



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)

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land & Water Services Ltd
For	Excavation and removal of accumulated River Silt from watercourse and disposal from site.
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's Offer</i> and <i>Client's Acceptance</i>- Price List- Scope- Site Information

Contract Data

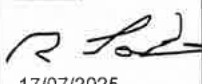

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Excavation and removal of accumulated River Silt from watercourse and disposal from site.	
The <i>site</i> is	Bedford/Leigh Depot, Bedford brook, Off Holden Road, Leigh, WN7 2HS. Site is located within a working operational depot and the working/desilting area is directly upstream from a large operational pumping station.	
The <i>starting date</i> is	17/07/2025	
The <i>completion date</i> is	29/09/2025	
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) 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	5.25%	% per complete week of delay.
	 17/07/2025	
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 defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	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	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions		
Only enter details here if additional conditions are 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 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 *starting date* 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 Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]

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

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	Land & Water Services Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	15	%
The people rates are	As framework Lot 1	
category of person	unit	rate
The published list of Equipment is	As framework	
The percentage for adjustment for Equipment is	Nil	

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 £393,412.54

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name

Position

Commercial Director

Signature

Date

30 May 2025

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

Signed on behalf of the Client

Name

Position

EA Advisor/Project Manager

Signature

Date	17/07/2025

Item Number	Description		
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1	Prepare and submit any permits required in relation to the works including but not limited to permissions related to footpath or highway closures/ diversions, conservation area consents, Coal Authority permits and those related to any services diversions.		
2	Site Security / welfare units / plant and equipment	1 Sum	
3	Project Management (Progress meetings, Project Management Plan, liaise with PD)	1 Sum	
4	Produce outline design from scoping information, to be issued to Client	1 Sum	
5	Detailed Design to be signed off by Client	1 Sum	
6	Produce CPP and RAMS to be issued to Client	1 Sum	
7	CPP and RAMS signed off by Client incorporating Client comments INCLUDED	1 Sum	
8	H&S Documentation completion INCLUDED	1 Sum	
9	Site set up complete provide breakdown of items included	1 Sum	
10	Reinstatement of site to condition before start of the works (include of removal of temporary works).	1 Sum	
11	Silt analysis. For clarification and verification of waste classification. Supplied in PDF format.	1 Sum	
12	Remove and transport all waste/silt to appropriate approved waste facility	3,000 Tonne	
13	Disposal of silt material via a licensed waste carrier, based on proposed method of work.	3,000 Tonne	
14	Demobilisation and site reinstatement inc as built and H&S file	1 Sum	
15	Stand down costs if river level reaches 0.75m		
	Page Total		

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.

This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook.

Scope

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.

1. Description of the works

This project is part of the GMMC Intermittent Maintenance Programme specifically Bedford Annual Desilt. The project consists of Desilting the Riverbed/accumulated silt area directly adjacent and upstream of the pumping station within the watercourse, reducing the amount of silt passing through the pumps. Preventing damage to the pumps and silt being pumped Downstream. Silt storage, Removal of the stored de-watered silt to approved waste site for disposal.

The *works* consist of the removal of approx 3000 tonnes of silt from Bedford Brook.

The Environment agency project managers have assessed that there is approximately 3000 tonnes of silt to be removed from the watercourse. However because of current water levels we cannot estimate exactly how much needs removing so when the project is underway and contractors are on site and have removed the approximate amount down to acceptable levels we will assess the levels of silt removed and levels/amount of silt that remain in the watercourse and reserve the right to either increase the amount of silt to be removed therefore extending

the project depending on timescales, costs etc or if costs, timescales and levels of silt removed cannot be increased we can stop the project when acceptable levels of silt have been removed and costs dictate this

Contractor to detail and cost the works and equipment needed to undertake these works A detailed method statement, detailed programme of works and review period shall be submitted prior to any works commencing. All relevant submissions to be agreed with Client prior to any works commencing.

Excavation and removal of existing accumulated silt from the Bedford brook watercourse via mechanical process. The following is the preferred process to undertake the required works but any diversion from this process is to be discussed and agreed during method statement review period.

- The setting up of site and silt storage area on the agreed adjacent compound. The excavation and transportation of silt to the storage areas for drying.
- The drying of silt to enable disposal.
- The haulage of silt from the silt storage areas to a licensed waste disposal centre.
- Waste tickets will be required for each load, to monitor the amount of material taken from site.
- The site is a working operational depot, and the *Contractor* is to produce a people plant coordination plan for traffic management.

The *Contractor* is to design and obtain agreement from the Client for the proposed methodology and any temporary works required to enable the silt removal, haulage, drying and disposal.

Constraints on Works:

- The *Contractor* is required to report any invasive species or biological hazards found on site or working area.
- The *Contractor* will be responsible for obtaining any necessary Permits.
- The *Contractor* will be responsible for following the working windows recommended by the Environmental Action Plan.

The site is within an operational depot with regular EA plant and personnel movements, the contractor is to ensure their activities do not interfere with the 24-hour operation of the pump station and activities during the whole on site project.

