



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency [REDACTED] [REDACTED] [REDACTED] [REDACTED]
And	Jackson Frameworks Ltd
For	Lot 1 Civil Engineering (Maintain and Construct) – Norfolk & Suffolk
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Various works in Norfolk and Suffolk (refer to Appendices 1-18) <ul style="list-style-type: none">Ipswich Barrier Navigation - Light replacement (Appendices 1 - 16)Horseshoe Sluice (Appendix 18) – Eel pass cover repairsIpswich Wetlock (Appendix 17) - Mechanical Specification for gate remedial works	
The <i>site</i> is	Norfolk and Suffolk (refer to scope/appendices)	
The <i>starting date</i> is	27/01/2025	
The <i>completion date</i> is	02/05/2025	
The <i>delay damages</i> are	<i>Nil</i>	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	£100,000	
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 defects Certificate has been issued
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.
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>
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Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Jackson Frameworks Ltd	
Address for communications	T	
Address for electronic communications		
The fee percentage is		%
The people rates are		
category of person	unit	rate
The published list of Equipment is		As per AOMR Lot 1 Framework
The percentage for adjustment for Equipment is		As per AOMR Lot 1 Framework

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	
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Enter the total of the Prices from the Price List.

Signed on behalf of the <i>Contractor</i>	
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Name	
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Position	
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Signature	
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Date	
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	
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Signature		
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Scope

Project	Document	Document ref
Ipswich Barrier	Works information	Appendix 1 - 853.480.55 _ Werma BMW 853 Clear LED Beacon, 24 V, Instructions
Ipswich Barrier	Works information	Appendix 2 - 853.480.55 _ Werma BMW 853 Clear LED Beacon, 24 V, Technical Data Sheet
Ipswich Barrier	Works information	Appendix 3 - Abacus C201_22
Ipswich Barrier	Register	Appendix 4 - Designers Risk Register - FR03S114_SWS001_C01
Ipswich Barrier	Drawing	Appendix 5 - FR03S214_SWS001-24_300_001-004
Ipswich Barrier	Drawing	Appendix 6 - IMAN001218-VBA-Z0-ZZ-DR-C-1025-AB-C1 - M200-EA6-LOD6-Site Wide Service Plans - Sheet 1 of 3
Ipswich Barrier	Drawing	Appendix 7 - IMAN001218-VBA-Z2-XX-DR-VBA-8903-AB-C1-M200-EA6-LOD6-Closed to Navigation Light Column
Ipswich Barrier	Drawing	Appendix 8 - IMAN001218-VBA-Z3-GL-DR-C-4019-AB-C1-M200-EA6-LOD6-Lighting column foundation rc details
Ipswich Barrier	Drawing	Appendix 9 - IMAN001218-VBA-Z5-ZZ-DR-QH-8365-AB-C1-M200-EA6-LOD6-SHEET 66 230V & 24V DC DISTRIBUTION

Ipswich Barrier	Drawing	Appendix 10 - IMAN001218-VBA-Z5-ZZ-DR-QH-8370-AB-C1-M200-EA6-LOD6-SHEET 71 DIN MODULE 2 SLOT 3
Ipswich Barrier	Drawing	Appendix 11 - IMAN001218-VBA-Z5-ZZ-DR-QH-8372-AB-C1-M200-EA6-LOD6-SHEET 73 DOUT MODULE 2 SLOT 5
Ipswich Barrier	Drawing	Appendix 12 - IMAN001218-VBA-Z5-ZZ-DR-QH-8384-AB-C1-M200-EA6-LOD6-SHEET 85 DIN MODULE 2 SLOT 3
Ipswich Barrier	Drawing	Appendix 13 - IMAN001218-VBA-Z5-ZZ-DR-QH-8386-AB-C1-M200-EA6-LOD6-SHEET 87 DOUT MODULE 2 SLOT 5
Ipswich Barrier	PCI	Appendix 14 - PCI - FR03S214_SWS001-24_RevA
Ipswich Barrier	Photo	Appendix 15 - Photographic Record - FR03S214_SWS001-24
Ipswich Barrier	URS	Appendix 16 - URS - FR03S214_SWS001-24_Rev3
Ipswich wetlock	Quote	Appendix 17 - T3391B Ipswich Wet Dock Mitre Gates Mechanical Specification_ Rev A
Horseshoe Sluice	URS	Appendix 18 - URS - FR03S216_SWS002-24_Rev2

1. Description of the *works*

- Ipswich Barrier Navigation - Light replacement (Appendices 1 - 16)
- Horseshoe Sluice – Eel Pass Lid Installation (Appendices 18)
- Ipswich Wetlock - Mechanical Specification for gate remedial works (Appendix 17)

