



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 ██████████ ██████████ ██████ ████████
And	Breheny Civil Engineering Limited
For	Cambs and Beds – Hunstanton Beach Recycling
	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	[REDACTED] [REDACTED] [REDACTED]	
Address for electronic communications	[REDACTED] Project Manager [REDACTED] Contract Manager	
The <i>works</i> are	Delivery of Hunstanton/Heacham Beach Recycling Scheme 2024-25.	
The <i>site</i> is	Beach Recycling Scheme 2024-2025	
The <i>starting date</i> is	09/12/2024 (onsite commencement 10/02/2025)	
The <i>completion date</i> is	15/03/2025	
The <i>delay damages</i> are	<i>Nil</i>	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 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	<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.
Z110	Inflation
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>

Contract Data

The *Contractor's* Contract Data

The *Contractor* completes this section. [Delete this guidance before issue].

	The <i>Contractor</i> is	
Name	Breheny Civil Engineering Limited	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED] [REDACTED]	
The <i>fee</i> percentage is	8	%
The <i>people rates</i> are	As per the AOMR Workbook	
category of person	unit	rate
The <i>published list of Equipment</i> is		AOMR Workbook
The <i>percentage for adjustment for Equipment</i> is		8%

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	£117,447.67 plus VAT
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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.

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
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The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4 th edition (CESMM4) as per the Framework Price Workbook.
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When ordering products and constructing the <i>works</i> : The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.
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The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the <i>Client</i> (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.
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Scope

1. Description of the works

1.1.1 Project Background

- The Beach Recycling Project is a continuation of work undertaken for over 10 years and seeks to bolster eroded areas at various locations including Heacham Dam, Heacham North and South Beaches, and Hunstanton South Beach, especially near the boat ramp at Heacham North Beach as these areas usually suffer erosion using material from Snettisham Scalp.

1.1.2 Project Objectives

- The Contractor is required to adhere to the detailed description of works and constraints provided in the contract documents.
- The Contractor must provide monthly programme updates, cost updates, and attend monthly package progress meetings.
- Sufficient notice of intent to demobilise must be given to allow for a joint onsite snagging meeting once all works are complete and prior to demobilisation of the site.
- The Contractor is responsible for providing 'As Built' drawings, construction phase and completion photos, and details of products used for inclusion in the Health & Safety File within 8 weeks of completion on the ground.

1.1.3 Contract Objectives

- The completion date is set as 15/03/2025.

1.2 Description of the works

1.2.1 The *works* involves the annual recycling of approximately 6500 m³ of shingle and sand beach material. Over the last 10 years the amount of recycled material per year has remained similar, with a maximum haul distance of 8 km, though this is dependent on natural coastal processes. Based on previous years' experience, the work primarily involves moving material from Snettisham Scalp to various locations including Heacham Dam, Heacham North and South Beaches, and Hunstanton South Beach, especially near the boat ramp at Heacham North Beach as these areas usually suffer erosion.

Specific Tasks

- **Site Location:** The site extends from Snettisham Scalp to Hunstanton, covering approximately 8 km along the coast. Grid references TF 67498 40851 (Hunstanton) to TF 64976 33380 (Snettisham).
- **Site Boundaries:** Work area boundaries are between the landward side of the shingle ridge and mean low water, with the compound area located at Snettisham Beach Car Park. Additional topping up of the shingle ridge crest may be required. The Client will advise exact locations prior to works commencing as a result of the provided report.
- **Excavation and Stockpiling:** Naturally deposited sand and shingle material is excavated and stockpiled at a safe angle of repose at Snettisham Scalp. Material is then tipped in areas of depletion and profiled using bulldozers to maintain design width crest and height of the shingle ridge sea defence and a 13 degree upper beach slope. Client will advise of exact locations prior and during the works. Some lengths will only require dozing up of material from the immediate foreshore and will be identified at a site visit prior to the works commencing.
- **Transportation and Profiling:** Excavated material is transported along the beach and tipped in areas of depletion, then profiled using bulldozers to maintain the design width, crest height of the shingle ridge sea defence, and a 13-degree upper beach slope. Some areas will only require dozing up of material from the immediate foreshore.

- **Car Park Maintenance:** On completion of the main works, the Contractor must make good any damage to the Snettisham car park and may need to revisit for further works.
- **Public Access:** A portion of the car park must remain open to the public during the works.
- **Hard Defences Repairs:** Repairs to hard defences as required, to be designed by the Contractor and treated as a compensation event.
- **Reporting:** The Contractor must record, and report, quantities excavated and deposited in each location. The plan showing location zones will be provided by the Client.

