

Property Flood Resilience Framework 2024	
A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Lakeside Flood Solutions Ltd
For	Provision of Property Flood Resilience products at 26 properties in Stanstead Abbots, Hertfordshire
	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	Alchemy, Bessemer Rd, Welwyn Garden City AL7 1HE	
Address for electronic communications	Gareth.codd@environment-agency.gov.uk	
The <i>works</i> are	Provision and installation of Property Flood resilience measures (PFR) for up to 26 properties in Stanstead Abbots, Hertfordshire	
The <i>site</i> is	Various residential addresses in Stanstead Abbots, Hertfordshire	
The <i>starting date</i> is	27/01/25	
The <i>completion date</i> is	27/01/26	
The <i>delay damages</i> are	N/A	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	to be decided for each call off from framework	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply.		
The <i>Adjudicator</i> is: the person appointed as follows:		

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	0.5	% per complete week of delay.
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000	
The <i>Client</i> provides this insurance	None	
Only enter details here if the <i>Client</i> is to provide insurance.		
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The cover is 1.2 times the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The cover is 1.2 times the replacement cost	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law. Each and every occurrence and include an 'indemnity to principal clause'.	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum £2,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination
Loss of damage to or failure of any Products used in Installation.	Minimum £1,000,000 in respect of every claim without limit to the number of claims	The Defects Certificate has been issued
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 with October 2020 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 sub- <i>Contractor</i> to the <i>Client</i> for acceptance. A reason for not accepting the sub- <i>Contractor</i> is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed sub <i>Contractor</i> until the <i>Client</i> has accepted him.
Z1.2	Payment to sub <i>Contractors</i> 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 <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. 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.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-<i>Contractors</i> • 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	Payment on Termination

	Replace Clause 92.3 with "If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments".
Z10	Data Protection
Z10.1	Schedule 14 – Data Protection Schedule of the Deed of Agreement shall be incorporated into this Agreement.
Z10.2	A request or instruction pursuant to Schedule 14 by the <i>Project Manager</i> shall be treated as being a request or instruction by the <i>Client</i> .
Z10.3	For the avoidance of doubt, reference to Supplier in Schedule 14 is reference to the <i>Contractor</i> .
Z11	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	Inflation At the Contract Date the <i>Client</i> set total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the Contract Date and the Contract Date. The proportion of Price Adjustment shall be equal to: The <i>Client</i> set total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Construction Output Price, Non-Housing Repair & Maintenance index – month rate] The Construction Output Price, Non-Housing Repair & Maintenance index – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the [<i>Client</i> set] total of the Prices. If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

Contract Data

The Contractor's Contract Data

The Contractor is

Name	Beth Healey	
Address for communications	Unit 2E, Invest House, Bruce Road, Fforestfach Industrial Estate, Swansea, SA5 4HS	
Address for electronic communications	beth@lakesidefloodsolutions.co.uk	
The fee percentage is	20	%
The people rates are	As per EA Framework Ratebook (Eastern)	
category of person	unit	rate
The published list of Equipment is	N/A	
The percentage for adjustment for Equipment is	20%	

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		£294,726.66 Please see supporting pricing schedule dated 23.01.24 RevB
		Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name Beth Healey

Position Sales Director

Signature 

Date 27/01/25

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
1	Homeowner Engagement				
2	Community Engagement drop in event				
3	Works inspections				
4	Homeowner agreements				
5	Order, supplier and installation of PFR products				
6	Wet testing				
7	Sign off and completion				
The total of the Prices				£294,726.66	Please see supporting pricing schedule dated 23.01.24 RevB

The method and rules used to compile the Price List are PFR 2024 Framework pricing schedule. Any items not listed on the schedule will be priced separately.

Please see comments in supporting pricing schedule dated 23.01.24 RevB

1. Description of the works

Stanstead Abbots Drain is a tributary of the river Lee, which runs through a rural area before reaching the village of Stanstead Abbots where it enters Marsh Lane culvert under Roydon Road and Marsh Lane. It exits the culvert and flows parallel to Marsh Lane, which then fluctuates between culvert and open channel.

