

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Central Hub

A contract between

The Environment Agency

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

And

For

Coalhouse Point Embankment Repair

Contract Forms

- Contract Data
- The *Contractor's* Offer and *Client's* 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	Design and construct a repair to the tidal embankment at Coalhouse Point, Near East Tilbury	
The <i>site</i> is	Coalhouse Point, Princess Margaret Road, East Tilbury, in Essex – RM18 8PB	
The <i>starting date</i> is	To be determined by the Contractor's programme.	
The <i>completion date</i> is	To be determined by the Contractor's programme, but no later than 30 th September 2022	
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	2	Weeks
The <i>defects date</i> is	12	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 *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% 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>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The 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 £1,000,000 in respect of every claim without limit to the number of claims	12 years following Completion of the whole of the works or earlier termination

The <i>Adjudicator</i> nominating body is	The Institution of Civil Engineers
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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 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 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	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. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.	
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	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <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 	

	<ul style="list-style-type: none">• 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	Delete the text of Clause 92.3 and replace with: 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.																																				
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.																																				
Z30.1	Defined terms a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due. b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it. c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.																																				
Z30.2	Price Volatility Provision Through a Compensation Event the Client shall pay the PVP. PVP is calculated as: Assessment x MF x L = PVP																																				
Z30.3	Price Increase Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.																																				
Z30.4	Compensation Events The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event. <table><tr><td>Assessment Date</td><td>Defined Cost?</td><td>Forecasted Cost?</td></tr><tr><td>31st Jul 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Aug 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Sept 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Oct 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Nov 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Dec 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Jan 22</td><td>In period costs only</td><td>No</td></tr><tr><td>28th Feb 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Mar 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Apr 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st May 22</td><td>In period costs only</td><td>No</td></tr></table>	Assessment Date	Defined Cost?	Forecasted Cost?	31 st Jul 21	In period costs only	No	31 st Aug 21	In period costs only	No	30 th Sept 21	In period costs only	No	31 st Oct 21	In period costs only	No	30 th Nov 21	In period costs only	No	31 st Dec 21	In period costs only	No	31 st Jan 22	In period costs only	No	28 th Feb 22	In period costs only	No	31 st Mar 22	In period costs only	No	30 th Apr 22	In period costs only	No	31 st May 22	In period costs only	No
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31 st May 22	In period costs only	No																																			

30 th Jun 22	In period costs only	No
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31 st Oct 22	In period costs only	No
30 th Nov 22	In period costs only	No
31 st Dec 22	In period costs only	No
31 st Jan 23	In period costs only	No
28 th Feb 23	In period costs only	No
31 st Mar 23	In period costs only	No
30 th Apr 23	In period costs only	No
31 st May 23	In period costs only	No
30 th Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Breheny Civil Engineering Ltd	
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is	As submitted in the Lot 1 Price Workbook	%
The <i>people rates</i> are		
category of person	unit	rate
Project Manager		As per Framework rates
Quantity Surveyor		As per Framework rates
General Foreman		As per Framework rates
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

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

[REDACTED]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

20 June 2022

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

28/06/2022

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer. Blank rows are available for completion by the Tenderer for any other items that they require payment to complete the works.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

The quantities shown in the price list below are for comparison at tender assessment stage and, if priced, will be remeasured during construction.

[The following text is a dense, continuous block of illegible characters and symbols, likely representing a corrupted or redacted document. It contains no discernible words or structure.]

The method and rules used to compile the Price List are

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

Scope

1 Description of the works

Project Objectives

A 45-metre frontage of low-level tidal embankment at Coalhouse Point, near East Tilbury suffered damage on 30 September 2019 during a high tide event. Tidal water is believed to have seeped through the embankment and it was also overtopped. This resulted in the embankment material slipping on the rear face and partially filling the adjacent soke dyke. The tarmacked public footpath on the embankment crest (plan appended) was closed formally closed by Thurrock Council's public right of way team as a result of the damage and barriers to pedestrians installed at either end of the damaged embankment., but this is difficult to enforce.

The damaged embankment forms part of a wider frontage that is considered to be uneconomic by the Environment Agency. The objective of this project is the successful reinstatement of the embankment's pre-September 2019 cross section, allowing the entire frontage to be passed back to respective Landowners on 1st January 2023 and their responsibility as the Environment Agency will formally withdraw their maintenance activities.

