NEC4 Engineering and Construction

Short Contract

Crown Commercial Services Framework – Northwest Hub

A contract between	**The Environment Agency** [redacted]
And	**A E Yates Limited**
For	**GMMC BRC Recon 23-24 Assets Programme**
	Contract Forms - **Contract Data** - **The *Contractor's* Offer and *Client's* Acceptance** - **Price List** - **Scope** - **Site Information**

Contract Data

The *Client's* Contract Data

	The *Client* is	
Name	Environment Agency	
Address for communications	[redacted] Project & Contract Management (PCM) Department Richard Fairclough House Knutsford Road, Warrington WA4 1HT	
Address for electronic communications	[redacted]	
The *works* are	To undertake works of a minor civils nature to: Refurbish Sale Ees Overspill Weir. Survey and embankment infill of Sealand Main Drain. Refurbishment of Knolls Bridge Spillway.	
The *sites* are (NGR)	Sale Ees Overspill Weir, River Mersey, Sale [redacted] Sealand Main Drain, Greyhound Retail Park, Chester [redacted] Knolls Bridge Spillway, Backford Brook, [redacted]	
The *starting date* is	5th February 2024	
The *completion date* is	5th February 2025	
The *delay damages* are	[redacted]	Per day
The *period* for reply is	2	Weeks
The *defects date* is	52	weeks after Completion
The *defects correction period* is	4	Weeks

The *assessment day* is	the last working day	of each month
The *retention* is	nil	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply

The *Adjudicator* 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 *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* 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 *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	
The *Client* provides this insurance	None

Insurance Table

Event	**Cover**	**Cover provided until**
Loss of or damage to the *works*	The replacement cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The *Contractor's* 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 *Contractor*) arising from or in connection with the *Contractor's* 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 *Contractor* 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 *Contractor* to use the skill and care normally used by professionals providing works similar to the works	Minimum £……. 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 *Adjudicator nominating body* is	The Institution of Civil Engineers
The *tribunal* is	litigation in the courts

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Only enter details here if additional conditions are required.

Z1.0	Sub-contracting
Z1.1	The *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* 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 *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the works only with the *Client's* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.
Z6.4	The *Contractor* 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 *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* 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 *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* 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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z30.0	Material Price Volatility The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.
Z30.1	Defined terms a) **The Latest Index (L)** is the latest index as issued by the *Client*. The L, which is at the discretion of the *Client*, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due. b) **The Price Volatility Provision (PVP)** at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it. c) **Material Factor (MF)** 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.
Z30.2	Price Volatility Provision Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as: Assessment x MF x L = PVP If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client*.

Z30.3	Price Increase Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.
Z30.4	Compensation Events The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event. The Defined Cost for compensation events is assessed using - the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and - the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is
Name	A E Yates Limited
Address for communications	[redacted]
Address for electronic communications	[redacted]
The *fee* percentage is	[redacted] %
The *people rates* are	Based on [redacted] / day

category of person	unit	Rate
Contracts/ Projects Manager	Per Hour	[redacted]
Site Agent	Per Hour	[redacted]
General Foreman	Per Hour	[redacted]
Site Engineer	Per Hour	[redacted]
Chainman	Per Hour	[redacted]
Health And Safety Manager	Per Hour	[redacted]
Senior Commercial Manager	Per Hour	[redacted]
Senior Quantity Surveyor	Per Hour	[redacted]
Quantity Surveyor	Per Hour	[redacted]
Working Ganger	Per Hour	[redacted]
Steel fixer / Joiner	Per Hour	[redacted]
Skilled Operative c/w plant ticket	Per Hour	[redacted]
General Operative	Per Hour	[redacted]
Plant Operative	Per Hour	[redacted]
Security Guard	Per Hour	[redacted]

The *published list of Equipment* is	CECA
The *percentage for adjustment for Equipment* is	[redacted]

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is	[redacted]
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	[redacted]

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

Signed on behalf of the *Client*

Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	[redacted]