Stanstead Abbots has experienced flooding on several occasions. The source of the flooding on some occasions was the Stanstead Abbots Drain which overtopped where it enters the culvert under Roydon Road. This is often due to the volume of water being too great for the culvert to convey. Fluvial flood waters then flow down Roydon Road and Marsh Lane. This has affected several properties, flooding some externally and internally and inundates the surrounding roads.

Flood waters from the Stanstead Abbots Drain combined with surface water run-off from nearby roads such as Roydon Road and Thele Avenue exacerbates the flooding to the whole area.

There are also a number of properties in the community set away from the main river that have suffered from internal flooding caused by surface water. Hertfordshire County Council have a database of such records in the village of which has been used to inform the properties to be targeted for the scheme, in addition to those at risk from the main river.

Extensive engagement has taken place in the community to educate and encourage residents to agree to have PFR installations at their property. This has involved door knocking, letter drops, community events and attendance at parish meetings.

26 properties have signed up to the Lot 2 phase of the project. 3 properties are designated as listed buildings, and several located within conservations areas. The *Client* has have commenced pre-application engagement with the planning authority to understand local requirements. The hope is that the need for planning permission and listed building consent is minimised where possible, although it is uncertain at this stage.

The *Client* are offering residents £8,000 contribution towards products and installation. The message to residents is that they must top-up costs that exceed this threshold.

The required outcome is the provision of Property Flood Resilience measures at **up to 26 properties** that have signed up to the next phase of the project. It is hoped that the provision of PFR measures will reduce the probability of water ingress from all source of flooding.

Lot 1 surveys were undertaken by JBA Consulting in May to June 2024 and these should form the basis of PFR recommendations.

Design

The *Contractor* designs the parts of the works which the Scope states they are to design.

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 his design.

The *Contractor* may submit their design for acceptance in parts if the design of each part can be assessed fully.

LOT 2: DETAILED DESIGN AND INSTALLATION

Under this Lot, the *Contractor* shall confirm the preferred PFR solution and carry out detailed design. Following approval from the *Client* and property owner and/or tenant, the *Contractor* shall install PFR interventions, in accordance with the property flood resilience Minimum Technical Requirements (MTR).

The *Contractor* shall collaborate with the *Consultant* on the development and delivery of the PFR programme.

This scope fulfils the requirements of the PFR Code of Practice including steps 5-6 of standard 3 (Options development and design), standard 4 (Construction) and standard 5 (commissioning and handover).

This scope should be read in conjunction with the PFR Code of Practice and property flood resilience Minimum Technical Requirements.

OBJECTIVES

The *Clients* objective is to improve the flood resilience of a property and its owner and/or tenant. Appropriate interventions to reduce the amount of water entering the property (RESISTANCE) or to limit the damage caused if water does enter the property (RECOVERABILITY) should be identified. Appropriate interventions that should be

taken by the property owner and/or tenant to prepare for flooding should also be identified (PREPAREDNESS). Collectively, the PFR solution will provide the property owner and/or tenant with the tools to prepare and build back better after a flood.

2.2 The objectives of the Contractor are to:

- confirm the preferred PFR solution, following engagement with the property owner and/or tenant, *Client*, and *Consultant*;
- Assess the effectiveness of any existing PFR measures and where appropriate, incorporate into the design;
- carry out detailed design of the preferred PFR solution and produce a PFR Specification which meets the standard of the property flood resilience MTR;
- work collaboratively to ensure any changes, including design amendments, are managed effectively and in accordance with the Framework Agreement;
- install, where appropriate, flood resistance and recoverability interventions in accordance with the PFR Specification;
- work collaboratively with the *Consultant* to provide assurance of the PFR solution, including post installation testing in line with the property flood resilience MTR;
- ensure that the commissioning and handover process is completed in accordance with this scope and the property flood resilience MTR, including encouraging property owner and/or tenants to sign up for PFR maintenance; and
- ensure that project closure is completed to the appropriate standard.

