

ECSC Contract Template

Use the template on the pages that follow to assist you when preparing an NEC4 Engineering and Construction Short Contract (ECSC) under the

Asset Operation, Maintenance and Response (Asset OMR) Framework

For Lot 1 Civil Engineering (Maintain and Construct)

Note to *Clients*: Please read before use.

Use the tables on the next page to record project, contract and version information.

This template has guidance notes in boxes, where relevant text needs to be added this is in [brackets]. Text prepopulated in Black should remain unaltered and is integral to effective contract management. All [brackets] and boxed guidance text should be removed before Scope is added into ECSC.

As a matter of clarity please define all abbreviated terms. They are prevalent within the Environment Agency (EA) but may detract from the clear communication of your requirements unless they are spelled out in full.

NEC4 Reminder: Items in the Contract Data (e.g. *fee percentages*) should be written *italics*. Defined Terms (e.g. Compensation Events) should be written with Capital Letters. Some terms may be both Capitalised and *italicised* (e.g. *Client or Consultant*) being both a Defined Term and included in the Contract Data.

The Scope is owned by the Environment Agency but can be contributed to by any project party prior to Pricing. Use the best skilled professional in a technical area. Ensure stakeholders have checked the document for pricing for areas of their interest. It is much preferable to resolve differences of opinion prior to contract commitment than after, whether that difference is within the EA, with key stakeholder or with the supplier.

Engage with NEAS Landscape Contracts Support, Principal Designer, Senior User, End User, *Contractor*, Consultant, commercial lead, estates or ARP Eng (if relevant).

Ensure the full document including the Scope is checked by the Commercial Services Manager (IDT) before issue for Pricing.

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 Horizon House Deanery Road Bristol BS1 5AH
And	Amalgamated Construction Limited (AmcoGiffen)
For	Broadway Flood Relief Channel Revetment Improvements
	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	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications [relevant Project Manager]	[REDACTED]	
	The <i>Contract Administrator</i> is:	
Name	[REDACTED]	
Address for communications	Environment Agency, Rivers House, East Quay, Bridgewater, TA6 4YS	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Broadway FRC revetment improvements. Refurbishing the revetment with a new 45m Rock armour wall.	
The <i>site</i> is	<p>The Broadway Flood Relief Channel between Little mead, Weymouth, DT3 5DL, NGR SY6661083442 and Watery Lane, Weymouth, DT3 5DP, NGR SY6664783505.</p> <p>See 'Site Red Line Boundary Plan' in supporting Scope Documents</p>	
The <i>starting date</i> is	15 th July 2024	
The <i>completion date</i> is	<p>30th November.</p> <p>Sectional completion constraint – All in channel works must be completed by 31st October 2024.</p>	
The <i>delay damages</i> are	0	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	N/A	N/A
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	N/A	% per complete week of delay.
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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	£100,000
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	1.2x the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	The <i>defects date</i> plus 2 years
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 <i>works</i>	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The <i>defects date</i> plus 2 years
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> 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

Z1	Sub-contracting
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.
Z2	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 <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.
Z3	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4	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	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	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 <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	<p>The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.</p>
Z7	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 <i>subcontractors</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 <p>The contractor is to monitor changes in weather, local rain gauging station and river levels and will remove the temporary dam at the end of the working shift if severe weather is expected out of hrs.</p> <p>The flooding trigger level is defined for the site as follows:</p> <ul style="list-style-type: none"> • Top of Dam level set at 600mm above the bed level in the working location, but the designed flume pipe should allow for 25% additional capacity over typical flows for that time of year to cover minor fluctuations in levels. • The temporary dam will be set at this level to maintain a dry area. The contractor must complete works in other areas where possible. • Picture and video evidence must be provided when an event occurs, and the client PM alerted immediately.
Z8	Framework Agreement
Z8.1	<p>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>.</p>
Z9	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</p>

	been no termination over the amount due on termination assessed as for normal payments.
Z10	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
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	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>

