Engineering and Construction Short Contract

Contract Data Forms

**June 2017**

**(with amendments January 2023)**

Template version history

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| V1 (as per bidder pack) | Go live template (this document) |
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| **NEC4 Engineering and Construction Short Contract** |
| **Asset Operation, Maintenance and Response Framework****Lot 1 Civil Engineering (Maintain and Construct)****2024/25 LNA Capital Reconditioning**  |
| **A contract between** | **The Environment Agency****Horizon House****Deanery Road****Bristol****BS1 5AH** |
|  |
| **And** | **AMCO.GIIFEN****Whaley Rd,** **Barnsley** **S75 1HT** |
|  |
| **For** | **SP25-22C Steeping imm u/s Wainfleett**  |
|  | **Contract Forms*** **Contract Data**
* **The *Contractor’s* Offer and *Client’s* Acceptance**
* **Price List**
* **Scope**
* **Site Information**
 |
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| **Contract Data** |
| The *Client’s* Contract Data |
|  | The *Client* is |
| Name | Environment Agency |
|  |
| Address for communications | The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH |
|  |
| Address for electronic communications |  |
| The *works* are | LNA 24/25 Capital Reconditioning  |
|  |
| The *site* is |  SP25-22C Steeping imm u/s Wainfleet  |
|  |
| The *starting date* is | 15 December 2024 |
| The *completion date* is | 31 March 2025 |
|  |
| The *delay damages* are | Nil  | Per day |
|  |
| The *period* for reply is | 2 | weeks |
|  |
| The *defects date* is | 52  | weeks after Completion |
| The *defects correction period* is | 4 | weeks |
|  |
| The *assessment day* is  | the last working day | of each month |
|  |
| The *retention* is | nil | % |
| The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply |
| The *Adjudicator* 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. |

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| **Contract Data** |
| The *Client’s* Contract Data |
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| The interest rate on late payment is | 2 (two) | % per complete week of delay. |
| For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client’s* property is limited to | £100,000 |
|  |
| The *Client* provides this insurance | None |
|  |
| **Insurance Table** |
| **Event** | **Cover** | **Cover provided until** |
| Loss of or damage to the *works* | Replacement Cost | The *Client’s* certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | Replacement Cost | The defects Certificate has been issued |
| The *Contractor’s* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor’s* Providing the Works | Minimum £5,000,000 in respect of every claim without limit to the number of claims |
| Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract | The amount required by the applicable law |
| Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the works | Minimum 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 *Adjudicator* *nominating body* is | The Institution of Civil Engineers |
|  |
| The *tribunal* is | litigation in the courts |
|  |
| The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions |
| Z1.0  | Sub-contracting |
| Z1.1 | The *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* 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 *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client’s* acceptance of a tender and the *Client’s* 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 *Client* and is not a compensation event. |
| Z3.0 | Confidentiality & Publicity |
| Z3.1 | The *Contractor* may publicise the works only with the *Client’s* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services. |
| Z6.2 | The *Contractor* designs the parts of the works which the Scope states they are to design. |
| Z6.3 | The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor’s* design is that it does not comply with either the Scope or the applicable law.The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design. |
| Z6.4 | The *Contractor* 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 *works* are affected by any one of the following events• War, civil war, rebellion revolution, insurrection, military or usurped power• Strikes, riots and civil commotion not confined to the employees of the *Contractor* and subcontractor• 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 *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*. |
| Z9.0 | Termination |
| Z9.1 | Delete the text of Clause 92.3 and replace with:If the *Contractor* 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. |
| ~~Z12.0~~ | ~~Packaging~~ |
| ~~Z12.1~~ | ~~For contracts containing packages of projects the~~ *~~Client’s~~* ~~Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack~~ |
| Z110 | InflationAt the Contract Date the total of the Prices does not include a sum to cover inflation.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 AdjustmentsEach 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 assessmentProvided 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. |

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| **Contract Data** |
| The *Contractor’s* Contract Data |
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|  | The *Contractor* is |
| Name |  |
|  |
| Address for communications | Whaley road, Barugh, Barnsley South Yorkshire S75 1HT |
|  |
| Address for electronic communications |  |
|  |
| The *fee* percentage is | 12 | % |
|  |
| The *people rates* are  |  |
|  |
| category of person | unit | rate |
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| The *published list of Equipment* is |  |
|  |
| The *percentage for adjustment for Equipment* is |  |
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| **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 | **£123,394.13** |
|  | **Enter the total of the Prices from the Price List.** |
| Signed on behalf of the *Contractor* |
|  |
| Name |  |
| Position | Contract Manager |
| Signature |  |
| Date | 10/02/2025 |
|  |
| The *Client* accepts the *Contractor’s* Offer to Provide the Works |
|  |
| Signed on behalf of the *Client* |
| Name |  |
| Position | Project Executive  |
| Signature |  |
| Date | 27/02/2025 |
|  |