KEY DELIVERABLES

Table 1 sets out the key deliverables required to fulfil the requirements of this scope. The property flood resilience MTR sets out the requirements of these key deliverables

Table 1: Key deliverables- Lot 2

Service	Key deliverable
Detailed design	Option Development Summary Agreement
	PFR Specification
	Contract Scope
	Contract Scope Written Summary
Construction	Inspection and quality check
Commissioning and handover	Handover pack

DETAILS OF THE WORKS: DETAILED DESIGN

The Contractor shall:

- attend a project Start-up meeting with the *Client*;
- attend monthly progress meetings with the *Client*;
- liaise with the *Client* and *Consultant* to ensure they fully understand the flood hazard affecting the property, construction form and its condition and property owner and/or tenant assessment;
- attend a property owner and/or tenant demonstration day with the *Client*;
- confirm the preferred PFR solution by:
 - arranging and attending a Works Inspection with the property owner and/or tenant;
 - informing the *Client* at the earliest opportunity of any changes to the PFR solution and provide evidence to the *Consultant* and *Client* for written acceptance;

- confirming the preferred option via the completion of the Options Development Summary Agreement, in accordance with the property flood resilience MTR;

No detailed design activities can commence until approved by the *Client*, following provision of a signed Options Development Summary Agreement, in accordance with the property flood resilience MTR.

Upon written acceptance of a signed Options Development Summary Agreement by the *Client*, the *Contractor* shall commence detailed design. The *Contractor* shall:

- be responsible for the detailed design and specification of the preferred PFR solution under the Construction Design and Management Regulations (CDM);
- use their own skill and judgment to identify what proprietary items will suit the specific needs of the property and its owner and/or tenant in accordance with the property flood resilience MTR;
- identify the need for, and commission, structural surveys as per the property flood resilience MTR;
- identify the need for, and commission, all licences, authorisations, consents or permits required in relation to the performance of the PFR solution; and
- produce a PFR Specification in accordance with the property flood resilience MTR and deliver to the *Client* for written acceptance.

As part of the detailed design assurance process, the *Contractor* shall collaborate with the *Client* and *Consultant* to ensure that the PFR Specification meets the requirements of the Property Survey Report and the property flood resilience MTR.

Where not accepted, update within two (2) weeks unless otherwise agreed in writing by the *Client*.

Upon written acceptance of the PFR Specification, the *Contractor* shall:

- produce a Contract Scope and Contract Scope Written Summary for written acceptance by the *Client* and in accordance with the specification set out in the property flood resilience MTR.
- distribute the Contract Scope Written Summary, with an appended Contract Scope Agreement, in the agreed format to the property owner and/or tenant following approval from the *Client*.

The *Client* is responsible for securing a signed Scope Agreement.

Orders cannot be placed until permitted by the *Client*, following written acceptance of the Contract Scope and provision of a signed Scope Agreement.

DETAILS OF THE WORKS: CONSTRUCTION of PFR

Construction cannot commence until permitted by the *Client*.

The *Contractor* is responsible for the installation of the PFR solution in line with the manufacturers specification and as identified in the PFR Specification and Contract Scope. The *Contractor* shall:

- undertake a condition survey of the property, land, and any other features, such as highway, which may be affected by the works. The *Contractor* shall:
 - carry out the condition survey two (2) weeks before commencing work;
 - give the *Client* and property owner and/or tenant one (1) week notice prior to undertaking the condition survey;
 - ensure all photographs, surveys and inventories are date stamped and their location clearly defined;
 - provide a copy of the condition survey to the *Client* and property owner and/or tenant for written acceptance; and
 - Work cannot commence until the condition survey is accepted in writing by all parties.
- use their skill and judgment to overcome site specific issues that arise during the construction process, where changes to the Contract Scope Summary are required the *Client* and property owner and/or tenant should be notified at the earliest opportunity.
- where accidents or incidents arise, they must be reporting in accordance with the SHEW Code of Practice. Where required, the condition survey should be updated and accepted in writing by all parties;
- provide supervision for the works at each site to an appropriate level and duration to comply with the CDM Regulations and in line with the SHEW Code of Practice;
- attend regular progress meetings with the *Client*. Frequency shall be a maximum of one (1) per week.

- f. commission, all licences, authorisations, consents or permits required in relation to the performance of the PFR solution;
- g. identify and complete all snagging prior to the commencement of the commissioning and handover process;
- h. provide the *Client* with a photographic record of each completed PFR intervention. This should be clearly presented on a property-by-property basis and be provided in full for each site location;
- i. repeat the condition survey, as per Section 5.2 (a). The *Contractor* shall:
 - i. identify any damage attributed to their activities;
 - ii. engage with the *Client* and property owner and/or tenant to confirm any damage and required remediation;
 - iii. upon agreement from the *Client* and property owner and/or tenant, remedy damage attributable to their activities; and,
- iv. The cost of making good any damage shall be met by the *Contractor*.
- j. Work collaboratively with the *Consultant* to update the PFR Outcome Reporting Tool for the project as per the Framework Schedule 9. No modifications are to be made to this template.

