



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

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	Cheetham Hill Construction
For	<u>GMMC (BRC) Assets Programme 24-26</u>
	Contract Forms - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance - Price List - Scope - Site Information

Contract Data


The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Environment Agency, Sale Depot, Carrington Lane, Sale, M33 5NL	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Ad-hoc repairs and maintenance to below required condition assets. Within statutory time scales. 90 Days maximum	
The <i>site</i> is	Featherstall Brook Wall (SD9315416032) Additional sites will be at locations across Greater Manchester, Merseyside and Cheshire (GMMC) area and added as Compensation Events subject to Contractor performance	
The <i>starting date</i> is	20 th January 2025	
The <i>completion date</i> is	28 st March 2025	
The <i>delay damages</i> are	[REDACTED]	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks

The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is		%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to		
The <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 [REDACTED] in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.	
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.	
Z2.0	Environment Agency as a regulatory authority	
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.	
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.	
Z3.0	Confidentiality & Publicity	
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.	
Z4.0	Correctness of Site Information	
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.	
Z5.0	The Contracts (Rights of Third Parties) Act 1999	
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.	

Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p>

The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.

The number of Price Adjustments shall be equal to:

The number of months between the Completion Date included at the *starting date* and the Contract Date.

The proportion of Price Adjustment shall be equal to:

The total of the Prices at the Contract Date / The number of Price Adjustments

Each time the amount due is assessed, the Price Adjustment shall be:

The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]

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

Provided always that the fixed number of Price Adjustments has NOT been exceeded.

The Price Adjustment adjusts the total of the Prices.

If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Cheetham Hill Construction	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are	[REDACTED]	
category of person	unit	rate
The published list of Equipment is		[REDACTED]
The percentage for adjustment for Equipment is		[REDACTED]

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	£12,596.64
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
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Position	Director
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Signature	
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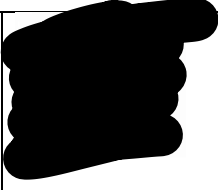
Date	19/12/24
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The *Client* accepts the *Contractor's* Offer to Provide the Works

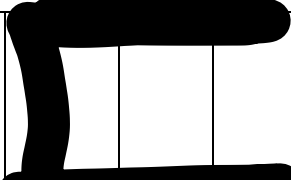

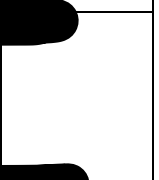









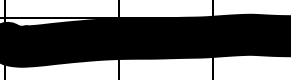





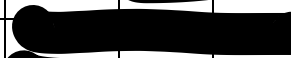





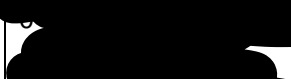


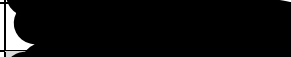


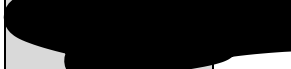


Signed on behalf of the *Client*

Name	
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Position	
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Signature	
Date	17/01/2025

Price List

Item Number	Description	Unit	Quantity	Rate	Price
Featherstall Brook Wall (SD9315416032)					
1.1	Prepare and submit any permits required in relation to the works including but not limited to permissions related to footpath or highway closures/ diversions, conservation area consents, Coal Authority permits and those related to any services diversions.	Hours			
1.2	Prepare and submit any permits required in relation to Flood Risk Activity permits	Hours			
1.3	Site Security	Hours			
1.4	Project Management (Progress meetings, Project Management Plan, liaise with PD)	Hours			
1.5	Produce outline design from scoping information, to be issued to <i>Client</i>	Sum			
1.6	Produce Detailed Design, to be issued to <i>Client</i>	Sum			
1.7	Detailed Design to be signed off by <i>Client</i>	Hours			
1.8	Produce CPP and RAMS to be issued to <i>Client</i>	Hours			
1.9	CPP and RAMS signed off by <i>Client</i> incorporating <i>Client</i> comments	Hours			
1.10	H&S Documentation complete	Hours			
1.11	Site set up complete Provide breakdown of items included	Sum			

1.12	Remove 20m of coping stones from wall and place back onto wall in correct position	Sum			
1.15	Reinstatement of site to condition before start of the works (include of removal of temporary works).	Sum			
1.16	Operation and Maintenance Manual to be issued to <i>Client</i>	Sum			
1.17	Completed H&S file to be issued to <i>Client</i> .	Sum			
The total of the Prices			£12,596.64		
The method and rules used to compile the Price List are					
Civil Engineering Standard Method of Measurement 4 th edition (CESMM4) as per the Framework Price Workbook.					