Contract Data

The *Contractor's* Contract Data

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

	The <i>Contractor</i> is	
Name	Amalgamated Construction Limited (AmcoGiffen)	
Address for communications	Whaley Road, Barugh, Barnsley, South Yorkshire, S75 1HT	
Address for electronic communications	<div></div> <div></div>	
The <i>fee</i> percentage is	As per framework agreement	%
The <i>people rates</i> are	As per the framework agreement	
category of person	unit	rate
The <i>published list of Equipment</i> is		As per the Framework Agreement
The <i>percentage for adjustment for Equipment</i> is		As per the Framework Agreement

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
1.	<p>Pennys Group Green Street Ston Easton, Nr Bath BA3 4BY Form of Contract: NEC4 Subcontract Short Form</p>	Civils Work
2.	<p>Johns Associates Ltd Green Tree House 11 St Margaret's Street Bradford on Avon Wiltshire BA15 1DA Form of Contract: NEC4 Subcontract Short Form</p>	Ecological Survey
3.	<p>Grassform Plant Hire Ltd Little Woodbarns Farm Green Street Fryerning Ingatestone, Essex CM4 0NT Form of Contract: NEC4 Subcontract Short Form</p>	Track matting
4.	<p>Murlac Limited Unit 15 Anders, Lichfield Road Industrial Estate, Tamworth B79 7TA Form of Contract: NEC4 Subcontract Short Form</p>	Fish rescue

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

£190,178.53

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Managing Director

Signature

Date

05.07.24

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

Senior Commercial Officer

Signature

Date

5th July 2024

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 Broadway FRC revetment improvements.

Ref	Description	Sub total
1	Site set up (incl heras fencing), welfare and mobilisation. FW sewer pipe protection.	£15,661.59
	Strip topsoil and run subsoil, reinstate and seed	£5,354.48
2	CAT & Genny service scans	£220.34
3	Set up safe access routes for transportation of materials & plant movement, including track matting across fields	£12,772.53
4	Removal of vegetation as required, including ecological walk over prior to works commencing. Prelim costs only remains, separate visit for vegetation clearance and ecological survey to be carried out w/c 08/07/24 (instruction under separate contract)	£551.57
5	Temporary Works - dam off water course in 15m sections with 450 dia pipes used as flumes, including temporary works design check cert	£22,461.59
	Fish rescue team and provision of licence	£5,544.00
6	Removal of any vegetation and debris along the toe of the embankment	£3,207.93
7	Take down fence line and dispose off site & set aside. The fence will be reinstated with new. Remaining fencing will be disposed.	£8,671.54
8	Excavate & bench down to the rock toe formation levels at a safe 1 in 1.5 angle. Benching heights 600mm max. Excavations to be undertaken in stages as the rock toe installation proceeds. Remove & dispose off site inert surplus excavated material	£18,633.10
9	Install rock armour toe with geotextile layer	£51,705.30
10	Land drain – DI pipe extension with Dn50 400 spillway. Extend the other land drain requested by the farmer to the new	£367.23

	revetment wall, extend pipe (assumed 100-150mm dia) approx. 2m through rock armour to river.	
11	Backfill behind wall with excavated material in combination with topsoil	£3,885.93
12	Install footpath pegs & boards. Place & compact 50mm surface dressing (flint) & type 1 stone (with geotextile layer) to footpath. Place 200mm topsoil footpath surrounds (where needed) & reseed using grass seed mix, either CESWI Grass Mix 1 or Native British general purpose meadow seed mix (dependent upon location)	£32,393.16
13	Place Salix Bionet C125EN Biodegradable geotextile, or similar, on seeded topsoil.	£2,648.43
	Install/place plant plugs (free issue) as per the drawing and specification with FBG in attendance	£563.48
14	Reinstate ground around the new structure like for like, tying in existing footpath with proposed 1. Reinstate all works areas and access routes as they were before entry.	£3,569.43
15	Demobilisation	£1,966.90
The total of the Prices		£190,178.53

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*

1.1 Project background

1.1.1 Overview

The proposed Broadway flood channel improvements project is located on the flood relief channel revetment, which is on the River Wey catchment at Broadway, Weymouth, Dorset at the confluence of the Pucksey Brook and River Wey. At Little mead flood relief channel, parts of this asset are currently below required condition and this is resulting in the undermining of the revetment and settlement of the bank and footpath.