The *Contractor* shall complete post installation testing and assurances, in collaboration with the *Consultant*. The *Contractor* shall:

- a. complete post installation wet testing on flood resistant doorsets and flood barriers of 20% of properties. Post installation wet testing shall:
 - i. be programmed in collaboration with the *Consultant* who shall witness a minimum of 50% of the *Contractors* post installation wet testing programme
 - ii. be in completed in accordance with the property flood resilience MTR;
 - iii. be supported by a method statement that has been accepted by the *Client*, in writing, as part of the Contract Scope;
 - iv. be agreed with the property owner and/or tenant prior to commencement.
- b. attend a Post Installation Audit, led by the *Consultant*, collaborating on its completion; and,
- c. rectify any issues identified as part of the Post Installation Audit. Where required, pre-condition photographs shall be taken and accepted in writing by the property owner and/or tenant prior to commencement.

DETAILS OF THE WORKS: COMMISSIONING AND HANDOVER

As part of the commissioning and handover process, the *Contractor* shall collaborate with the *Consultant* and *Client* to:

- a. provide training on the operation, storage, and maintenance of installed PFR interventions to the property and/or tenant;
- b. provide the property owner and/or tenant the option to sign up to after sales service including maintenance agreements;
- c. ensure the property owner and/or tenant is aware of the warranty periods associated with each intervention provided, in accordance with the property flood resilience MTR;
- d. produce a Handover Pack, in accordance the property flood resilience MTR, and deliver to the *Client* for written acceptance. Publish to the property owner and/or tenant in the format agreed with the *Client*;
- e. provide the relevant information to the *Consultant* for the Post Installation Flood Risk Report, in accordance with the property flood resilience MTR; and,
- f. attend, , a Flood Exercise Day with the *Client* and *Contractor*.

The *Contractor* is to keep a stock of consumable spares for the PFR intervention installed, which may be purchased by the homeowner or to advise property owners and/or tenant where spares can be purchased directly from the manufacturer.

DETAILS OF THE WORKS: PROJECT CLOSURE

As part of the project closure process, the *Contractor* shall:

- a. provide the relevant information to the *Consultant* to update the PFR Outcome Reporting Tool for the project as per the Framework Schedule 9. No modifications are to be made to this template;
- b. ensure all project data and outputs are provided back to the *Client*, in a format requested by the *Client*;
- c. support the development of customer feedback activities with the *Client* and *Consultant*;

- d. attend a lesson learnt workshop with the *Client* at the end of the contract to provide knowledge transfer and feedback to the *Client* on the PFR project, including contract management and key deliverables. The template provided in as per the Framework Schedule 9 should be used. No modifications are to be made to this template; and,
- e. complete 360 Feedback Form, as per as per the Framework Schedule 9. No modifications are to be made to these templates.

CONSTRAINTS ON HOW THE CONSULTANT PROVIDES THE SERVICES50

All model and survey information shall be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to *Clients' Data*.

Project deliverables shall be returned to the *Client* in an encrypted format (using WinZip 128 bit encryption) according to *Clients' Data*.

SERVICES AND OTHER THINGS PROVIDED BY THE *CLIENT*

The *Client* shall provide, as a minimum, the following:

- a. available address data;
- b. outputs of *Client* led community engagement including the Initial Property Questionnaire outputs;
- c. Hazard Assessment and Property Survey Report;
- d. Options Development Summary; and,
- e. Post flood incident report (where appropriate).
- f.

All data shared with the supplier remains the Intellectual Property of the *Client*.

Any material prepared by or on behalf of the *Contractor* for the purposes of the contract shall be the property of the *Client* and the *Contractor* shall have no rights, either expressly or impliedly therein. No use may be made by the *Contractor* of any material prepared for this contract by them, for purposes other than those stated in this document without the *Clients'* prior agreement.

2. Drawings

List the drawings that apply to the contract.