<p>Outline scope of work - Horseshoe Sluice – Eel Pass Lid Installation</p> <ul style="list-style-type: none"> • Visit the site to identify how the works are to be undertaken. • Design, fabricate and install a removable bespoke lid system to the existing eel pass to exclude waterborne debris/falling vegetation and to limit natural eel predation. • Plan, supervise, deliver and report upon installation of the new eel pass lid system
1.1 Project background
1.1.1 Refer to appendices – 1- 18
1.1.2 Refer to appendices – 1-18
1.1.3 Refer to appendices – 1-18
1.2 Description of the works
1.2.1 The works are: Refer to appendices – 1-18
1.2.2 The Contractor shall maintain the works from Completion until the rectification dates.
1.3 Contractor's design
1.3.1 Non required
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 and Completion Inspection
<p>1.7.3 The Contractor shall produce a weekly progress email. This email:</p> <ul style="list-style-type: none"> • 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:
<ul style="list-style-type: none"> • Site visit 6 and 12 months after completion with photos.
1.9.2 The Client shall carry out the following tests and inspections:
<ul style="list-style-type: none"> • 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:
<ul style="list-style-type: none"> • The end of the last defect correction period and
<ul style="list-style-type: none"> • 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)
1.11 Health, Safety & Environment
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1.11.5 The Contractor undertakes the actions within the Environmental Action Plan (EAP)
1.11 Health, Safety & Environment
1.11.1 The Client's SHEW CoP is applicable to the Contractor in providing the works.
1.12 Procurement of subcontractors
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.
1.12 Title
None
1.13 Completion
1.13.1 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.
1.13.2 The following criteria must be met for the works to be certified as Complete:
<ul style="list-style-type: none"> • All Eel pass installation works are fully completed and operational and meet the requirements of the eel regulations.
<ul style="list-style-type: none"> • Any site perimeter fencing, temporary works, materials storage and waste must be removed from site.

1.13.3 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

1.14 ACCOUNTS AND RECORDS

1.14.1 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.

1.14.2 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.

apinvoices-env-u@gov.sscl.com and

ea_invoices-pa@environment-agency.gov.uk

1.15 SITE PROGRESS MEETINGS

1.15.1 Frequency: Monthly and 1x start up meeting, 1x Completion Inspection

1.15.2 Location: Teams and on site

1.15.3 Samantha Askew (Chair) Caz Blakall (Minute taker) Senior User (Site visit)

1.15.1 Frequency: Monthly and 1x start up meeting, 1x Completion Inspection

2. Drawings

Drawing Number	Revision	Title
Refer to appendix 1-18		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes

Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	yes
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	yes
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		yes
Construction Design Regulations (CDM) 2015		yes
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)		
Exchange Information Requirements (BIM)	V3	
Exchange Information Requirements (EIR)	V3	

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 are delegated to **Samantha Askew**. 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 Samantha Askew

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.

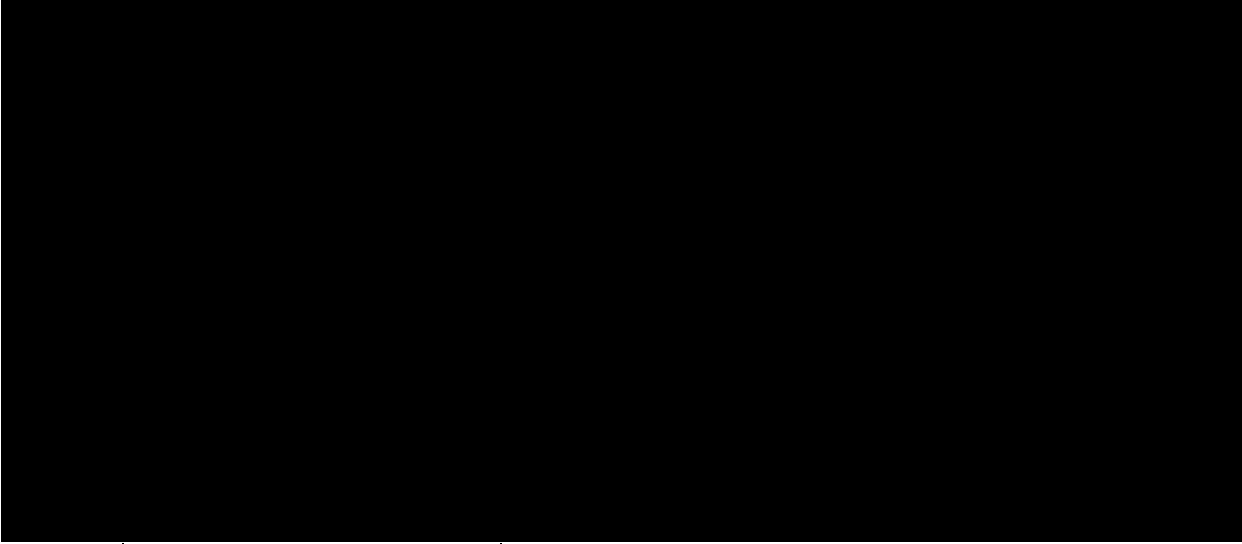
4.3.3 The Contractor shall not commence any work on the site until the Client, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments

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 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.	
Working times	
The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)	
4.7 Site Restrictions	
4.7.1 Refer to Appendices – 1-18	
5. Requirements for the programme	
<p>The <i>Contractor</i> submits his programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> shows on each programme which they submit for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:</p> <ul style="list-style-type: none"> (a) Period required for mobilisation/ planning & post contract award (b) starting date (c) Each of the activities listed within the Price List (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; <i>Contractor's</i> risks. (e) Completion date 	
6. Services and other things provided by the <i>Client</i>	
Item	Date by which it will be provided

Site Information	Given when contract agreed by both parties
Hazard Map	Given when contract agreed by both parties
Fastdraft Access	Given when contract agreed by both parties
Site Information	Given when contract agreed by both parties
<h1>Site Information</h1>	
The site	
Refer to Appendix – 1-18	
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	
Refer to Appendices 1-18	
Use of the site	
Refer to Appendices 1-18	
Surrounding land / building uses	
Refer to Appendices 1-18	
Health and safety hazards	
Refer to Appendices 1-18	

Proposed sub-contractors

	Name and address of	Nature and extent of work
1.		
2.		
3.		
	Form of Contract:	
4.	Form of Contract:	