The project's primary objective is to design and construct a localised repair that returns the damaged 45m section of embankment to match adjacent, undamaged, cross-section profiles. Seepage path(s) suspected to be present from the front face of the embankment need to be identified and sealed to mitigate future failure of the embankment. The embankment is not to be raised nor increased from its existing undamaged footprint and is to allow pedestrian traffic along its crest upon completion.

A secondary embankment approximately 1km to the rear of this frontage provides the main flood defence. The eastern extent of the damaged embankment is near a high-pressure gas main, regulated by National Grid Gas, that crosses under the Thames estuary. Therefore, the repairs are to be delivered in line with National Grid Gas requirements appended to this document.

The repair works need to remove the material from the slipped embankment, which is of poor quality and replace with imported clay. The excavated material can be placed and shaped on the rear of the existing embankment in the location shown on the Site Plan (appended). Access from the highway to the site is shown on the Site Location Map (appended).

Imported clay needs to be placed, compacted, and shaped to same profile as the undamaged adjacent embankment, then topsoiled with imported material, and seeded. Further west from the site is the land restoration site managed by Ingrebourne Valley Limited (IVL). This site receives "waste" arising from Crossrail 1 and Thames Tideway schemes. The Mott family land agent has confirmed that clay material can be made available to the Contractor should, following visual inspection, the Contractor wishes to use it. IVL are prepared to transport the material to the western edge of DHL-owned land. Further transportation to the works-site is by the Contractor, or by agreement between the Contractor and IVL via the Motts Land Agent.

The necessary site compound & welfare facilities are to be located on the DHL-owned high ground to the west of the works extent as shown on the Site Plan. Access to the compound area will unavoidably cross the new English Coastal Path (running north-south along the western flank of the DHL-owned high ground (appended) and currently planned to formally open w/c 4 July 2022) and so necessary surface protection/planned post-works reinstatement is required along with a safe system of work in respect of interface with the public.

Access across the landowner's field should be kept to a minimum width and a culverted field crossing can be used to get to the field opposite the failed frontage. If needed, a 15m strip of the field can be made available from the landowner opposite the slipped embankment. All access and working areas must pay regard to the water vole survey results (appended) and also be reinstated on completion.

One major cause of the embankment failure is seepage through the embankment from the front face, which is thought to be mainly localised. These seepage paths need to be identified and sealed using a design by the tenderer.

The lowest level along the damaged embankment's crest is 4.35mAOD, with tides in August (Saturday 13th to Tuesday 16th) estimated to exceed 3.70mAOD locally, that may affect these works and trigger a Flood Warning based upon forecast tide levels at our Southend tide gauge.

Description of the works

The works that the *Contractor* is to carry out shall include the following

1. Planning, Permits and Consents.
 - a. No planning permission is required as it has been confirmed in writing by the local planning authority that the proposed works benefit from permitted development rights available to the Environment Agency and the site is over 200m from the nearest local, nationally or internationally designated site.
 - b. All materials used for the embankment repair will require any necessary Exemption or permit under the Environmental Permitting Regulations (2016) from the Environment Agency.
 - c. The works are to be planned in accordance with the appended National Grid Gas 'Specification for safe working in the vicinity of National Grid Gas high pressure gas pipelines and associated installations' – including but not limited to section 2 "Formal Consent"
2. Failed and slipped embankment
 - a. Remove and dispose of the coir surface material over the failed embankment and the coir rolls at along the toe of the failed embankment.
 - b. Excavate and remove the failed embankment material but excluding any slipped material within the soke dyke. All failed embankment material can be placed and shaped on the rear face of the embankment to the west, as shown on the plan.
 - c. Import suitable clay fill material to be placed and compacted to reconstruct the embankment to a similar profile to the adjacent undamaged embankment. Note that clay material is available from the landowner if its suitable for the embankment design and repairs.
 - d. Import topsoil to the reconstructed embankment and seed to establish a grassed finish.
 - e. Maintain the existing (pre-works) crest level of the embankment for the duration of the works.
3. Front face of the embankment
 - a. Seepage through the embankment has been seen on high tide events. The vegetation on the front face of the embankment needs to be cleared so that the condition of the embankment can be examined, and potential seepage paths identified, with appropriate sealing designed and constructed to prevent any further seepage.
4. Reinstatement
 - a. The site is to be cleared of any remaining construction material on completion.
 - b. All access routes from the highway are to be reinstated, including the working width and access across the landowner's field and culverted access.
 - c. If possible, the tarmacked footpath along the embankment crest should not be disturbed during the repairs and any damage needs to be reinstated.
 - d. Any damage to the pre-works surface of the route of the new English Coastal Path is to be made good upon demobilisation.
5. Programme
 - a. This embankment repair and rebuild needs to be designed and constructed to allow it to be returned to the Landowner on 1 January 2023.