None to be supplied

Drawing Number	Revision	Title
N/A		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Minimum Technical Requirements	V13 Dated 11 June 2024	
SHEW CoP	V6 Dated September 2023	

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

Use of the site

The *Contractor* shall identify a suitable location for use as a site compound during the *works* and submit proposals to the *Client* for acceptance.

The *Contractor* may only use the Site for purposes connected with the *works*.

The *Contractor* shall make all adequate provisions to allow the Homeowner / Tenant unhindered access to their property at all time.

Access to the Site

The *Contractor* shall make arrangements for access to the Site for the duration of the *works*.

The *Contractor* shall determine the most appropriate and achievable access routes for the construction of the *works* and submit proposals to the *Client* as part of the design for acceptance.

The *Contractor* shall protect all access routes used during *works* and reinstate these to pre-*works* condition or better.

Confidentiality

The *Contractor* does not disclose information in connection with the *works* except when necessary to carry out their duties under the contract or their obligations under the contract.

The *Contractor* may publicise the *works* only with the *Project Manager's* written permission.

Security and protection on the site

The *Contractor* shall establish a liaison procedure with the Environment Agency's flood resilience team to obtain advance flood warnings.

Security and identification of people

The *Contractor* shall ensure that the construction *works* do not compromise the security of properties within or adjacent to the Site.

The *Contractor* is wholly responsible for the security of the compound, passage of vehicles, personnel/pedestrians and security of neighbouring properties which may be affected by the *works*, including Personnel, Plant, Equipment and Materials used in the delivery of *works*.

Protection of existing structures and services

Any structure or service affected by the *works* needs to be considered for protection. Several buildings are either listed or located in conservation areas. PFR measures proposed should be compliant with any additional requirements owing to this status. See Appendix C for a list of these properties.

The *Contractor* shall avoid damage to highways, roads, properties, land, trees and other vegetation, boundaries and any other features of the apparatus of statutory undertakers, the Highways Authority and others. In the event of damage the *Contractor* shall undertake repairs to pre-construction condition.

The *Contractor* shall restore any fencing that they are permitted to remove, and repair any fencing or gates that may be damaged as a result of their operations.

Debris burning shall not be permitted under any circumstances

The *Contractor* shall repair any structure or service damaged during the execution of the *works*, including each property. The *Contractor* shall make safe and restore any structure to its operative condition to the satisfaction of the *Client* and the owner. The requirements of this Clause shall extend to any structure and service wherever it may be.

Protection of the works

The *Contractor* protects the *works*, Material, Plant and Equipment liable to damage either by the weather or by the method used for carrying out the construction of the *works*. Damage attributable to the *Contractor's* activities shall be determined by the *Client* and remedied by the *Contractor*. The cost of making good any damage shall be met by the *Contractor*.

Cleanliness of the roads

The *Contractor* shall take all reasonable steps to minimise dust nuisance during the construction of the *works* in accordance with pollution emergency plans.

The *Contractor* prevents vehicles entering and leaving the Site depositing mud or other debris on the surface of adjacent roads, pavements or footpaths, and removes promptly any materials deposited.

The *Contractor* keeps the *site* tidy and promptly removes rubbish, waste and surplus. Materials, Plant and Equipment are positioned, stored and stacked in a safe and orderly manner.

Commented [TN1]: This isn't a defined term in ECSC contract, suggest use of '*site*' instead.

Traffic management

The *Contractor* is responsible for any traffic safety and management, including obtaining road closure, opening, or traffic signals consents and nominates one of his site staff to be responsible for all related activities.

Before any work in, or affecting the use of, any highway or road is commenced, the *Contractor's* proposed method of working, including any special traffic requirements, is agreed with and confirmed in writing to, the *Client*, and all relevant authorities.

Where appropriate the *Contractor* shall produce a Traffic Management Plan to be submitted to the *Client* prior to construction of the *works*. Traffic movement to and from the Site is to be the minimum necessary and delivery and removal of Materials and Equipment shall avoid peak traffic hours.

The Traffic Management Plan is to include, but is not limited to, the following:

- Access routes to be taken by heavy vehicles, noting any height or weight restrictions.
- Structural assessment of any weak farm crossings/culvert/bridges which need to be crossed.
- Timings for heavy load movements.
- Vehicular routing.
- Parking restrictions for construction vehicles on the public highway surrounding the site.
- Pedestrian walkways around the site.
- Storage areas.
- Timetable for removal of site compound equipment.

