

# NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework  
Lot 1 Civil Engineering (Maintain and Construct)

A contract between	The Environment Agency ██████████ ██████████ ██████ ██████████
And	Breheny Civil Engineering Ltd
For	Chalkney Mill Eel Pass
	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	Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
	The <i>Contract Administrator</i> is	
Name	[REDACTED]	
Address for communications	n/a	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Supply and install eel pass at Chalkney Mill.	
The <i>site</i> is	[REDACTED]	
The <i>starting date</i> is	1 <sup>st</sup> July 2024	
The <i>completion date</i> is	No later than 31st October 2024	
The <i>delay damages</i> are	[REDACTED]	Per day
The <i>period</i> for reply is	2	weeks
The period between completion of the <i>works</i> and the <i>defects date</i> is	52 weeks	

The <i>defects correction period</i> is	4	Weeks, except that
The <i>defects correction period</i> for	[Incident work is]	[to be undertaken within ...]
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) <b>does</b> 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 Contractor to the Client for loss of or damage to the Client’s property is limited to	£100,000 [Discuss with DgC Lead if wish to increase]	
The Client provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the works	1.2x the replacement cost	The Client’s certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	The defects date plus 2 years
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 £2,000,000 in respect of every claim without limit to the number of claims	The defects date plus 2 years
The Adjudicator nominating body is	The Institution of Civil Engineers	
The tribunal is	Litigation in the courts	

# Contract Data

## The *Client's* Contract Data

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

<b>Z1</b>	<b>Sub-contracting</b>
Z1.1	The <i>Contractor</i> submits the name of each proposed <i>subcontractor</i> 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 <i>subcontractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to <i>subcontractors</i> and <i>Delivery Partners</i> will be no more than 30 days from receipt of correct invoice.
<b>Z2</b>	<b>Environment Agency as a regulatory authority</b>
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 <i>works</i> 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.
<b>Z3</b>	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
<b>Z4</b>	<b>Correctness of Site Information</b>
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.
<b>Z5</b>	<b>The Contracts (Rights of Third Parties) Act 1999</b>
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.
<b>Z6</b>	<b>Design</b>
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 <i>works</i> 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.
<b>Z7</b>	<b>Change to Compensation Events</b>
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"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and <i>subcontractors</i></li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
<b>Z8</b>	<b>Framework Agreement</b>
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> .
<b>Z9</b>	<b>Termination</b>
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>
<b>Z10</b>	<b>Data Protection</b>
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
<b>Z11</b>	<b>Liabilities and Insurance</b>
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
<b>Z12</b>	<b>Packaging</b>
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.

<b>Z13</b>	<b>Contract Administrator</b>
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"> <li>• <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works</li> <li>• Clause 16 Access to the <i>site</i> and provision of services</li> <li>• Clause 51 Payment</li> <li>• Clause 82 Recovery of Cost</li> <li>• Clause 83 Insurance</li> <li>• Clause 90 Termination</li> </ul> <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>
<b>Z14</b>	<b>Inflation</b>
<b>Z14.1</b>	<p>At the Contract Date the total of the Prices includes sums to cover inflation until Completion.</p> <p>On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.</p>

## The Contractor's Contract Data

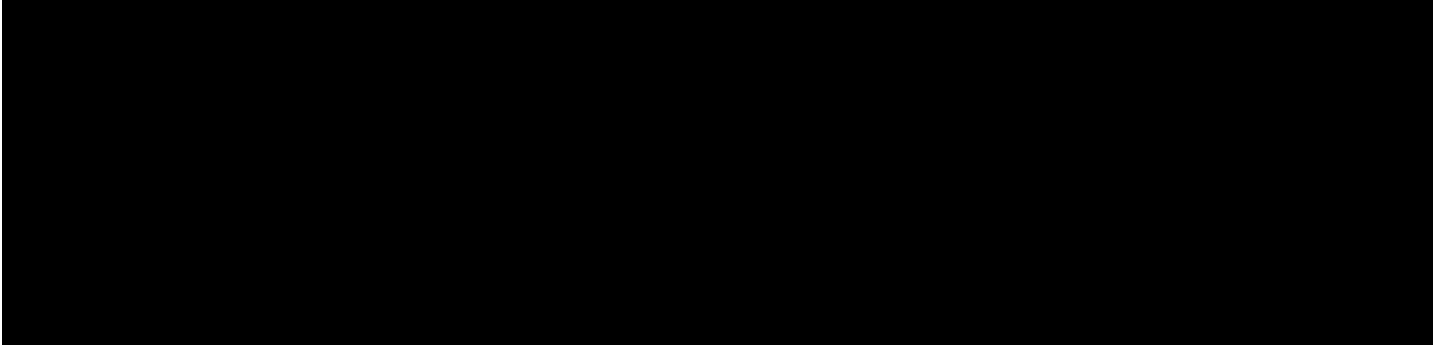
	The <i>Contractor</i> is	
Name	Breheny Civil Engineering Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED] [REDACTED]	
The <i>fee</i> percentage is	[REDACTED]	%
The <i>people rates</i> are	As per the AOMR Framework Rates	
category of person	unit	rate
The <i>published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