5

General Requirements

The *Contractor* will undertake a pre and post works-condition survey prior to the start of works (to include as a minimum accesses (including the culverted field crossing), adjacent land, storage, and compounds). These areas must be reinstated prior to the *Contractor* leaving site.

Pollution prevention measures to be undertaken in accordance with the Environment Agency's SHEW CoP Section 4.31

The *Contractor* must make good any damage caused during the works.

Construction Works

The *Contractor* will provide the following:

- Start Up Meeting including Client and Principal Designer;
- Ongoing liaison with the Principal Designer;
- Supply of a Health & Safety File for the completed works including as-built drawings.

Access to the Working Areas will be arranged by the Client.

The *Contractor* shall notify the *Client* 4 weeks in advance of his intention to enter the Site.

The *Contractor* shall provide the following information to the *Client* no less than 4 weeks prior to entering the site:

- Marked up plan of the Working Area required
- Duration of the works and entry requirements
- Details of the works to be undertaken
- Access, security and temporary fencing arrangements, noting the interaction with the new English Coastal Path upon the DHL-owned land and thus the required proposed safe method of working.
- a Traffic Management Plan to be shared and agreed in advance of the works commencing on-site with landowners and stakeholders that use the shared access track leading from Station Road, East Tilbury
- Site safety requirements
- An emergency plan to include actions to take when notified of a high tide flood warning for this site. It is expected that the Contractor will sign up to the EA Flood Warning Service.

The *Contractor* shall maintain safe access and egress routes for pedestrians and vehicles where existing routes are affected by the works. The safe access and egress route must be agreed with the *Client* at least 4 weeks before the works in the relevant part of the Site commence. A public footpath along the tarmacked embankment crest is closed, but this has been difficult to enforce and any unauthorised public using this path will need to be safely managed by the *Contractor*.

Services

A gas pipeline runs at the eastern boundary of the site although it is thought to be deep and below the level of our works. The Contractor will make contact with National Grid Gas before the works commence to make them aware of the construction works and secure their consent which requires a 14-day period prior to works commencing.

Working times

The *Contractor* will be permitted to work between 8.00am and 5.00pm on weekdays (Monday to Friday).

Any work outside of these times or on weekends and Public Holidays shall not reasonably be withheld but only with the written acceptance of the *Client* and a minimum notice period of 1 week is required. These works are in a remote location, and such acceptance will be influenced by the time of sunset, anticipated noise, artificial light emissions from the works, and any other considerations that could cause disturbance to members of the public.

Where required, local residents will be informed at least 2 weeks in advance of the location and extent of the works. Any emergency or incident response works may be carried out outside of these hours if necessary.

Methodology Statement

Prior to the start of construction work, the *Contractor* must produce a Construction Phase Health and Safety Plan that, amongst other things, contains:

- A schedule of activities for which risk assessments and method statements must be prepared;
- The Contractor's arrangements for the preparation and approval of risk assessments and method statements;
- The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations;

- The Contractor will be free to add to the schedule as the work progresses.

The *Contractor* will ensure the risk assessments and method statements for each operation includes;

- Risk assessments of the work;
- People and resources proposed;
- Timing and sequencing of construction, materials, plant and equipment;
- Details of temporary works;
- Indication of activities that represent a higher level of safety, health and environmental risk;
- Safety, health and environmental controls proposed; and,
- Any permit to work proposals.