The *Contractor* co-operates with the relevant authorities concerning *works* in, or access to, the highway. The *Contractor* informs the *Client* of any requirements or arrangements made with the relevant authorities.

Condition survey

At least 2 weeks prior to taking possession of the Site, the *Contractor* shall undertake a condition surveys of all highways, property, land and any other features which may be affected by the *works* including boundaries, gates,

fences, walls as well as land and surfaces within the working areas, access routes, compounds and all private properties and structures adjacent to the working areas. The *Contractor* shall make a note and take pictures of any existing damage and bring this to the attention of the Homeowner or Tenant. The *Contractor* shall provide a copy of the condition survey to the *Client*.

The *Contractor* shall repeat the condition survey on Completion of the *works* and provide a copy to the *Client*.

Photographs, surveys and inventories must be date stamped and copies held by the *Contractor*. The *Contractor* shall provide these to the landowner(s) affected, the *Client*, the *Client's* estates officers, the *Client* and the *Supervisor*.

The *Contractor* shall undertake condition surveys with the *Supervisor*, and any others invited by the *Contractor*, *Client* or *Supervisor*. The *Contractor*, *Client* and *Supervisor* notify each other in advance if any others are invited. The *Contractor* shall remedy damage attributable to his activities. The cost of making good any damage shall be met by the *Contractor*.

The *Contractor* shall give at least 1 week notice to the *Client* and *Supervisor* prior to undertaking any condition survey.

Consideration of others

The *Contractor* shall register the site and act in accordance with the Considerate *Contractor* Scheme. As such the *Contractor* shall work to limit the impacts of the *works* on local residents and the land uses.

The *Contractor* shall identify a named individual to act as the initial point of contact for local residents and enquiries from the general public.

Control of site personnel

The *Contractor* shall ensure that all persons working on or visiting the Site hold a valid and current Construction Skills Certification Scheme (CSCS) card. Persons without this card shall be escorted at all times by a member of the site team.

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A visitors' book will be maintained by the *Contractor* in which the date, the time in, the time out, evidence of a specific Health and Safety induction, CSCS number, and the name and company of the person visiting shall be noted.

The *Contractor* shall make appropriate arrangements for the control of people working and visiting the Site.

Site cleanliness

The *Contractor* shall take all reasonable steps to minimise dust nuisance during the construction of the *works* in accordance with pollution emergency plans.

The *Contractor* prevents vehicles entering and leaving the Site depositing mud or other debris on the surface of adjacent roads, pavements or footpaths, and removes promptly any materials deposited.

The *Contractor* keeps the Working Areas tidy and promptly removes rubbish, waste and surplus. Materials, Plant and Equipment are positioned, stored and stacked in a safe and orderly manner.

Waste materials

The *Contractor* shall provide a suitable assessment for the removal and disposing of any hazardous materials by suitable licensed and regulated parties.

Deleterious and hazardous materials

The *Contractor* shall consider the existing fixed materials that would be disturbed as a part of the *works*. An appropriate assessment should be carried out to identify the type and hazards and an appropriate additional measure needed to mitigate the risk for the *Contractor* and the Homeowners/ Tenants.

Working times

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

5. Requirements for the programme

The *Contractor* submits his programme with the *Contractor's Offer* for acceptance. The *Contractor* shows on each programme which he submits for acceptance on a monthly basis (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*

a) The *Contractor* shall provide the following on the Site for the duration of construction:

- Parking.
- Storage facilities.
- Medical facilities and first aid.
- Sanitation, with provision for segregated male and female WC.
- Security.
- Sign boards and other signage.
- Safety equipment and services.
- Fences, screens and hoardings.
- Maintenance of access roads.

- Utilities, e.g. Water and power.

Specific details of what is to be provided shall be included in the Construction Phase Plan.

6.2 Services and other things to be provided by the *Client*

- a) The *Client* shall provide the *Contractor* with access to the Site.
- b) The *Contractor* shall pay all third party costs associated with applications for consents, approvals, agreements and licences in connection with the *works*.

Item	Date by which it will be provided
N/A	

7. Site Information

N/A

Proposed sub-Contractors

	Name and address of proposed subContractor	Nature and extent of work
1.	Form of Contract:	