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| Price List |
| This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the Contractor’s rates in the Lot 1 Pricing Workbook. The detailed price breakdown reference is EM0448 |
| **Item Number** | **Description** | **Unit** | **Quantity** | **Rate** | **Price** |
| 1 | Design / Suitability Check | 1  | Sum | 10,000 | £10,000 |
| 2 | Traffic Management | 1 | Sum | 7,584.00 | £7,584.00 |
| 3 | Project Management (Week 1) | 1 | Sum | 5,708.80 | £5,708.80 |
| 4 | Project Management (Week 2) | 1 | Sum | 5,708.80 | £5,708.80 |
| 5 | Project Management (Week 3) | 1 | Sum | 5,708.80 | £5,708.80 |
| 6 | Site set up /Welfare /mobilisation | 1 | Sum | 696.89 | £696.89 |
| 7 | Procurement of Concrete Boards / materials | 1 | Sum | 24,000 | £24,000.00 |
| 8 | Security  | 1 | Sum | 6,290.59 | £6,290.59 |
| 9 | Physical works |  | Sum | 56,999.36 | £56,999.36 |
| 10 | Site Set up /Welfare demobilise  | 1 | Sum | 696.89 | £696.89 |
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|  |
| **The total of the Prices** | **£123,394.13** |

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| 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. |

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| Scope  |
| **1. Description of the *works*** |
| **1.1 Project background**1.1.1 The *Clients* owned/maintained assets (115175, 504192 & 1151760) have been identified as being below required condition (BRC). Bringing these assets back to the *Client’s* minimum acceptable standard is of primary importance.In the Lincolnshire and Northampton (LNA) catchment area the *Client* has identified a BRC scheme along the river Steeping Bank. These assets require improvement to bring each asset back to a minimum acceptable standard that existed prior to the asset damage. The works shall be undertaken considering all required environmental, programme and cost considerations whilst also complying with all relevant *Client* good practice and guidance.1.1.2 The overall objective is to make the necessary improvements to the *Client’s* assets such that they are:1. Return assets to at least minimum acceptable standard which shall not be less than the asset condition prior to the winter storm events
2. Legally compliant in respect of flood risk and public safety
3. Safe and efficient to operate and maintain
4. Reduce whole-life financial and carbon cost

1.1.3 The specific objective within this contract is to ensure all remedial *works* are carried out as per the Description of the Works contained in Section 1.2, the Client provided Scope Information Document (SID) and the other documents contained in Sections 2 and 3.**1.2 Description of the works** 1.2.1 The *Contractor* is to undertake the design and construction for all assets where repair works are identified by the contractor and agreed upon with the client. All construction work, including that of peripheral assets but not limited to fencing and telemetry, must be compliant with all current *Client* Standards and industry best practice. Where compliance is not possible, reasonable justification must be provided by the *Contractor* for the *Client’s* consideration and to inform the engineering decision process. The works are as described in the SID document and other documents which can be found in section 3. 1.2.2 Purpose of the Works/ Outcome requiredAn assessment of the need for works to be carried shall be as described in the SID and PCI. The production of SID and PCI will be carried out by Others. The purpose and outcome of the Works will be the return of BRC assets to the asset condition in order that the assets meet the *Client’s* minimum acceptable standards required to ensure compliance with the *Client’s* flood risk and safety works are met.The *Contractor* shall maximise positive environmental outcomes and demonstrate mitigation has been considered.1.2.3 Steeping imm u/s Wainfleet (Asset Reference 115175, 504192 & 115176)There are three below required condition assets on the right bank of the river Steeping over an approximately 1.1km stretch running in parallel to Vicarage Lane and Wainfleet road. The earth embankment is not to the required flood defence level and additional planking was installed some time ago to raise the defence level. The planks are similar in design to gravel boards from a typical concrete post and timber fence. Over time the planks have been damaged, possibly by maintenance equipment such as flails or by anglers seeking easier access the riverbank. The project seeks to reinstate the level of defence where it is damaged with due regard to the fact that the original planking was not watertight and would seep. Any solution would have to be comparable in seepage to the existing undamaged planks. The *Contractor* is to give consideration in the solution to minimising future maintenance damageThe Works can be summarised as follows and the *Contractor* is to pay due cognisance of the *Client’s* completed SID and other available information.* Obtain all required permits, licenses as listed in section 1.10 to allow works to commence. The *Client* will provide detail of requirement and where exemption(s) may be permitted.
* The *Client* holds ground investigation data for several of their assets. Where data does not exist or is incomplete, the *Contractor* is to assume a worst-case scenario in preparing their design. The *Contractor* is to undertake utility searches to further inform the *Contractor*’*s* design solution(s).
* Evaluate concrete pile and plank floodwall to determine extent of replacement/repair work required to restore asset tothe required condition between GPS coordinates 53.104522, 0.224575 - 53.109532, 0.211811.
* Develop design solution and submit to the *Client* for acceptance.
* Prepare and submit all necessary documentation to ensure compliance with CDM Regulations and any *Client* specific health and safety requirements.
* Undertake pre and post condition surveys including photographs/video.
* Mobilise and demobilise People and Equipment to the site.
* Undertake vegetation clearance and dispose of the arisings off-site.
* Remove topsoil and set aside for re-use.
* Undertake works to replace/repair damaged wall.
* Dispose of all defunct sections of the floodwall.
* Topsoil and seed embankment.
* Reinstatement of the site on completion of site activities