The *Contractor* submits the required risk assessments and method statements to the *Client* two weeks before starting the tasks to which they refer. The *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within his own organisation before submission.

Method statements shall include full particulars of the methods, timing and sequence of construction.

The *Contractor* does the work in accordance with the method statement.

Survey Requirements

All survey work including topographical and as-built surveys to be carried out in accordance with the Environment Agency National Standard Technical Specifications for Surveying Services, Version 4.0.

CDM Requirements

The *Contractor* shall assume the role of Principal Contractor and Designer upon award of the Contract.

The *Contractor* is required to liaise with the *Client's* CDM Principal Designer.

If required a copy of the HSE Notification (F10) shall be provided to the *Contractor* by the Principal Designer prior to commencement of the works

The *Contractor* shall be cognisant of the CDM Pre-construction Information, the *Client's* Health and Safety Policies and the 'SHEW Handbook' and must ensure full compliance with the *Client's* 'Safety is Paramount' code of practice. The *Contractor* shall ensure that all parties under sub-contract are cognisant of the requirements of these documents.

The *Contractor* shall prepare the Health and Safety (Construction Phase) Plan before work commences on site. The *Contractor* shall issue the Health and Safety Plan to the *Project Manager* for acceptance. The Health and Safety (Construction Phase) Plan has to be accepted by the *Project Manager* before work can commence on site.

Final Clean

On Completion, the *Contractor* returns any access routes, footpaths, car parks and any other areas affected by the works to a condition not inferior to that pertaining at the commencement of the works. All debris, unused materials, equipment and temporary works are to be dismantled and cleared from the site.

Completion

The following are requirements for Completion to be certified:

- Electronic copies of the As Built drawings.
- Health and safety file, which will be provided to the Principal Designer for agreement, and then passed to the Landowner.

The *works* required to be done by the Completion Date is:

The whole of the *works*

Prior to Completion, the *Contractor* provides the following information in electronic format to the Principal Designer for inclusion in the Health & Safety File:

- Description of the *works*;
- Accurate drawings showing 'As-Constructed' details;
- Any Public utilities & services – unchartered services to be marked up on record drawings; chartered service positions to be confirmed on record drawings; overhead services to be confirmed on record drawings;
- COSHH – lists substances hazardous to health & specific precautions that must be taken as a result of their presence;
- Information on any unforeseen hazards encountered during construction;
- Residual hazards & risk assessment.

The above list is not exhaustive and reference is required to *Client's* Health & Safety File requirements. The *Contractor* shall make allowance in his programme for liaison with the Principal Designer and the *Client* in providing the relevant information for the Health & Safety File prior to Completion.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
		Local Utility Infrastructure
		Site Location Map
		Site Plan
		Landownership Plan
1000 EA HGT XX DR G 00002		Embankment Cross Sections
1000 EA HGT ZZ DR G 00001		Embankment Topographic Plan
		Water Vole Survey Results Plan

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Civil Engineering Specification for the Water Industry	7 th Edition	Yes
Lot 1 Specification Supplementary Clauses	V1	No
Lot 1 Specification Supplementary Clauses for Culvert Works	V1	No
Clients Minimum Technical Requirements (412_13_SD01)	March 2020	No
Environment Agency SHEW-COP	2018	No
Environment Agency National Standard Technical Specifications for Surveying Services	V4.0 – 01 Sept 2017	No
Environment Agency Designers Red and Green List	11_12_SD01_v12 Final Draft Feb 2021	No
Eurocodes - Vehicle Restraint Systems		Yes

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*.

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* issues method statements to the *Client* for information in advance of carrying out items of work;

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 their outline programme with the *Contractor's* Offer for acceptance. The *Contractor* to show on the 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 labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) Design and any required approvals
- (c) Construction starting date
- (d) Each of the activities listed within the Price List
- (e) 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.
- (f) Completion date

Contractor to provide monthly programme updates and to attend monthly progress meetings.

