



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1.2	Contract

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Bridge Civil Engineering Ltd
For	Intermittent Maintenance & Recondition (IM & Rec) Programme – Direct Award – BCEL – Cottey Brook Culvert Flap Replacement
	Contract Forms - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance - Price List - Scope - Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[REDACTED]	
	The <i>Contract Administrator</i> is	
Name	[REDACTED]	
Address for communications	[REDACTED] [REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Cottey Brook Culvert – See SPP	
The <i>site</i> is	Cottey Brook Culvert – See SPP	
The <i>starting date</i> is	28 th July 2025	
The <i>completion date</i> is	31/03/2026	
The <i>delay damages</i> are	[REDACTED]	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 <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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack

Z13	<i>Contract Administrator</i>
Z13.1	<p>Under Clause 14.5, the <i>Client</i> delegates their actions defined in the contract to the <i>Contract Administrator</i> except for:</p> <ul style="list-style-type: none"> • <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works • Clause 16 Access to the <i>site</i> and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination <p>The <i>Client</i> may replace the <i>Contract Administrator</i> after they have notified the <i>Contractor</i> of the name of the replacement.</p>
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 <i>Contractor</i> is	
Name	Bridge Civil Engineering Ltd	
Address for communications	Silverton House, Chudleigh, TQ13 0DF	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	As Framework Agreement	%
The <i>people rates</i> are	As Framework Agreement	
category of person	unit	rate
The <i>published list of Equipment</i> is		As Framework Agreement
The <i>percentage for adjustment for Equipment</i> is		As Framework Agreement

Contract Data

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

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

The offered total of the Prices is **£ 91,787.10**

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

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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.

[illegible]

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

Refer to Cottey Brook Culvert SSP for site specific details.

1. Description of the *works*

1.1 Project background

1.1.1 This project is part of a wider Intermittent Maintenance & Recondition programme. A site specific pack (SSP) has been provided for the site. Please refer to Cottey Brook Culvert SSP for background, project objectives and specific objectives.

1.2 Description of the *works*

1.2.1 The *works* are detailed within Cottey Brook Culvert SSP.

1.3 *Contractor's* design

1.3.1 Any required *Contractor* design is stated within the Cottey Brook Culvert SSP.

1.4 Accommodation

1.4.1 The *Contractor* shall provide such accommodation, services and facilities as are necessary to complete the *works*, as quantified and priced in the Price List.

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 shall be 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. Refer to Cottey Brook Culvert SSP's for any requirements.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which it needs in connection with the *works*. Refer to Cottey Brook Culvert SSP's for any requirements.

1.7 Management of the Works

1.7.1 The *Client* and *Contractor* shall 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* shall attend the following meetings:

- Project start meeting
- Monthly progress meetings from the *starting date* to the Completion Date. The *Client* will confirm the date and venue of these meetings. The *Client* will chair and record these meetings.
- Monthly commercial meetings from the *starting date* to the Completion Date. The *Client* will confirm the date and venue of these meetings. The *Client* will chair and record 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 its updated programme a minimum of 2 working days ahead of each monthly progress meeting. This report shall:

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

1.7.4 Deliverables are to be as per those stated in the Cottey Brook Culvert SSPs.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: Nearest weather station to construction site. Site location as detailed in Cottey Brook Culvert SSP's.

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:

- Refer to Cottey Brook Culvert SSP's.

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

- Refer to Cottey Brook Culvert SSP's.

1.9.3 Until the *defects date*, the *Client* may instruct the *Contractor* to search for a Defect.

1.9.4 The *Client* may 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 After Completion, the *Contractor* shall correct a notified Defect before the end of the *defect correction period*. This period begins at the later of 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 *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works. Refer to Cottey Brook Culvert SSP's for site specific details.

1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works: Refer to Cottey Brook Culvert SSP's for site specific details.

1.11 Health, Safety & Environment

1.11.1 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.

1.11.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.

1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* shall act as *Principal Contractor* under the Regulations and be responsible for the interfaces with other contractors.

1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submit these to the *Client* for acceptance. The *Contractor* shall 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* shall undertake 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 is 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 subcontracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a subcontract to a subcontractor, the Delivery Partner shall update the notice on Contracts Finder with details of the successful subcontractor.

1.13 Title

Marking

1.13.1 Refer to Cottey Brook Culvert SSP for site specific details.

Materials from Excavation and demolition

1.13.2 Refer to Cottey Brook Culvert SSP for site specific details.

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 will be 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* will be responsible for making the initial judgement following the joint inspection.

1.14.2 The following criteria must be met for the *works* to be certified as Complete:

- All hard landscape construction work must be fully complete.

- All excavation, earthworks, and topsoiling work must be fully complete, and all construction plant and machinery must have been 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.
- Any other *works* stated within the Cottey Brook Culvert SSP must be completed.

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, and
 - Any other items specifically stated within the Cottey Brook Culvert SSP.

