



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	Bridge Civil Engineering
For	DCIS Culvert Surveys
	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		
The <i>works</i> are	Culvert surveys and minor blockage removal	
The <i>site</i> is	Various as defined by the schedule/programme	
The <i>starting date</i> is	26/08/2024	
The <i>completion date</i> is	31/03/2025	
The <i>delay damages</i> are	£0	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		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	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 works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an	Minimum £5,000,000 in respect of every claim without limit to the number of claims	

employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works		
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	<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.
Z7.0	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • 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	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p>

	<p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>
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Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Bridge Civil Engineering	
Address for communications	Silverton House, Chudleigh, Devon, TQ13 0DF	
Address for electronic communications		
The <i>fee</i> percentage is	As Framework Agreement	%
The <i>people</i> rates are	As Framework Agreement	
category of person	unit	rate

The <i>published list of Equipment</i> is		As Framework Agreement
The <i>percentage for adjustment for Equipment</i> is		As Framework Agreement

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 £ 172,890.60

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position Framework Manager

Signature

Date	21/08/2024
The <i>Client</i> accepts the <i>Contractor's</i> Offer to Provide the Works	
Signed on behalf of the <i>Client</i>	
Name	
Position	Operations Manager
Signature	
Date	22/08/2024

Price List

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

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

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

Item Number	Description	Unit	Quantity	Rate	Price
	Start Up Meeting	2	Hrs	81.60	163.20
	Programme Meetings	20	Hrs	40.80	816.00
	WinCan	1	Sum	1100.00	1100.00
	Close out meeting	3	hrs	40.80	122.40
	AIMS ID				
	155356 Latchbrook Dam			938.00	938.00
	56036 New Mills Dam Simple Culvert 2			3086.00	3086.00
	7153 Idless Dam			938.00	938.00
	29594 Pendower Dam, Bodmin			938.00	938.00
	5899 Treesmill Dam Twin Culvert			3260.00	3260.00
	54854 Tywardreath Stream Under Marsh Villa			4785.00	4785.00
	5651 Tywardreath Stream Penstock Culvert			3260.00	3260.00
	TBC Newmills drainage pipes				TBC
	175116 Plymouth culvert on Cherry Tree Lane - road culvert near Brook Close			2129.00	2129.00
	396259 Tredenham Close pumped culvert			2129.00	2129.00
	7044 Loggans Mill culvert			2673.00	2673.00
	395342 Sladesbridge Garden Centre culvert			2129.00	2129.00
	103828 Paul Lane culvert, Mousehole			2129.00	2129.00
	56064 Angarrack bypass culvert			3086.00	3086.00

	3831 Heathcoats Factory Culvert			2368.00	2368.00
	444718 Ringmore, Brook House				TBC
	470380 Marine Parade, Shaldon			4838.00	4838.00
	139269 Polmear culvert - U/S of Ship Inn, private road to holiday park			2129.00	2129.00
	161417 Horrabridge Springfield Stream			2129.00	2129.00
	390598 Springfield relief culvert.			2129.00	2129.00
	105380 culvert running southern boundary of Queens Park, Paignton			7957.00	7957.00
	151518 Along Preston Sands			7957.00	7957.00
	154729 Preston			1877.00	1877.00
	162801 Aspen Way triple culvert - Yalberton W/Cse, Paignton			3577.00	3577.00
	163274 From Spring Cottage Barcombe Lane to No4 Manor Crescent			6573.00	6573.00
	164752 Alongside Brunel Academy			2458.00	2458.00
	164754 Rear of 63 Manor Road, Preston culvert			7419.00	7419.00
	164756 d/s 2 Manor Road Preston			10559.00	10559.00
	164757 From Washington Close to Old Torquay Road			4838.00	4838.00
	172999 Clennon Hill south of lakes culvert				TBC
	85918 From Car Park to between Colin Road and Manor Road culvert			4838.00	4838.00
	86131 Esplanade Road Culvert			4838.00	4838.00
	86132 Paignton Green PS outfall (check isnt this inlet?)			2709.00	2709.00
	94862 Culvert from Corner of Park Hotel, Esplanade Way to the beach.			3441.00	3441.00
	94863 Garfield Road Paignton			4838.00	4838.00
	163270 Preston Sands			12754.00	12754.00
	56152 Boscastle under Doctors Hill			1219.00	1219.00
	117677 Marshmills Plymouth Under A374			3086.00	3086.00
	153908 Forder Saltash			4785.00	4785.00
	389785 Polgooth relief culvert			11303.00	11303.00
	394535 Pentewan D/S Harbour			938.00	938.00
	120132 Stoggy Lane Plympton			2129.00	2129.00

	100884 Portloe Slipway by Lugger Hotel			2129.00	2129.00
	51974 Praze an Beeble B3280			2129.00	2129.00
	155098 Cawsand Beach			3419.00	3419.00
	155468 Cawsand Market Street and Harbour			938.00	938.00
	185695 Cawsand - The Bound			2393.00	2393.00
	185696 Cawsand St Andrew's Place			938.00	938.00
	166378 Bitton Brook Culvert				TBC
	98195 Galmpton Woods and Sewage Works Culvert			3577.00	3577.00
The total of the Prices				£172,890.60	

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

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

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

1.1 Project background

1.1.1 The EA either owns or uses its permissive/discretionary powers to monitor culverts for the purpose of managing flood risk.