1.1 Project background

1.1.1 The pumping station provides protection to 670 properties from the risk of permanent flooding in Leigh. The pumping station was originally constructed in 1964 and has had numerous improvement and refurbishment schemes completed throughout the asset lifecycle. Most recently investment of £3m was made in refurbishing the pumping station including the installation of new pump equipment. Significant silt deposits accumulate in Bedford Brook and require removal at least every five years to reduce the risk of damage to the pump machinery within the station. The presence of the silt has reduced channel capacity and in flood conditions sends the silt through the pumps with the potential to cause significant damage and prevent the station from operating. It has now been six years since the last de-silt and the channel is in considerable need of work. The previous de-silt removed 2,400 Tonnes.

1.1.2 Removal of accumulated silt to allow free flow of water and protection to downstream pumps.

1.1.3 The contract objectives are to excavate, store and dispose of the accumulated silt from the watercourse.

1.2 Description of the works

1.2.1 The *works* consist of the removal of approximately 3000 tonnes of silt from Bedford Brook.

Excavation and removal of existing accumulated silt from the Bedford brook watercourse via mechanical process.

- The setting up of site and silt storage area on the agreed adjacent compound. The excavation and transportation of silt to the storage areas for drying.
- The drying of silt to enable disposal.
- The haulage of silt from the silt storage areas to a licensed waste disposal centre.
- Waste tickets will be required for each load, to monitor the amount of material taken from site.
- *The site is a working operational depot, and the Contractor is to produce a people plant coordination plan for traffic management.*

The Contractor is to design and obtain agreement from the Client for any temporary works required to enable the silt removal, haulage, drying and disposal.

Constraints on Works:

- The *Contractor* is required to report any invasive species or biological hazards found on site or working area.
- The *Contractor* will be responsible for obtaining any necessary Permits.
- The *Contractor* will be responsible for following the working windows recommended by the Environmental Action Plan.
-

1.3 Contractor's design

1.3.1 None required.

Temporary works design.

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. There are no requirements to liaise with the landowner as the EA owns the land that all works will be undertaken. The contractor will however liaise with the EA operational field teams at Bedford/Leigh depot and the client' on working times and access on site.

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. Operational field teams, office staff, FBG staff, visitors.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. Leigh depot operations team will need to be consulted daily.

- What is being done,
- Who is doing it,
- When it is being done, and for how long,
- Where is it being done,

How the *Contractor* is to co-operate and share the Working Areas. The contractor will liaise with the EA operational field teams at Bedford/Leigh depot and the client on working times and access to site and agree the responsibilities of working patterns.

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 on site within depot, in contractors' welfare office facilities provided by contractor. from the *starting date* to completion date. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings. *Contractor* must provide suitable accommodation / office space for weekly meetings with accessibility for up to maximum 6 attendees. monthly commercial meetings from the *starting date* to completion of works. 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 weekly progress meeting. This report:

- highlights the progress achieved since the last programme submission.

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

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: On site diaries.

1.8.2 The weather measurements are to be supplied by: Project to be added to EA schedule 8.

1.9 Quality Management

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

- vehicle/plant tests/inspections, photographic evidence of site progress, high/low water flow, Ongoing silt tests, site safety.

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

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.

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:

Environmental permit, works in proximity to local housing/schools, Depot operational teams.

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.] [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*.

Materials from Excavation and demolition

1.13.2 Silt removed from the watercourse shall be stored to de water and then disposed / transported to a registered approved site with ticketed evidence.

- The *Contractor* is required to provide a Waste Management Plan for the acceptance of the *Client*
- The *Contractor* is required to remove all waste/soil from site to an appropriate approved licensed waste handler, unless agreed with the *Client*.

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 site perimeter fencing, temporary works, materials storage, plant/machinery and waste must be removed from site.
- All public/private open spaces must be safe for use by the public/EA workforce with no remaining hazards associated with construction operations.

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

Photographic evidence of works progress and completion.