1.15 ACCOUNTS AND RECORDS

1.15.1 The *Contractor's* applications 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 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR", together with the relevant Framework Hub / Area, and PO number in the email subject line.

1. apinvoices-env-u@gov.sscl.com and
2. ea_invoices-pa@environment-agency.gov.uk

1.16 PROGRESS MEETINGS

1.16.1 Frequency:

Pre-construction - Minimum 1 meeting a month, but may increase to fortnightly if required.

Construction – Minimum 1 site visit a week.

1.16.2 Location: Site or MS Teams meeting.

1.16.3 Chairperson (who will also take and distribute minutes): Contract Administrator (AECOM).

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
Refer to Cottey Brook Culvert SSP for site specific details		

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	V 13	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 7	

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 (except for those excluded in contract clause Z13) are delegated to the *Contract Administrator*. The *Contractor* shall only act upon instructions received from the *Contract Administrator* via Fastdraft.

4.2 All communications from the *Contractor* to the *Client* shall be sent to the *Client* (EA) and *Contract Administrator* via Fastdraft (formally) and email (informally).

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 must be fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in *Contractor's* Equipment.

4.3.3 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments, ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.3.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

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

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

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

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

4.3.9 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures that are 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 at 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 or agricultural use, or part of the local social amenities, etc. Any problems with access must 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 its own risk.

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

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

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

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

4.3.17 The *Client* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. All emergency procedures shall be 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 *Project Manager* upon request.

4.3.19 No mud or other debris is to be deposited on any tarmac areas outside the site access gate and any such material is 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 may be added to the contract upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on the Contractor's 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* shall ensure that all plant is properly 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 The *Contractor* shall obtain a Flood Risk Activity Permit from the Environment Agency where required.

4.5.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. The *Client* has, where possible, started the application process which will need to be transferred to the *Contractor* and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment. The need for permits is to be discussed with the *Project Manager* prior to applying for permits

4.6 Working times

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

4.7 Site Restrictions

4.7.1 Refer to Cottey Brook Culvert SSP for site specific details

5. Requirements for the programme

5.1 The *Contractor* shall submit his first programme with the *Contractor's* Offer for acceptance.

5.2 The *Contractor* shall submit the programme in Adobe PDF.

5.3 The *Contractor* shall show on each programme which they submit for acceptance (in the form of a 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 and 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, and
- (e) Completion Date.

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* shall notify the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- The *Contractor's* plans which it shows are not practicable,

- It does not represent the *Contractor's* plans realistically, or
- It does not comply with the Scope.

5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1) week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

5.6 The *Contractor* shall show on each revised programme:

- The actual progress achieved on each operation and its effect upon the timing of the remaining work,
- How the *Contractor* plans to deal with any delays and to correct notified Defects, and
- Any other changes which the *Contractor* proposes to make to the Accepted Programme.

5.7 The *Contractor* shall submit a revised programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to,
- When the *Contractor* chooses to and, in any case,
- At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*.

From	To	Interval
<i>Starting date</i>	Start of establishment period	1 month
Start of establishment period	End of establishment period	3 months
Start of maintenance	Completion	Annual

5.8 Refer to Cottey Brook Culvert SSP for site specific details.

6. Services and other things provided by the *Client*

Item	Date by which it will be provided
Site Specific Packs and associated appendices	April 2025
Fastdraft Access	June 2025

Site Information

The site

Description: Refer to Cottey Brook Culvert SSP for site specific details.

Existing utilities and services

Drawings: Refer to Cottey Brook Culvert SSP for site specific details.

Other information: Refer to Cottey Brook Culvert SSP for site specific details.

Soils and Ground water

Information: Refer to Cottey Brook Culvert SSP for site specific details.

Site investigation

Report: Refer to Cottey Brook Culvert SSP for site specific details.

Site location plans

Issue details: Refer to Cottey Brook Culvert SSP for site specific details.

Health and safety file

Issue details: Refer to Cottey Brook Culvert SSP for site specific details.

Access to site

Description: Refer to Cottey Brook Culvert SSP for site specific details.

Limitations: Refer to Cottey Brook Culvert SSP for site specific details.

Access for inspections: Refer to Cottey Brook Culvert SSP for site specific details.

Use of the site

General: Refer to Cottey Brook Culvert SSP for site specific details.

Limitations: Refer to Cottey Brook Culvert SSP for site specific details.

Surrounding land / building uses

General: Adjacent and nearby uses are as follows: Refer to Cottey Brook Culvert SSP for site specific details.

Health and safety hazards

General: The nature and condition of the site / building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

- Refer to Cottey Brook Culvert SSP for site specific details.

Information: The accuracy and sufficiency of this information is not guaranteed. The *Contractor* must ascertain if any additional information is required to ensure the safety of all persons and the *works*.

Site staff: The *Contractor* must draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

Proposed subcontractors

	Name and address of proposed subcontractor	Nature and extent of work
3.	Form of Contract:	
4.	Form of Contract:	
5.	Form of Contract:	
6.	Form of Contract:	