1.1.2 The objectives of this work is to undertake a programme of culvert surveys (inc. pre-surveys), survey to record the culvert condition, identify the prevalence of any defects, blockages, obstructions and to provide a documented survey report. Removal of minor, low value blockages to be undertaken during surveys following agreement with Client.

1.2 Description of the works

1.2.1 The *works* are to undertake culvert surveys using either person entry or confined space CCTV systems and to provide a documented report to the *Client* as per the scope template.

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

1.3 Contractor's design

1.3.1 None required

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. No other known activities are planned to be undertaken at the same time as these surveys but given the nature of the sites and their ownership and control resting outside of the Environment Agency there is potential for other activities to happen. Contractor to make attempts to resolve issue with any other parties and escalate to *Client* as required.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*.

1.7 Management of the Works

1.7.1 The *Client* and *Contractor* administer the contract using the *Client's* contract management tools. This is currently FastDraft but may be transferred to similar systems from time to time.

1.7.2 The *Client* and *Contractor* attend the following meetings:

- Project start meeting
- Monthly progress meetings from the *starting date* to the point when all deliverables have been received by the *Client*. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.
- Monthly commercial meetings from the *starting date* to the point when all deliverables have been received by the *Client*. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

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

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

1.7.4 Deliverables to be uploaded to Environment Agency system (e.g. Aim Store, aSite) to be advised by *Client*

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: closest publicly available MET office or Environment Agency weather/river level monitoring facility.

1.8.2 The weather measurements are to be supplied by: *N/A Contractor to obtain these independently.*

1.9 Quality Management

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

- Tests and inspections sufficient to enable production of survey report as per scope template

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

- Quality assurance of a sample of sites and a programme of Active Monitoring.
- Inspection of any sites needing additional engineering inspection as suggested by the *Contractor*

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 only correct a defect following a discussion and with agreement from the *Client*.

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 Where notice of entry required, *Contractor* to advise the *Client* with a minimum of 4 weeks notice to enable issue of landowner Notice of Entry. *Client* to manage entry permissions.

1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent and temporary works, including but not limited to:

Environmental Permits (e.g. Flood Risk Activity Permit (FRAP) inc. Bespoke Permits and/or Exemptions)

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 may be applicable to some elements of the *works*. Where CDM applies the *Contractor* acts as *Principal Contractor* under the Regulations and manages the interface with other suppliers.

1.11.4 The *Contractor* shall produce site 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. The *Client* would expect these to be issued/accepted at regular intervals throughout the programme of inspections.

1.11.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP) or as required by any permit and/or estates entry notices.

1.12 Procurement of subcontractors

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the *contractor* shall use sustainability, quality and price criteria when selecting *subcontractors*, evidence of how this was undertaken to be retained and made available to the *Client* if required.

1.11.2 In accordance with Schedule 7 Clause 2.1.6, the *contractor* shall ensure that supply chain opportunities are inclusive and accessible to Small and medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.

1.11.3 In accordance with Schedule 7 Clause 2.1.1, the *Contractor* shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-contractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful *subcontractor*.

1.13 Title

Guidance

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

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

Materials from Excavation and demolition

1.13.2 *Contractor* has title or arising associated with excavation and blockage removal.

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:

- Pre-planning work
- Production of CDM and/or RAMS and submission to *Client* for acceptance prior to survey
- Survey of accessible culvert elements and any subsequent blockage removal/repair work as instructed by *Client*. In the event that environmental conditions prevent survey completion on the first visit a second attempt must be made before advising the *Client*.
- Submission of reports and video footage to *Client* in digital format and in location agreed with *Client*.

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:

Submission of reports and video footage to Client in digital format in location agreed with 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: As requested via *Client* with notice

1.16.2 Location: At site detailed by *Contractors* per programme

1.16.3 Chairperson (who will also take and distribute minutes): *Client* representative

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	
SHEW CoP	V6	

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*.

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to **Sarah Darke**. The Contractor shall only act upon instructions received from the *Client's* delegate.

4.2 All communications from the *Contractor* to the *Client* shall be sent to **Sarah Darke**.

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 (or Client) to review Construction Phase Plan (or RAMS).*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Choice of Equipment

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

4.4.2 The Contractor ensures that all plant is maintained.

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

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

4.5 Permits

4.5.1 Works will require the Contractor to obtain a Flood Risk Activity Permit from the Environment Agency where required.

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 submitted and approved a minimum of two (2) weeks prior to commencement of works. The Contractor shall be responsible for all costs associated with permit applications. The Client has, where possible, started the application process which will need to be transferred to the Contractor and finalised. Please be aware the Permitting process can take eight (8) weeks

from receipt of payment, need for permits to be discussed with Client's Project Manager prior to applying for permits.

4.6 Working times

4.6.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

4.7 Site Restrictions

4.7.1 None known – presurvey to be used to provide information on any obvious site restrictions. Upon identifying high water levels then two visit are required before aborting survey.

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* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submits 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 including culvert shapefile and dimension (where known)	At tender
Fastdraft Access	At contract award stage
AIMS/ASite/Sharepoint Page for Document Storage?	At tender
Site Information	
Pre-surveys to be used to identify site information	

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:	