# Sub-contractors

The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

	Name and address of proposed subcontractor	Nature and extent of work
--	--	---------------------------



2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	

# 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

██████████

**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* [signatory in accordance with FSOD requirements]

Name

Position

Signature

Date

# Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook. The *Client* and *Contractor* agree the items, quantities, and costs for the project by applying the relevant items and rates from the Lot 1 Pricing Workbook. The *Client* enters the relevant subtotals below and removes the unused headings. Delete this guidance before issue.

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook. The detailed price breakdown reference is [INSERT project specific file reference].

Ref	Description	Sub total
	Prelims for quotation including FRAP Submission	
	Development of Detailed Design	
	Site provisions for welfare, set up compound, storage and access route	
	Provide detailed design drawings	
	Provide 'for construction' drawings	
	Construction of eel pass	
	Site clearance, disposal off site and make good access routes.	
	Provision of health and safety file	
The total of the Prices		

The method and rules used to compile the Price List are:

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Pricing Workbook.

When ordering products and constructing the *works*: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

# Scope

## 1. Description of the *works*

Chalkney Mill is a privately owned mill house with a weir and mill gate/penstocks to control flow within bypass channel.

Supply and install an eel pass at this location ideally within bypass channel.

### 1.1 Project background

1.1.1 As part of Eel (England and Wales) Regulations 2009 Regulation 14(2) a notice was served on the Environment Agency to construct a fully functioning eel pass and take action to do this by 30<sup>th</sup> September 2024.

1.1.2 The objective is to install a fully functioning eel pass to the satisfaction of the Environment Agency's Fisheries Specialist.

1.1.3 An eel pass will enable and allow eels to successfully migrate upstream.

### 1.2 Description of the *works*

1.2.1 The *works* are:

- Provide a Detailed Design of the eel pass so it is compliant with and meets the requirements of the Eel (England and Wales) Regulations 2009 and includes provision for future maintenance.
- Provide pre-construction drawings which are to be agreed by Client.
- Installation & construction of eel pass within area of bypass spill.

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

### 1.3 *Contractor's* design

1.3.1 The Client has a concept design a detailed design is required by Contractor, this will need to be developed and agreed with Client.

### 1.4 Accommodation

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, as quantified and priced in the Framework Pricing Workbook.

### 1.5 Access to the Site

1.5.1 Prior to first entry to the site to undertake physical *works*, the *Contractor* shall record the condition of the site and accesses to the site through photographs and videos. These are submitted to the *Client* for record keeping. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

### 1.6 Sharing the Site with the *Client* and Others

1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract. Stakeholders are defined as Environment Agency, Private landowner of mill structures including mill house. Business Owners

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

## **1.7 Management of the Works**

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

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

Project start meeting

- Completion Inspection

1.7.3 The *Contractor* shall produce a *weekly progress email*. This email:

- highlights the progress achieved since the last progress email submission, state the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,
- includes site photos of progress achieved since the previous progress email.

## **1.8 Weather Measurements**

1.8.1 None

## **1.9 Quality Management**

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

- Site visit 6 and 12 months after completion with photos.

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

- None

1.9.3 Until 12 months from the completion date, the *Client* shall instruct the *Contractor* to search for a defect.

1.9.4 The *Client* shall notify a defect to the *Contractor* at any time before the defects date.

1.9.5 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.9.6 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.9.7 The *Client* shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:

- The end of the last defect correction period and
- The date when all notified defects have been corrected.

1.9.8 The *Contractor* and the *Client* may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the *Contractor* and the *Client* are prepared to consider the change, the *Contractor* shall submit a quotation for reduced Prices or an earlier completion date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.9 If the *Contractor* has not corrected a notified defect within its defect correction period, the *Client* shall assess the cost of having the defect corrected by other people and the *Contractor* shall pay this amount.

## **1.10 Consents, Permits and Licenses**

1.10.1 The *Client* shall obtain the Natural England assent to carry out works necessary consents, permits, licenses and/or agreements from third parties for the permanent works. and serve the Notice of Entry of work to the landowner.