This reach of the River Wey was constructed in the 1960s as a flood relief channel to help alleviate flood risk to nearby property. There is a public footpath which is part of the River Wey Walk route that was established by the River Wey society. This walking route is not a designated PROW, but it is well used by walkers and runs along the westerly bank. The bank has narrowed in places where the revetment bank has scoured / undercut and where vegetation has become overgrown, this may have caused walkers to take a route closer to the edge of the revetment contributing to its failure. The collapsed section of bank also has the potential to reduce conveyance and increase flood risk.

The section of the flood relief channel in question is located on the west side of the channel where the footpath is located. This starts on Little Mead Road highway bridge where 35m of piles and steel bracing are visible upstream. The channel is approximately 3.1 – 3.6m wide and the top of bank to the riverbed varies between 1.4m - 1.7m.

There are signs of undercutting and scouring for the entire extent, but they are more prominent on this section due the conveyance course slightly changing in direction. We believe this is because this section is subject to more scouring when subject to higher flow. It is noticeable when entering the water course that the conveyance has widened in this section over time. There are signs of the original masonry channel approach by the steel bracing section which must have been installed as scour protection when the relief channel was constructed.

1.1.2 Objectives

The key objective of this project will involve completing the construction works to repair the below required condition revetment, which is on the River Wey catchment at Broadway. The design solution of a new 45m rock armour revetment reinstates the flood relief channel failures back to its required standard of protection and reduces flood risk to residents and improve the life span of the asset and provide localised improvements to the public footpath. In its current condition, the collapsed section of bank has the potential to reduce conveyance and increase flood risk compromising the nearby properties resilience to flooding. The key objective of this project is thus to repair this Environment Agency flood defence asset.

The project has been developed through options stage, outline and detailed design stages with our AMCO's design partner JBA and working closely with the EA AP, Field and FBG team.

This has subsequently been developed into a detailed design suitable for construction (See ECSC Scope documents for the design).

Under this contract the *Contractor* shall undertake the following construction tasks in relation to the Broadway FRC improvements works.

1.2 Description of the works

The *Client* requires the following scope of works to be undertaken by the *Contractor*.

Pre-Construction Works

Prior to works commencing on site the *Contractor* shall:

- Review the provided Pre-Construction Information (PCI), and if required update the PCI document with any additional information as required;
- Attend the site to gain an understanding of the Site constraints, specifically with regards access and buildability;
- Undertake an ecological check and vegetation clearance up to commencement on site.
- Before any work commences on the Site, and based on the EAP, the *Contractor* shall provide an ecological toolbox talk to their staff. The talk will identify any ecological constraints and identify any required actions. The *Client's* project team are to be invited to the toolbox talk;
- The Flood Risk Assessment Permit (FRAP) from the Environment Agency for the permanent and temporary works, access elements and for the installation of the new rock armour revetment must be in place before work commences in the channel.
- Apply for a fish rescue licence in preparation for the works.
- Complete the dam / flume temporary works design and issue a check cert.
- Locate and secure the required Rock armour for the project with a local quarry and as per specification.
- Liaise with the *Client's* project team and Residential Principal Designer to prepare, develop and gain *Client* approval on:
 - Construction Phase Plan (CPP), Traffic Management Plan, Risk Assessments and Method Statements (RAMS) and Temporary Works.

Construction Works

To deliver the works the *Contractor* shall, in accordance with the *Client* approved Detailed Design, CPP and RAMS:

- Mobilise to the Site and set up the welfare compound, working area and ground protection (60m² stoned area to entrance), storage area, trackway across 2nr fields and safety signage (refer to the Site redline boundary and proposed access routes within the (Appendix A of the Site Information));
- Close the footpath which is not a PROW and is only public access with suitable signage and project briefing sheet
- Remove the installed fencing on the footpath boundary and store for re-installation on completion. Clear vegetation including stumps in the localised area to access the revetment. Protect any land drains and structures on the farm access side.
- Install *Client* accepted temporary works (where applicable) and complete fish rescue each time the dam is installed;
- Install as per the *Client* approved design the 45m Rock armour revetment, land drain outfall, new footpath and geotextile on banks.
- Reinstate footpath, revetment bank, complete planting, re-establish all fencing, demobilise, remove all materials and reinstate any areas in the landowners fields that have been damaged.
- Collate good records of all the works and provide weekly updates to the client.