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
1	**Preliminaries**				
1.01	Contracts manager/ Site Manager [redacted]	Week	[redacted]	[redacted]	[redacted]
1.02	H&S Advisor	Day	[redacted]	[redacted]	[redacted]
1.03	Site Foreman	Week	[redacted]	[redacted]	[redacted]
1.04	Quantity Surveyor [redacted]	Day	[redacted]	[redacted]	[redacted]
1.05	Weekly site set up	Week	[redacted]	[redacted]	[redacted]
1.06	Insurances	Item	[redacted]	[redacted]	[redacted]
2	**Schedule of works**				
	Project Management				
2.01 PM	Attendance at on-site meeting with EA representatives to discuss the works and view each site.	Item	[redacted]	[redacted]	[redacted]
2.02 PM	Attendance at weekly progress meetings with the Client or Client representative.	Item	[redacted]	[redacted]	[redacted]
2.03 PM	Production of an initial programme at the start of the Contract and update on a monthly basis for acceptance by the Client.	Item	[redacted]	[redacted]	[redacted]
	Sale Ees Overspill Weir				
2.01 Sale	Registration of the works as exempt flood risk activities (FRAP 8 Exemption)	Item	[redacted]	[redacted]	[redacted]
2.02 Sale	Drawings to be reviewed and updated to Construction status.	Item	[redacted]	[redacted]	[redacted]
2.03 Sale	[redacted]	Item	[redacted]	[redacted]	[redacted]
2.03 Sale	Exposed face of the spillway to be cleared of vegetation and any existing sealant and reinstated using Fosroc Renderoc.	Item	[redacted]	[redacted]	[redacted]
2.04 Sale	Landward face to be graded and protected using erosamat turf reinforcement matting. Matting to be fixed into an anchor trench at the toe.	Item	[redacted]	[redacted]	[redacted]

2.05 Sale	Access steps on the landward face to be removed and replaced with a ramp formed using concrete slab (to be flush with the crest).	Item	[redacted]	[redacted]	[redacted]
2.05A Sale	Repair works for tie in to Embankment on East side (Potentially omitted)	Item	[redacted]	[redacted]	[redacted]
	Sealand Main Drian Embankment				
2.01 Sealand	Undertake a topographical survey of the embankment to determine low spots below the required original Flood Defence level of 5.97m AOD.	Item	[redacted]	[redacted]	[redacted]
2.02 Sealand	Produce detailed design drawings for reinstatement embankment low spots.	Item	[redacted]	[redacted]	[redacted]
2.02A Sealand	2 No markers installed on Embankment as requested	Item	[redacted]	[redacted]	[redacted]
2.03 Sealand	The low spots are to be striped and infilled with imported topsoil compacted by tracking in and over the area then profiled to provide a flat finish (Based on 300 linear metres to be repaired)	1M / length		[redacted]	
2.03 Sealand	The low spots are to be striped and infilled with imported topsoil compacted by tracking in and over the area then profiled to provide a flat finish (Based on 150 linear metres to be repaired)	1M / length		[redacted]	
2.04 Sealand	The embankment is then to be seeded with amenity seed mix (Environment Agency Civil Engineering Specification for the Water Industry (CESWI) 7 grass seed mix 1).	1M / length		[redacted]	
	Knolls Bridge				
2.01 Knolls	A Flood Risk Activity Permit (FRAP) is required to be be compiled and submitted for the works	Item	[redacted]	[redacted]	[redacted]
2.02 Knolls	Produce detailed design drawings for the works.	Item	[redacted]	[redacted]	[redacted]
2.03 Knolls	Apply a concrete screed to the downstream slab spillway chute and extend the existing weepholes accordingly so that they function. Create a channel adjacent to the downstream slab so that the water can drain into the watercourse.	Item	[redacted]	[redacted]	[redacted]
2.04 Knolls	Rake out loose material inbetween the concrete pitching to the upstream slope, infill and repoint with appropriate repair mortar	Item	[redacted]	[redacted]	[redacted]
2.05 Knolls	Remove isolated vegetation growing through the joints of the downstream concrete slabs and upstream pitching	Item	[redacted]	[redacted]	[redacted]
2.06 Knolls	Rake out loose fill to cracking at the base plinth of the telemetry gauge infill and repair with appropriate mortar.	Item	[redacted]	[redacted]	[redacted]
2.07 Knolls	Rake out and infill the localised repair to the crest slab with appropriate mortar	Item	[redacted]	[redacted]	[redacted]