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

1. Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

1.1 Project background

The GMMC Environment Agency Asset Performance team are seeking to appoint *Contractors* through the Lot 1 Asset Operation, Maintenance and Response (Asset OMR) Framework to deliver repairs to ad-hoc failing assets identified in year and of a low complexity.

This contract is to allow assets that fall into the below required condition (BRC) category or sites identified as having a risk to public safety to be fixed as quickly as possible. Assets can be failed through inspection reports and routine site visits. The nature and scale of the failings varies Performance Targets dictate that work must be aimed to be completed within 30, 60 or 90 days depending on complexity Each site will be added as a Compensation Event.

The *Contractor* will receive scoping documents, (outline design, general arrangement drawing and high-level specification) and Pre-Construction Information from the *Client*. The expected completion date will be assessed based on the significance of the asset failure and the urgency for fix. Completion dates will usually be given as either 30, 60 or 90 days dependent upon the work required.

Further repair works to various BRC Assets will be issued as Compensation Events as the works arise.

The type of work the Contractor will be required to undertake, as Compensation Events, under this Contract will vary and will include but not be restricted to:

- Replacement and repair of timber, steel or concrete fencing and handrails.
- Replacement and repair of outfall flap valves within the channel.
- Replacement and repair of access steps and pathways.
- Repair to brick and concrete walls and copings including mortaring and replacement seals.
- Repairs to gabions and replacement of timber revetment within channel.
- Erection of signage

Featherstall Brook

Crest coping stones have significant movement with destroyed mastic and gap. There are some anchoring points in the crest which are used to move the coping stones by some kind of lifting device.

The project consists of realigning the 20m of coping stones, protruding into the walkway. The flood protection level has not been compromised; however, it is posing a public health and safety risk.

The stones will potentially need to be lifted and placed back into position with the sealant reinstated. This may be desirable as this would allow reinstatement of mortar or more appropriate connection preventing future slippage. It could be possible to explore the option to dowel.

It is suggested this will need to be assessed by the contractor and any other suggested methods of working is acceptable if the stone is realigned, and actions have been taken to prevent future slippage.

Constraints on Works:.

- The *Contractor* will be responsible for obtaining any necessary Permits.
- The *Contractor* will be responsible for following the working windows recommended by the Environmental Action Plan.

Key deadlines:

Construction of the work shall be completed no later than 60 days

Access to the Sites

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.

Sharing the Site with the Client and Others

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

The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the works. What is being done,

- Who is doing it,
- When it is being done, and for how long,
- Where is it being done,

How the *Contractor* is to co-operate and share the Working Areas.

Progress Report

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 the contract Completion Date,
- 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.

Quality Management

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

- The *Contractor* is required to provide a Waste Management Plan for the acceptance of the *Client*
- The *Contractor* is required to remove all waste/soil from site straight away to an appropriate licensed waste handler, unless agreed with the *Client*.
- The *Contractor* is required to provide site photographs and records of the site before starting construction, during construction and post-construction.
- The *Contractor* is required to issue all as-built drawings and associated H&S file information to the *Client* at completion of each site.

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

- The client is required to complete active monitoring throughout the progress of the works
- The client is required to inspect the works before and after completion
- Until the *defects date*, the *Client* shall instruct the *Contractor* to search for a defect.
- The *Client* shall notify a defect to the *Contractor* at any time before the defects date.
- The *Contractor* shall correct a defect whether or not the *Client* has notified it.
- 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. 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.

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.

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.

Health, Safety & Environment

- The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.
- 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*.
- The Construction, Design & Management (CDM) Regulations are applicable to the *works*. [The *Contractor* acts as *Principal Contractor* / *Contractor* under the Regulations.] [Consider interface with other contractors.]
- 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.
- The *Contractor* undertakes the actions within the Environmental Action Plan (EAP)

Procurement of subcontractors

- 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.
- 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.
- 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*.

Completion

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.

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

- All hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- 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.

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

Other associated health and safety file information applicable

ACCOUNTS AND RECORDS

- 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.
- 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*).
- 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

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

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	
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)	V 5	
Exchange Information Requirements (EIR)	V3	

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

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*.

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] agency.gov.uk

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

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

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

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

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

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

4.3.17 The Client 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.

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

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

4.3.20 The Contractor shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.

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

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

4.4 Choice of Equipment

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

4.4.2 The Contractor 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.

Working times

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

5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* 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:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

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

Describe what the <i>Client</i> will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.	
Item	Date by which it will be provided
Pre- Construction information- includes services and land ownerships	To be given after contract has been signed
NEC4 SCOPE	To be given after contract has been signed
<h2>Site Information</h2>	
The client will provide the contractor with a scoping document and PCI document after signing of contract and agreement on price	

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	JBA Consulting Form of Contract: NEC4	Design related work
2.	 Form of Contract:	

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