1.10.2 The *Contractor* shall obtain the Flood Risk Activity Permit for the works and any necessary consents, permits, licenses and/or agreements from third parties for the temporary works.

## **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* acts as *Principal Contractor* / *Contractor* under the Regulations.]

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

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

## **1.12 Procurement of subcontractors**

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

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

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

## **1.13 Title**

None

## **1.14 Completion**

1.14.1 Prior to Completion the *Contractor* shall arrange a joint inspection with the *Client*. The initial inspection shall take place a minimum of one week in advance of the Completion. Completion is achieved and certified only when the *works* have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for

its intended use. The *Client* is responsible for making their initial judgement following the joint inspection.

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

- All eel pass installation works are fully completed and operational and meet the requirements of the eel regulations.
- Any site perimeter fencing, temporary works, materials storage and waste must be removed from site.

1.14.3 The following are absolute requirements for Completion to be certified, without these items the *Client* is unable to use the *works*:

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
  - As-built drawings if there have been any changes to design
  - Maintenance plans

## 1.15 ACCOUNTS AND RECORDS

1.15.1 The *Contractor's* application for payment shall be submitted on FastDraft and supported by a breakdown of the *works* for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

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

- [REDACTED]
- [REDACTED]

## 1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: 1x start up meeting, 1x Completion Inspection

1.16.2 Location: [REDACTED]

1.16.3 TBC

## 2. Drawings

### Guidance

List the drawings that apply to the contract, these should only detail works to be done. This is not Site Information or location plans. Delete this guidance before issue.

Drawing Number	Revision	Title
Chalkney Mill	0	Outline Design Concept




### 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 12	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
SHEW CoP	V 6	✓
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		✓
Construction Design Regulations (CDM) 2015		✓
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		

Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		x
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	
Exchange Information Requirements (EIR)	V3	

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

### Guidance

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*. Enter anything here that will restrict the *Contractor's* methodology, timing or sequencing of the *works*. Consider the inclusion of things like:

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract
2. The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the *works*. Delete this guidance before issue.

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

4.2 All communications from the *Contractor* to the *Client* shall be sent to [REDACTED]

### 4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on *site* are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat type 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 necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

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

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

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

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

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

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

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

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

#### **4.4 Choice of Equipment**

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

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

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

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

#### 4.5 Permits

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

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

#### 4.6 Working times

4.6.1 The *Contractor* will be permitted to work on weekdays (Monday to Friday) between hours as agreed with landowner.

#### 4.7 Site Restrictions

4.7.1 N/A

### 5. Requirements for the programme

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

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

5.3 The *Contractor* shall show on each programme submitted for acceptance:

- the *starting date* and Completion Date
- the critical path
- the dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical *works*
- the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*

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

Item	Date by which it will be provided
Pre-Construction Information (PCI) - 1. Site & Access Information 2. Environmental Plan 3. Services Search 4. Buildability Plan 5. Design Risk Assessment 6. Hazard Plan 7. Red, Amber, Green List	

Fastdraft Access	

## 7. Site Information

### The site

The works area is privately owned and sits within the garden area at rear of mill house.  
The location sits approximately 100m of SSSI Chalkney Wood – TL874277

### Existing utilities and services

Pre-construction information will be provided to the Contractor following acceptance of the offer.

### Site location plans

Included in pre-construction information to be provided to the Contractor following acceptance of offer.

### Health and safety file

To be provided by Contractor following completion of the works

### Access to site

Description: Chalkney Mill is located off A1124 Colchester Road, then via public right of way which has a metalled (hard surface) and is designated as PROW Footpath 21 White Colne and leads to business premises outbuildings at end. Access route is single track and has one way in & out for vehicular traffic.

Limitations: There are two business premises at end of road which require 24-hour access 7 days a week.

Gate to field will require access permissions from landowner as locked/closed at all times.

### Use of the site

General: The site sits within privately owned rear garden of mill house. The site access route is a public right of way.

### Surrounding land / building uses

General: Chalkney Wood is SSSI designated which is located 100m south and used regularly by dog walkers. There is also a local nature reserve located just upstream.

Business Premises are present within outbuildings these are: -

- Chalkney Boarding Kennels w3w///tugging.syndicate.displays requires access for members of the public.
- Colne Paving Ltd., w3w///cutlets.charm.templates requires access with plant.

**Health and safety hazards**

General: The nature and condition of the site cannot be fully and certainly ascertained. However, the following hazards are or may be present:

Millgate/Penstock has winding mechanism to open gate this has been highlighted as operational with care as gate can be fully opened to upright position but is unstable and may drop back down.