10m from nearby hedgerows and trees, and minimising light spill out of the compound (*Contractor* will stay 10m away from the tress to ensure bats are not disturbed during the working period)

If works are required during the nesting season (March to September inclusive), a nesting bird survey should be conducted within 48 hours ahead of vegetation clearance. Works should also avoid the wintering bird season (November to February) to avoid impacts to foraging and roosting wildfowl.

To prevent any impact to reptiles and amphibians the working area will be made unsuitable to these species ahead of the works by undertaking a two-stage vegetation cut and removing any deadwood or other refugia. A toolbox talk will also identify the potential for reptiles and amphibians, and if found an ecologist will be consulted.

Vegetation clearance and removal of vegetated mound, environmental mitigations (to be discussed with *Client*)

Pest control is required to eradicate any field voles or bank voles present in the bank

Brook Lane access gate is daisy-chain padlocked to allow Fishing Club members to access the riverbank. Contact the *Client* for code or key.

All gates must be closed or locked in the same way as found each time a gate is used. Some gates remain open. The *Contractor* shall leave them exactly as found.

There is a possibility of coming into contact with bulls and cattle, currently segregated from works in Area B by an electric fence.

Areas B and D are grazed by cattle – they are two different herds and must not mix.

Works in locations C and D will need to be planned and temporary stock-proof fencing erected.



An electrified fence has been installed by Volker Stevin fencing sub-contractors. This is to separate the works track and access from the cattle grazing the land. The fence will remain on-site until 2022 works are completed, the track settles and vegetated from landowner's own re-seeding. It opens at either end for stock access.

**CDM access arrangements** Stakeholders require access to Areas A through to D – CDM site arrangements and a method of allowing access from Brook Lane and Area D will need to be considered and agreed with landowners. Landowners with their vehicles, Fishing club, Dog training club.

**Deliveries of plant & materials** Greatham bridge has width & weight restrictions and a narrow access road – 6'6" and 7.5 tonne

#### **Working times**

The works can only be carried out when the ground conditions are dry (earliest April to latest Mid-September)

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday).

## **5. Requirements for the programme**

**State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.**

**State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).**

The *Contractor* shall provide a full programme.

The *Contractor's* programme needs to consider that the works are carried out when the ground conditions are dry and it needs to incorporate the timescales for power outage.

There needs to be flexibility in the programme to ensure delivery of the works takes place when ground conditions are dry.

Controlled access / personnel on site during the return / works phase.

Action with the *Client* to contact the landowners to confirm their farming practices and programmes activities on site.

The *Client* will confirm with the *Contractor* those current harvesting/access on site activities.

Landowners cannot be excluded from the site under a Notice of Intended Entry, we do not have those Powers to restrict.

The *Client* shall communicate the *Contractor* programme of works, sequence and timings once provided by the *Contractor* to the landowners in advance of mobilisation.

The *Client* shall work with the landowners who are willing to ensure works will not be disrupted or the need for access. The *Client* shall provide representation on-site as liaison.

The *Contractor* shall ensure all site management including traffic management will be in place.

The *Client* nor the landowners can control the need for emergency site access.

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

Describe what the <i>Client</i> will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.	
Item	Date by which it will be provided
Provision for the <i>Contractor</i> to undertake the works upon application of FRAP exceptions FRA8 and/or FRA28.  The maintenance track works at the <i>site</i> can be complete under EA's protected undertakings.	Upon contract <i>start date</i> .

## Site Information

Appendix 1 LIT 12072 - Biosecurity - for field and monitoring work
Appendix 2 Service Search results – February 2022- ENVRECOV014R-JBA-00-37-AS-Z-0002-A4-C02-B1300-EA4-LOD4-PAS128_Service_Search_Risk_Assessment
Appendix 3 Environmental Action Plan - ENVRECOV014R-JBA-00-37-PL-EN-0001-S3-P03---- Greatham_Environmental_Action_Plan
Appendix 4 PCI - ENVRECOV014R-JBA-00-37-RP-Z-0002-S1-P01-K0200-EA4-LOD4-37_Greatham-Embankment_Pre_Construction_Information
Appendix 5 RAG, Buildability Statement and DRR - ENVRECOV014R-JBA-00-37-MS-C-0001-A4-C02-B0700-EA4-LOD4-Buildability_Statement - ENVRECOV014R-JBA-00-37-RA-Z-0002-A4-C02-K1000-EA4-LOD4-RAG_List - ENVRECOV014R-JBA-00-37-RR-Z-0002-A4-C02-K0500-EA4-LOD4-DRR
Appendix 6 Carbon Calculator Tool - LIT 14604 - Internal Carbon Calculator
Appendix 7 Site Photos and Images
Appendix 8 Options Appraisal Report

## Proposed sub-contractors

	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:	