Post-Construction Works

The *Contractor* shall liaise with the *Client's* project team and CDM Principal Designer, to provide:

- Clearly annotated/marked up drawings, with any deviations from the design captured accordingly to enable the designer to produce 'as constructed' drawings;
- Actual incurred carbon calculations in accordance with the latest *Client* Carbon Tool and criteria;
- Construction information for the CDM Health and Safety File.

A separate electronic folder containing appropriately titled photographs of the works pre-, during and post- construction.

1.3 *Contractor's* design

1.3.1

- The temporary works design, Check Cert, RAMS and calculations should also be provided to the Principal Designer for acceptance.
- For programming purposes the *Contractor* should allow a minimum 10 days for any *Client* / Principal Designer review e.g. 10 days to review PCI and Design, then further 10 days to review CPP and RAMS.
- Any design provided to the *Client* shall be in both .pdf and AutoCAD .dwg format.

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, within two weeks of entering the site. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

1.6 Sharing the Site with the *Client* and Others

1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract.

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

1.7 Management of the Works

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

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

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

- Monthly commercial meetings from the *starting date* to *Completion*. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

1.7.3 The *Contractor* shall produce a progress report and submit this with their updated programme a minimum of 2 working days ahead of the monthly progress meeting. This report:

- highlights the progress achieved since the last programme submission.
- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explains what actions are being implemented to mitigate any delay,
- state the expected date when the *Contractor* forecast to complete the *works* compared to contract *Completion*. The *Contractor* is to update the forecast completion date on FastDraft weekly,
- details any lost days due to weather,
- summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices,
- includes site photos of progress achieved since the previous progress report.

1.7.4 Reporting deliverables to be submitted in alignment to the Clients Exchange Information Requirements (EIR) as identified within the Asset Operation, Maintenance and Response Framework: Schedules (v1 - 4th March 2024).

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: Weymouth Harbour Weather Station

1.8.2 The weather measurements are to be supplied by: [Port-Log: Weymouth Harbour Weather](#) and Met Office.

1.8.3 The *Contractor* shall register with the Environment Agency's Area Flood Warning team before commencing construction. The *Contractor* may arrange regular weather forecast information from the Environment Agency's Flood Warning team. The *Client* is not liable for any consequences if it is unable to provide flood warnings or weather forecasts, or if they prove inaccurate.

1.8.3 Monitor weather and potential levels on the River Wey Broadway FRC and if a flood is forecast, remove all equipment and materials that may be at risk of damage. The all clear can be issued by the *Contractor* following review of weather and current river levels.

1.8.4 River levels can be monitored on Gauge Map [Latest updates on Storm Franklin | GaugeMap](#)

-Upwey Gs - [Details | GaugeMap](#)

-Broadway Gs - [Details | GaugeMap](#)

1.9 Quality Management

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

- None identified

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

- Setting out of the revetment toe. To ensure we are satisfied with the visual alignment.
- Sample section of the stacked rock armour.
- FBG visit when the planting plugs are completed to insure they are planted correctly.
- Reinstated fencing, gates, repairs and reinstatements to all access routes with the landowner.
- Footpath, geotextile, topsoil, seeding before completion.
- Site meeting to review the completed works and client sign off.

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

1.9.4 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.

1.10 Consents, Permits and Licenses

1.10.1 The *Client* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works. The *Client* shall also obtain the Habitat Regulations consent and Wildlife and Countryside Act assent for the construction works.