2.08 Knolls	Clear all weep holes to the crest slab and downstream slabs.	Item	[redacted]	[redacted]	[redacted]
2.09 Knolls	The metal railing and associated support running down the righthand side of the spillway chute needs to be detached and repositioned.	Item	[redacted]	[redacted]	[redacted]
2.10 Knolls	Deterioration of the downstream slab has occurred at a construction joint near the base of the chute approximately at the mid-point of the dam. The deteriorated concrete is to be broken out and infilled with new concrete.	Item	[redacted]	[redacted]	[redacted]
2.11 Knolls	[redacted]	Item	[redacted]		
			The total of the Prices		[redacted]

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.

The Environment Agency (EA) Project and Contract Management (PCM) team for the North West Hub are seeking to appoint a Contractor through the Crown Commercial Services (CCS) Framework to deliver 3 reconditioning projects. The projects are locationed in the Greater Manchester, Merseyside and Cheshire (GMMC) Area of the North West.

For all sites:

Project Management:

- Attendance at on-site meeting with EA representatives to discuss the works and view each site.
- Attendance at weekly progress meetings with the Client or Client representative.
- Production of an initial programme at the start of the Contract and update on a monthly basis for acceptance by the Client.
- The Contractor will provide a full set of construction drawings indicating the proposed works at each site. The construction drawings must comply with all Client specifications as noted within the Scope.
- If compliance with the MTR is not practical given site constraints, the Contractor must consider alternative solutions and submit to the Client for acceptance.
- The Contractor will carry out the role of CDM 'Designer' and 'Principal Contractor' for the construction period
- The Contractor is required to provide the relevant Health and Safety, Construction Phase Plan (CPP), Risk Assessment, Method Statements (RAMS) and CDM Documentation to the Client for each specific site. The Contractor must ensure that the documents satisfy the PD-PCMT checklist requirements.

Construction and Handover:

- The Contractor is required to provide all site set up in accordance with the SHEW Code of Practice
- The Contractor is required to comply with the EA Minimum Technical Requirements.
- Where appropriate, the Contractor is required to complt with the Civil Engineering Specification for the Water Industry 7th Edition.
- The Contractor is to liaise with the Client's CDM Principal Designer to produce the Health and Safety File and reinstate the site post construction.
- Where appropriate, the Contractor is required to provide any temporary works to facilitate safe access, dry working areas or any required and safe environment for conducting the works
- The Contractor is required to provide the relevant Traffic Management Plan (TMP) for each site.
- The Contractor is required to provide the relevant Site Waste Management Plan (SWMP) for each site.
- The Contractor is required to remove all waste/soil from site straight away to an appropriate licensed waste handler
- The Contractor is required to provide site photographs and records of the site before starting construction, during construction and post-construction.
- The Contractor is required to ensure that the area and surrounding environment are returned to their original state upon completion.
- The Contractor is required to issue all as-built drawings and associated H&S file information to the Client at completion of each site.

Site Specific:

Sale Ees Overspill Weir

Sale Ees Overspill Weir is a 70m long concrete overspill weir (2.30M height with a Flood Defence Level of 23.870m AOD) considered by the Reservoir Inspector a failed asset as part of an S10 Inspection and therefore the spillway requires repair to return to Target Grade Condition.