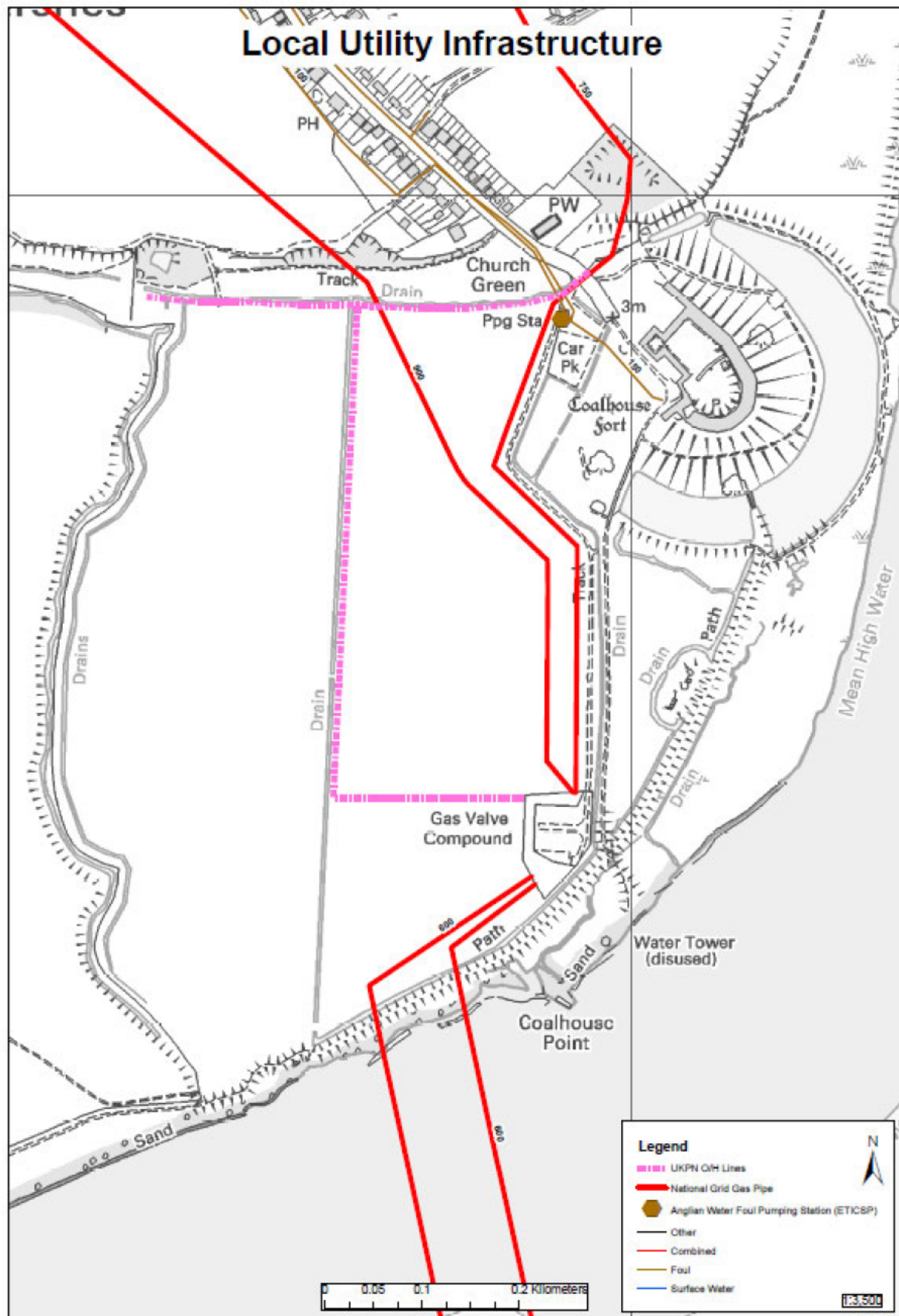
6. Services and other things provided by the *Client*

Describe what the *Client* 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
1. Initial landowner engagement to be undertaken by Environment Agency	Before start of construction
2. Notice of entry to affected landowners	2 weeks before start of construction

Site Information

Site Information showing the services at this location



SI100 Site location

The site is at Coalhouse Point, near East Tilbury in Essex.