1.15 ACCOUNTS AND RECORDS

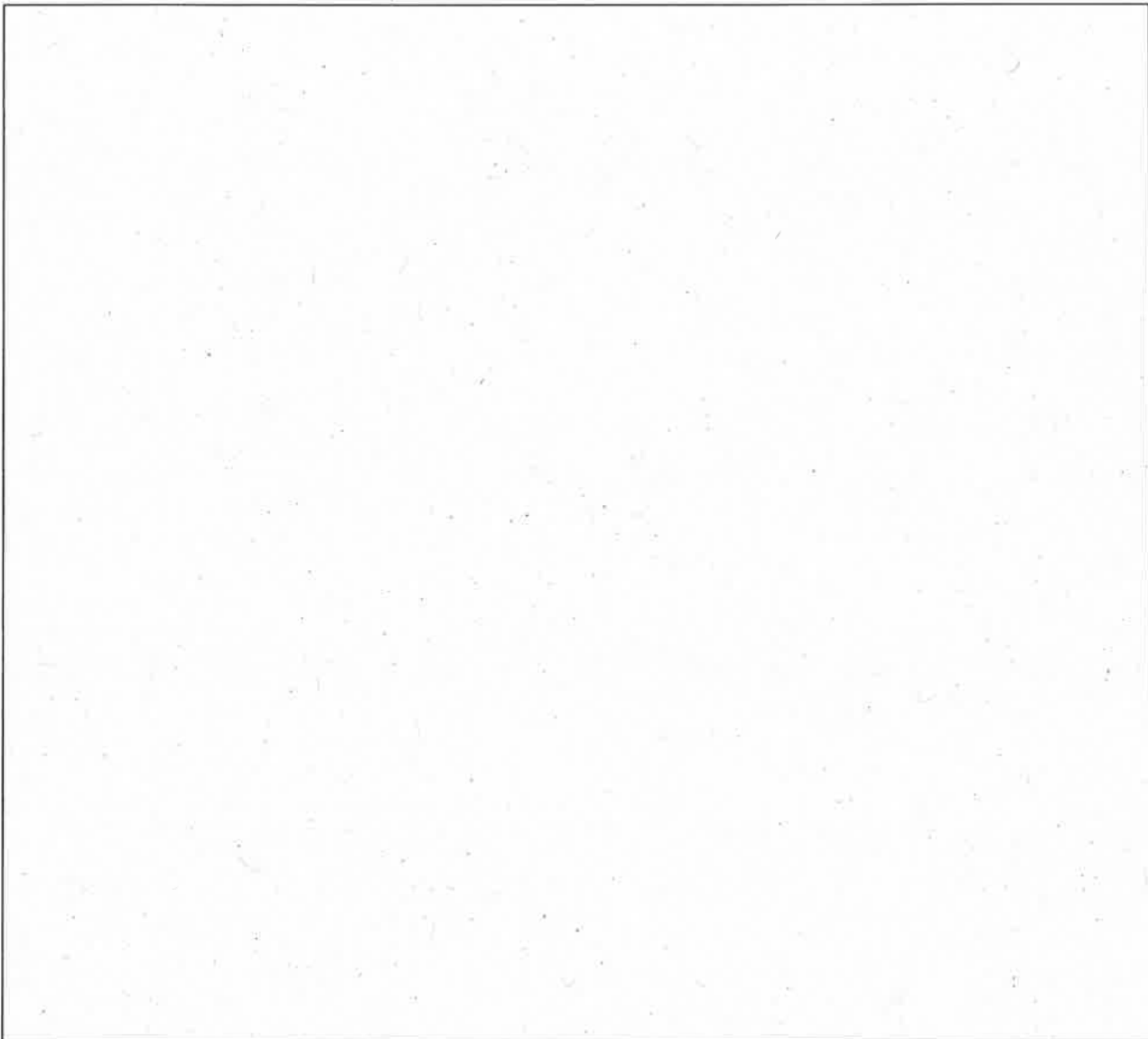
1.15.1 The *Contractor's* application for payment shall be submitted on FastDraft and supported by a breakdown of the *works* for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

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



2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
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 Rob Taylor. 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 rob.taylor@environment-agency.gov.uk,

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

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

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

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

4.3.21 Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programs 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. (unless the contractor can apply removal of the silt and comply with the exemption that has already been granted FRA23)

5.5.2 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 5.00pm 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.

All proposed working times to be agreed with client/contractor and EA Leigh operation teams.

4.7 Site Restrictions

4.7.1 Working operational site, EA staff regular visit site/depot for meetings etc, pumping station, electric, drainage, overhead/underground cables

4.8 All site welfare facilities to be independent from EA welfare/depot facilities.

5. Requirements for the programme

The Contractor submits his programme with the Contractor's Offer for acceptance. The Contractor shows on each programme which they 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

Describe what the Client 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
Site Information	Pre start date
Hazard Map	Pre start date
Fastdraft Access	Pre start date
PCI (inc services)	Pre start date
The <i>Client</i> will provide the Incident Hotline number to the <i>Contractor</i> to be used in the event any pollution or environmental incidents are identified on the <i>site</i> . Such incidents are not to be rectified by the <i>Contractor</i> .	Pre start date
Notice of entries / services and land registry details.	Pre Start Date
<h2 style="margin: 0;">Site Information</h2>	
<p>Bedford/Leigh Depot, Bedford brook, Off Holden Road, Leigh, WN7 2HS.</p>	
<p>Access to site Description: Access to site is via intercom and is in a fenced off secure compound with cctv. Limitations: public/private housing is adjacent to site within a busy main road. Access for inspections: via agreed access routes into depot</p>	
<p>Use of the site General: Leigh depot is an operational depot with EA field teams and other internal departments using daily, it is also a 24-hour pumping station. Limitations: working times are to be agreed and comply with field operations depot opening times,</p>	
<p>Surrounding land / building uses General: Adjacent and nearby uses are as follows: car parking, storage buildings, office facilities, welfare facilities, storage areas, flood storage basin.</p>	
<p>Health and safety hazards General: The nature and condition of the site/ building cannot be fully and certainly ascertained before access is gained However, the following hazards are or may be present: High/low water flows, working within the watercourse, pumping station operational, additional site/depot traffic.</p>	

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.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	N/A all work carried out by directly employed labour
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	