Specific activities expected within this project include but are not limited to the following:

- Detailed design has been carried out to undertake refurbishment of the spillway including correcting the erosion and slumping which has occurred along the embankment crest, which is to be 4m wide and be reinstated with grassblock, infilled with topsoil and seeded.
- The exposed face is to be cleared of vegetation and any existing sealent. It is to be reinstated using Fosroc Renderoc at 50mm thick and applied in layers and a 2.5mm x 50mm
- x 50mm wire mesh reinforcement placed 25mm below finished face.
- The landward face is to be graded at a slope no steeper than 1:4 and protected using erosamat turf reinforcement matting 25mm below finished surface. Matting to be fixed into an anchor trench at the toe.
- Currently there are access steps down the landward face of the spillway which are to be replaced with 1:6 Ramp formed using the concrete slab used for the crest and to be flush with the crest at the top.
- A Flood Risk Activity Permit (FRAP) will not be required to commence the works however a FRAP 8 Exemption will be required.

The drawings are not for Construction Issue and therefore need to be reviewed and status updated. No changes to the design are expected. The drawings describing the works are included in Section 2 below.

Sealand Main Drain Embankment

Sealand Main Drain is a raised earth 300m long embankment (Part of Finchetts FAS) and forms part of the flood defence from Clifton Drive Penstocks upstream to Greyhound Park Road culvert outlet.

Specific activities expected within this project include but are not limited to the following:

- The crest of the embankment has become uneven due to being situated on a popular public pathway route and is required to be reinstated. The length of the embankment is 300m (from the concreted access ramp to the brick flood wall).
- A topographical survey is required to be undertaken to determine the low spots (areas below the required original Flood Defence level of 5.97m AOD).
- Once identified, the low spots are to be striped (200mm) and infilled with imported topsoil (min 200mm thick compacted by tracking in and over the area then profiled to provide a flat finish at a width of 3m.
- The embankment is then to be seeded with amenity seed mix (Environment Agency Civil Engineering Specification for the Water Industry (CESWI) 7 grass seed mix 1).

The Contrator is to produce detailed design drawings to construction issue.

Knolls Bridge Spillway

Knolls Bridge Spillway was originally designed to enable surplus water from the wetlands to flood into Backford Brook.

Specific activities expected within this project include but are not limited to the following:

- A topographical survey is required of the downstream slab and slope to identify correct levels and any potential voids.
- On downstream slab - spillway chute (approximately 13m x 5m plan area) - apply a concrete screed to ensure surface water runs off towards Backford Brook. Existing weepholes through the downstream slab to be extended accordingly so that they still function. Create a channel adjacent to the downstream slab so that the water can drain into the watercourse. Approximate area of grass/soil to remove 1.0m wide x 0.2m deep and 0.5m long. Channel to be 1.0m wide.
- Rake out loose material in between the concrete pitching to the upstream slope, infill and repoint with appropriate repair mortar. (Approximately 10m x 3m surface area)
- Remove isolated vegetation growing through the joints of the downstream concrete slabs and upstream pitching.
- Rake out loose fill to cracking at the base plinth of the telemetry gauge infill and repair with appropriate mortar.
- Rake out and infill the localised repair to the crest slab with appropriate mortar
- Clear all weep holes to the crest slab and downstream slabs.
- The metal railing and associated support running down the righthand side of the spillway chute needs to be detached and repositioned off the concrete ramp to the grassed area further to the right, around 2.0m away. Reuse all elements of the existing railing system and provide new sections for the extension gap.
- Deterioration of the downstream slab has occurred at a construction joint near the base of the chute approximately at the mid-point of the dam. The deteriorated concrete is to be broken out 300mm each side and infilled with new concrete. As this activity will require breaking into the reservoir this work will be undertaken in conjunction with the Reservoir Engineer and will be co-ordinated via the Client.
- Replace the first 3 rotten timber posts of the timber fencing on the approach path to the spillway, right hand side.