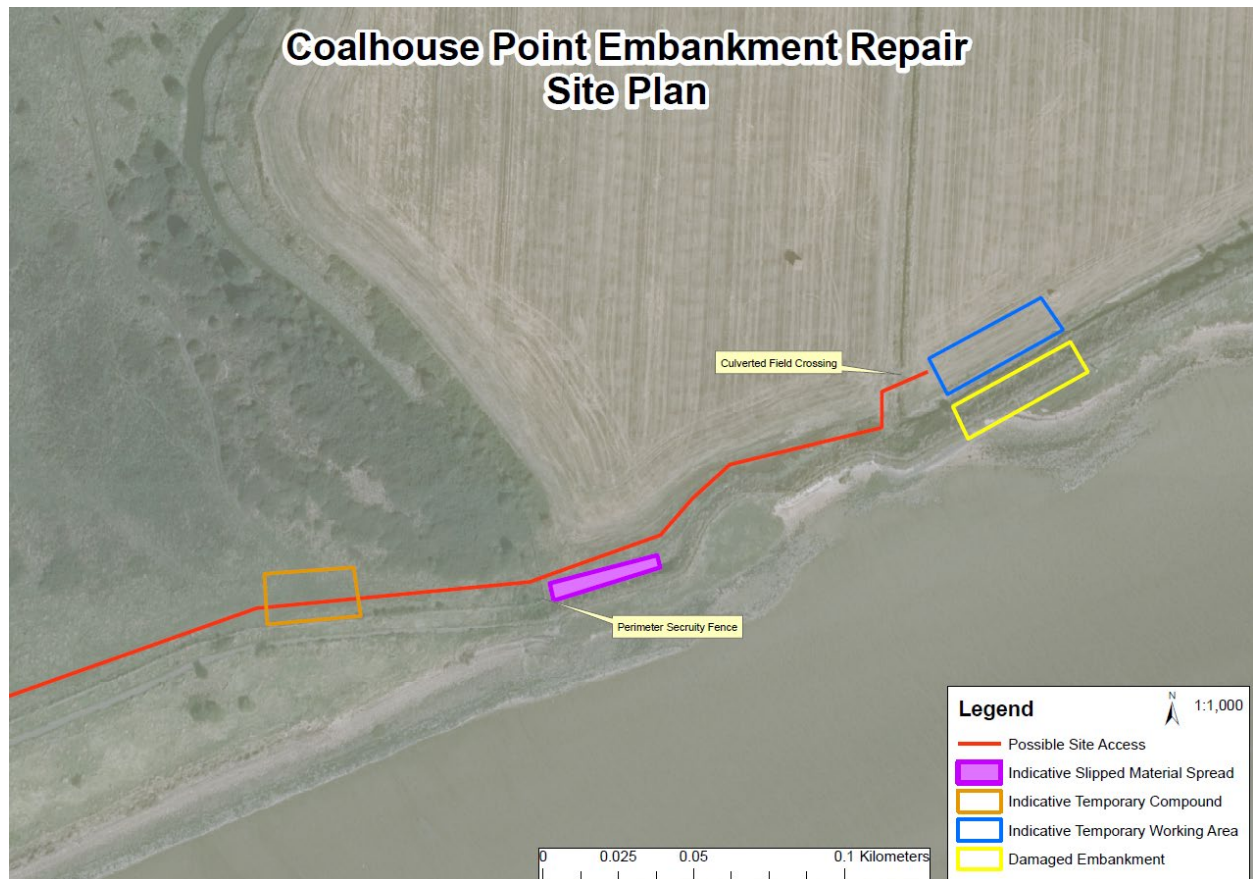
By foot, it is accessed from the public car park at Coalhouse Fort, a scheduled ancient monument (plan appended), and then follow the tarmacked public footpath to the river and the west. The damaged embankment is located approximately 1 km from the Fort,

By road, the access is secure and restricted as it is over private land and also land owned by DHL - shown on the Site Location Plan. This access is from Station Road that runs from East Tilbury to West Tilbury and using the private access signed Ingrebourne Valley. Any access should initially be through the EA Client.