1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works, including but not limited to:

- Flood Risk Activity Permit for temporary and permanent works.
- Fish Rescue Licence

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* will act as Principal 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

Marking

1.13.1 N/A

Materials from Excavation and demolition

1.13.2 N/A

1.14 Completion

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

1.14.2 The following criteria must be met for the *works* to be certified as Complete [delete, add or amend to the following examples as required for each specific project]:

- all excavation, earthworks, and topsoiling work must be fully complete, and all construction plant, and machinery must be removed from site.
- all site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- all public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
- All fences / gates that have temporarily been removed for the works should be reinstated in the same condition as found.
- All compounds and field plant access routes should be reinstated in the same condition as found.

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
 - RAMS
 - COSH
 - Materials testing records and certs
 - Information on services of structures that have been located.
- Provision of final As-built carbon calculations in accordance with the *Clients* carbon reporting criteria.

1.15 ACCOUNTS AND RECORDS

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

1.15.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*).

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

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

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: 2 Weekly

1.16.2 Location: Teams call

1.16.3 Chairperson (who will also take and distribute minutes): *Client*

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
ENV0003723C_155-JBAU-00-BR-DR-C-0001-A1-C02-Hazards_Constraints	C02	Hazards_Constraints
ENV0003723C_155-JBAU-00-BR-DR-C-0002-A1-C02-Plan_Cross-Sections	C02	Plan_Cross-Sections
ENV0003723C_155-JBAU-00-BR-DR-C-0003-A1-C02-Details_Specifications	C02	Details_Specifications
ENV0003723C_155-JBAU-00-BR-DR-C-0004-A1-C02-Wall_Elevation	C02	Wall_Elevation
ENV0003723C_155-JBAU-00-BR-DR-C-0005-A1-C02-Setting_Out_Plan	C02	Setting_Out_Plan
ENV0003723C_155-JBAU-00-BR-RP-C-0002-A1-C02-Buildability Statement	C02	Buildability Statement

3. Specifications

Guidance

List the specifications which apply to the contract. Delete this guidance before issue.

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		

Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V6	
Exchange Information Requirements (EIR)	V3	

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

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*.
3. No work can be undertaken until all permissions and consents have been obtained, including, but not limited to a FRAP, Habitat Regulations Assessment (HRA).

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to *Contract Administrator*. 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 Contract Administrator.

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 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.

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

4.3.4 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*.

4.3.5 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.

4.3.6 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.

4.3.7 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*.

4.3.8 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.

4.3.9 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*.

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

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

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

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

4.3.19 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.

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

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

4.7 Site Restrictions

4.7.1 Channel only to be accessed to install the dam when the fish rescue team are in place. This must be completed every time the dam is moved.

The Compound and works areas should only be commenced and access gained when the appropriate estates notices are in place, condition pictures and records produced, and the client PM has confirmed with the landowner.

4.8 None

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 and Microsoft Project formats.

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*
- lead in periods for materials and sub-contractors,
- the order and timing of the work of the *Client* and others required for the *Contractor* to provide the *works*,

- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract,
- The first issue programme must be baselined on project from the first issue.

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies 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* proposed 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*

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

Guidance

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment. Delete this guidance before issue.

Item	Date by which it will be provided
Site Information	With ECSC
Hazard Map	With ECSC
Fastdraft Access	Within 2 weeks of Contract Award
Services search results	With ECSC
Note - the above services information does not remove the Principal Contractor or <i>Contractor's</i> requirement to carry out safe working practices in relation to overhead and underground services.	

Access to the site for construction	Prior to site mobilisation
Short Style H+S	Covered under a separate contract.

7. Site Information

Existing utilities and services:

11, Little Mead BT Open Reach
11, Little Mead SGN
11, Little Mead SSEN
11, Little Mead Virgin Media
11, Little Mead Wessex Water

Soils and Ground water:

737242 – Contam Results - Final Analytical Test Report 5th July 2023 ENVIROLAB

Topo Survey:

JVR-JBAU-00-BW-DR-G-0001-S3-P01 Topographical_Survey

EAP:

ENV0003723C_155-JBAU_00-BR-RP-0002-A1-C02_Broadway_EAP

JVR-JBAU-00-BR-RP-EN-0001-S3-P01_Broadway_PEA

Carbon Calculator:

ENV0003723C155_Broadway FRC_Wessex_FBC_CC v6.1