A Flood Risk Activity Permit (FRAP) will be required prior to the works commencing on site.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Title	Site Reference
INI-JBAU-XX-08-DR-C-S3-P02-4001	General Arrangement	Sale Ees Overspill Wier
INI-JBAU-XX-08-DR-C-S3-P02-4002	Sections	Sale Ees Overspill Wier
INI-JBAU-XX-08-DR-C-S3-P02-4003	Details	Sale Ees Overspill Wier
INI-JBAU-XX-08-RA-C-S3-P01-4001	Designers risk assessment	Sale Ees Overspill Wier
INI-JBAU-XX-08-RP-C-S3-P01-4001	RAG	Sale Ees Overspill Wier

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Constructing a Better Environment Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V5 01/2023	
Environment Agency Minimum Technical Requirements	Version 12	
Civil Engineering Specification for the Water Industry 7th Edition	03/2011	yes

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

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

The Contractor will adhere to any environmental constraints identified within the scoping document for each site e.g. (but not limited to) in-channel working seasonal restrictions, ecological constraints/survey requirements such as bird nesting and bat roosting, SSSI/SAC requirements.

The Contractor is to prepare a full Construction Phase Plan (CPP) to be issued and signed by the Client prior to the commencement of any construction works. This should be presented to the Client no less than 14 days prior to when the Contractor intends to start work. This is to allow the Client to review the document, consult landowners on the proposed works methodology and obtain review and sign-off from the CDM Principal Designer.

The Contractor will not begin works on site until the Client has formally signed off the Construction Phase Plan and all Risk Assessments and Method Statements (RAMS).

The Contractor will consider Public and Operational Safety in all designs and e very effort must be made during the planning and management of activities to reduce the impact on the public and the impression of a

'considerate constructor' should be given at all times. This includes reducing noise, dust and vehicle/plant movements as far as reasonable.
Prior to commencement, the Contractor will consider and identify up-to-date service locations using drawings and review the SHEW Code of Practice in relation to services.
The Contractor will remove waste from site straight away by a licensed waste handler.
The *Contractor* will support the *Client* representative with the relevant information to update or create the Health and Safety file and Operation and Maintenance manual for each scheme.
Client will have the right to cancel/postpone the construction phase, without significant financial penalties, if the timing of the construction work due to seasonal constraints and the weather conditions means that it is not safe/appropriate for the work to be carried out or if funding is stopped.
The Contractor may publicise information about the works, so long as the Client has agreed in writing following review of the publication.
All designs prepared by the Contractor must comply fully with any standard Client specification.
The Contractor, whilst supplied with all known service information available to the Client, must demonstrate relevant due diligence when excavating/ breaking ground. The Contractor accepts liability for excavations / breaking out works, including the safe management of these works.
The *Contractor* will ensure the working area and access tracks are reinstated to the original condition in which it was, prior to the commencement of the works.
The *Contractor* is to advise the *Client* of any land registry required for a site compound. The *Client* is responsible for the compensation or agreements relating to securing the compound area.
The *Contractor* will ensure access along footpaths is maintained, or a suitable diversion planned and agreed with the relevant landowner/local council, throughout the duration of the works for public use.
The *Contractor* and *Client* will abide by the SHEW Code of Practice at all stages of the project.
All designs should adequately consider public safety arrangements
Working times The Contractor will be permitted to work between 8am and 5pm on weekdays (Monday to Friday). Additional hours outside of those listed above, including weekend hours, must be communicated to and signed off by the Client. The Contractor should allow at least 5 working dates notice to the Client if additional working hours are required.
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 their programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submit for acceptance in Microsoft Project (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works) 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/Flood Risk Activity Permit; 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**
Notice of Entries	At least 10 days prior to *works* commencement.
Services and Land Registry details (to be updated by *Contractor*)	Along with this contract

Site Information

All Site Information details have been provided within the Initial Expression of Interest documentation.Access into the sites will be provided to the successful Contractor on contractor award.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	[redacted]	[redacted]
[redacted]	[redacted] Form of Contract:	DETAILED DESIGN
3.	Form of Contract:	
4.	Form of Contract:	