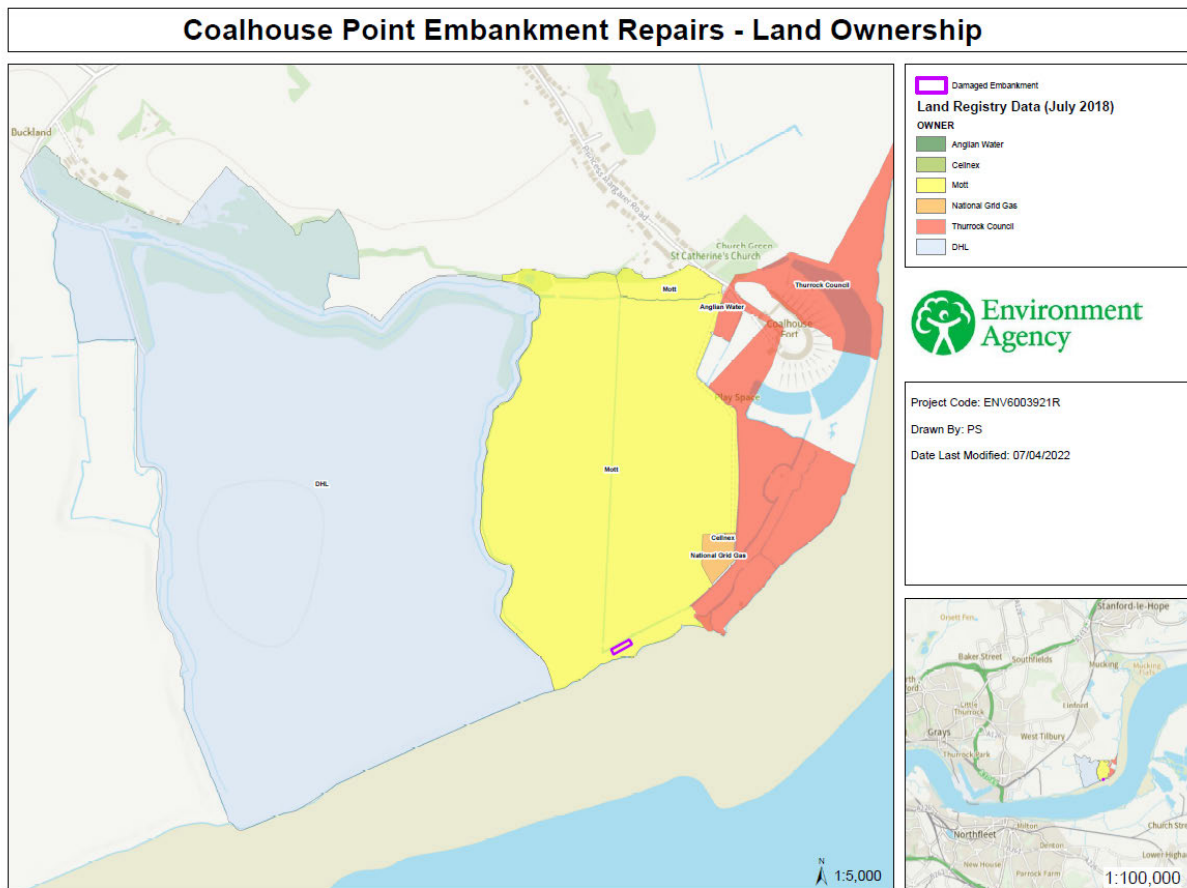
Site Location Map



Site Plan



Land Ownership Plan



Damaged embankment



Front face vegetation and seepage area





Site access off DHL Land





Culverted Field Access



SI200 Reports and Surveys

The following reports and surveys are available if required;

1. Geotechnical Report

SI300 Public Information – None Applicable

SI400 Buried pipes, services and other objects

The service information dated April 2022 were undertaken and are appended, with the following services showing on site

- Gas mains - yes
- Water mains – No
- Telecommunications and fibre optic cable routes – No
- Electricity cables – No

SI500 Buildings, structures and other things adjacent to the site

1. Boundary fences
The land of the proposed works, the tidal embankment, is owned by the Landowner who also owns the adjacent fields.
2. Footpaths
There is a public right of way along the top of the embankment using a tarmacked surface. This footpath has been temporarily closed since it failed and will remain closed until the embankment is repaired, however this is difficult to enforce and administer, with the footpath still being used sometimes. The currently closed footpath on top of the damaged embankment is managed and administered by Thurrock Council, as well as the English Coastal Path once formally opened in July 2022.

Proposed sub-contractors

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