Constraints

- **Tidal Dependency:** The works are tidally dependent, and with the unquantified amount of material to move, the commencement date will be agreed with the Client approximately 4 weeks before the start of works.
- **Completion Deadline:** Completion is required by 15th March each year due to the bird breeding season, with a provision for 2 weeks after this date for the removal of plant and works to put the compound location back in good order.
- **Environmental Monitoring:** The Environment Agency's Coastal Monitoring Team monitors the location and amount of depletion using Client survey data, which varies annually depending on coastal conditions and processes. An annual report, provided in late January, identifies locations that have lost material. This information is verified during a pre-commencement site visit with the Client, Contractor, and other stakeholders in early February to account for any variations since the previous surveys. The proposed deposition sites and the extent of material to be removed from the Scalp are also determined, in consultation with external stakeholders.
- Upon awarding the contract, the Client will agree on a commencement date based on tidal windows and the amount of material to be moved/duration of work. Please note that this schedule is subject to minor changes due to the tidally dependent nature of the works. Completion is required by 15th March each year at the latest, due to the bird breeding season.
- **Tide Information:** The Client will provide the Contractor with predicted astronomical tide information (high and low tide times and levels). Based on previous years, there are typically between 12 and 16 weekdays of work in total. However, works usually commence in mid to late February, depending on tidal conditions, to maximize daylight working in suitable tidal conditions.
- The *Client* will appoint a member of their operations team to liaise with the *Contractor's* team to advise on the extent of excavation at Snettisham Scalp, sufficient deposition in areas of erosion and correct profile.
- **Night/Low Light Working:** Some night or low light working around tides is inevitable. To minimize any inconvenience to nearby residents, noise and light pollution will be kept to a minimum during non-daylight hours.
- **Environmental Designations:** The works are carried out under an assent granted by Natural England due to environmental designations protecting the coastline (RAMSAR site, SPA, SAC, and SSSI).
- **Marine Monitoring Organisation Exemption:** The works are subject to an exemption granted by the Marine Monitoring Organisation.
- **RSPB Requirements:** The RSPB has a reserve adjacent to Snettisham Scalp, and a pre-condition of the beach recycling is that all plant and equipment must be stood down an hour either side of high tide to allow wading birds to feed and roost. This, along with any other RSPB requirements, must be followed to maintain our good working relationship with the RSPB.
- **Public Access and Safety:** The beach must remain open to the public, with appropriate warning signage deployed, by the Contractor, at all main public access points.
- **Plant and Equipment Requirements:** All plant must have working lights, amber beacons, audible reversing sirens, and rear-facing cameras. The Contractor must adhere to appropriate site speed limits for public safety.
- **Compound Area:** The compound area is historically made available free of charge, by Ken Hill Estates, within the Snettisham Public Car Park with the Contractor expected to bulldoze, level, and compact the surface on completion. The *Client* expects the car park to be available again this year as there is nothing to indicate this won't be the case at present, however, if access were withdrawn the *Client* would treat this as a CE and would look to either secure alternative compound location themselves or via the *Contractor*.

- **Temporary Ramp:** The Contractor will construct a temporary ramp over the shingle ridge onto the beach from the compound, ensuring that public ramps and accesses remain undisturbed. Throughout the works, the height and width of the shingle ridge and the condition of the ramp will be diligently maintained. Upon completion, the ramp will be removed, and the ridge will be reinstated. Additionally, the ramp and compound area will be appropriately fenced for safety and security.
- **Vehicle Recovery and Refuelling:** All vehicles and plant must be recovered to the compound at the end of each shift, except the excavator, which can be moved to the landward side of the shingle ridge at Snettisham Scalp. No refuelling of plant is allowed seaward of the shingle ridge, and no unsecured fuel storage is permitted on site. The Contractor must provide secure fencing, welfare, lighting, fire extinguishers, first aid, spill kits, and drip trays at the compound, with appropriate first aid, fire extinguishers, and spill kits also available in vehicles and plant. The Contractor is to provide a vehicle recovery plan in case of stranding.
- **Vegetation and Soft Sand:** The Contractor must avoid driving over vegetation and soft sand between low and high water. Exposed tops of wooden groynes along the transit route should be covered with sand to prevent damage. Utilities information will be provided, and the access route must be agreed upon to avoid damage to Heacham Outfall. The Contractor must liaise with the Client to determine if other works are being carried out in the adjacent area or within the site boundary by others, ensuring no detrimental impact on the works.
- **CDM Regulations:** The works fall under the client's interpretation of the CDM regulations, with a Principal Designer appointed, and the *Contractor* must allow sufficient time for review of construction phase plan. The *Contractor* is expected to undertake their responsibilities under CDM.

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.

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

- 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.

1.7 Management of the Works

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

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

- Project start meeting
- Monthly progress meetings from the *starting date* to *completion*. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.

- Monthly commercial meetings from the *starting date* to *completion*. 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.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: Site Diary/Log

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

1.9 Quality Management

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

- Photographic evidence of works area and access route before and after works completed. Should be available to Client on request.

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

- Post Work Inspection

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.

- A Notice of Intended Entry is served a minimum 10 working days prior to the commencement of works to landowner and / or Management companies.
- Works Are covered under a 5yr Natural England assent.

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:

- Not applicable.

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*.

1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the *period of reply* to respond to the RAMS.

1.11.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP)

1.12 Procurement of subContractors

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

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

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

1.13 Title

Marking

1.13.1 N/A

Materials from Excavation and demolition

1.13.2 N/A

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 [delete, add or amend to the following examples as required for each specific project]:

- All hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- All excavation and earthworks must be fully complete, and all construction plant, and machinery must be removed from site.
- All site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
- On completion of the works, the Contractor must make good any damage to the Snettisham car park and may need to revisit for further works.
- All stock fencing, gates and styles must be reinstated on pre-commencement alignments.

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

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.

- [REDACTED]
- [REDACTED]

1.16 SITE PROGRESS MEETINGS

1.16.1 One monthly progress meeting. Suitable date and time to be agreed with the Breheny Civil Engineering Ltd and Environment Agency Project Manager.

1.16.2 Location: Primarily Microsoft Teams and where appropriate in person. Site visits will be had at Heacham or another location to be agreed with Contractor at a later date.

1.16.3 Chairperson (who will also take and distribute minutes): Stephen Green Environment Agency Package Manager.

2. Drawings

Drawing Number	Revision	Title
Map 1	Rev A	Beach Recycling Map 1
Map 1A	Rev A	Beach Recycling Map 1A
Map 2	Rev A	Beach Recycling Map 2
Map 2A	Rev A	Beach Recycling Map 2A
Map 3	Rev A	Beach Recycling Map 3
Map 3A	Rev A	Beach Recycling Map 3A
Map 4	Rev A	Compound and Welfare

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Lot 1 – Spec Supplementary clauses – General	23/06/2024 - V1.0	
Lot 1 & Lot 3 – Supply Chain Passport Template	22/03/2024 - V1.0	
Exchange Information Requirements (LIT 17641)	12/2022 - V3.0	
SHEW CoP (LIT 16559)	12/2023 - V 6.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Minimum Technical Requirements - LIT 13258	11/06/2024	Yes
Civil Engineering Specification for the Water Industry (CESWI)	8th Edition	Yes
<i>Contractor</i>		

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 Breheny Civil Engineering Ltd. 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 Stephen Green
[REDACTED]

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 3 weeks to allow the Principal Designer to review construction phase plans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Choice of Equipment

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

4.4.2 The *Contractor* ensures that all plant is maintained.

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

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

4.5 Permits

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

Date by which it will be provided

NOT REQUIRED

4.5.2 The <i>Contractor</i> shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The <i>Contractor</i> shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The <i>Contractor</i> shall be responsible for all costs associated with permit applications. 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.	
CEs will, in the first instance, be priced in line with the rates indicated in the <i>Contractor's</i> Framework Workbook submissions, where available. Variations from these rates will be identified and substantiated by the <i>Contractor</i> during the submission of a CE.	
<i>Contractor</i> must programme and resource to consider specified working windows and completion dates.	
<i>Contractor</i> to provide monthly programme updates, cost updates and to attend monthly package progress meetings.	
<i>Contractor</i> to allow sufficient notice of intent to demobilise so a joint onsite snagging meeting can be carried out after works are completed and before demobilisation.	
The <i>Client</i> must review and accept design prior to any work commencing.	
4.6 Working Times 4.6.1 The <i>Contractor</i> will be permitted to work between appropriate tidal windows maximising use of daylight hours where possible on weekdays (Monday to Friday). A 2-hour stand-down (1 hour either side of high tide) will be required for environmental purposes where applicable. 4.6.2 All works must be completed each year by 15th March.	

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 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*

Item	Date by which it will be provided
PCI Document	04/01/2025

7. Site Information

The *Client* will Provided as Pre Commencement Information

Proposed sub-Contractors

	Name and address of proposed <i>Sub Contractor</i>	Nature and extent of work
1.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	