The *Contractor* is to produce all required handover documents and H&S Pack including operation and maintenance manuals, ground investigation reports, as-built drawings, recommended maintenance regimes to be followed and the like. All documentation is to be submitted to the *Client* and accepted by the *Client*. Acceptance by the *Client* shall determine completion of the Work. |
| **1.3 *Contractor’s* design**The *Contractor* is to develop a design solution for the flood wall (Plank & Pile) repairs and present to the *Client* for acceptance with such acceptance not being unreasonably withheld.Where design is undertaken, it is the obligation of the *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor’s* design is that it does not comply with either the Scope or applicable law.The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.Should the *Contractor* seek to deviate from any relevant design code or standard for efficiency, then the *Contractor* shall seek derogation from the *Client* in writing which shall include detailed technical reasoning and proposal(s) for the derogation. The *Client*, in consideration of the *Contractor’s* request may require further and better technical particulars prior to a final decision being made on the derogation request.For the avoidance of doubt, the *Client’s* acceptance of the *Contractor’s* design solution or any design derogation does not relieve the *Contractor* of liability for their design under the contract. |
| **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. 1.6.2 The *Contractor* shall co-operate with others in obtaining and providing information which they need in connection with the *works*.1.6.3 The *Contractor* shall maintain access at all times to properties located within the work area and road closure see section 6 for location of the properties. 1.6.4 The *Contractor* shall inform via a letter drop of the planned work to the properties in and in close proximity to the work area. |
| **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 Fast Draft 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- Fortnightly progress meetings from the starting date to the end of the project. The *Client* confirms the date and venue of these meetings. The *Contractor* chairs and records these meetings.- Monthly commercial meetings from the starting date to end of the project. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required.- Site walkovers as requested by the *Client*.- Early Warning meetings as instructed by either Party.1.7.3 The *Contractor* shall produce a progress report and submit this with their updated programme a minimum of 2 working days ahead of the monthly progress meeting. This report:- highlights the progress achieved since the last programme submission.- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities, - explains what actions are being implemented to mitigate any delay,- state the expected date when the *Contractor* forecast to complete the works compared to 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. |
| **1.8 Weather Measurements**1.8.1 The place where weather is to be recorded is: Wainfleet No 2 Location: 53.088, 0.273 1.8.2 The weather measurements are to be supplied by the MET Office. |
| **1.9 Quality Management**1.9.1 The *Contractor* shall carry out tests and inspections in accordance with the *Client’s* Minimum Technical Requirements Standard (LIT 13258) version 13 and the *Client’s* Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (LIT 16559). |
| **1.10 Consents, Permits and Licenses**1.10.1 The *Client* shall obtain the following consents, permits, licenses and/or agreements from third parties for the permanent works. Notice of Entry – *Contractor* to provide 14 days’ notice to the *Client* to ensure Notice is in place and valid prior to works commencement.All other necessary consents (including those required from the relevant IDB), permits (including Permit to Work), licences and and/or agreements from third parties for the permanent works are to be obtained by the *Contractor* prior to the works commencing.1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works, including but not limited to:*Contractor’s* H&S Plan*Contractor’s* Environmental Action Plan*Contractor’s* Road Closure Plan *Contractor’s* Flood Risk Assessment Permit exemption submission *Contractor’s* risk assessments and method statements (RAMS) *Contractor’s* construction Plan*Contractor’s* temporary works designs1.10.3 All the above are to be submitted to the *Client’s* construction Principle Designer for review and acceptance. |
| **1.11 Health, Safety & Environment**1.11.1 The *Client’s* SHEW CoP is applicable to the *Contractor* in providing the *works*.1.11.2 The Considerate Constructors Scheme is applicable as per the *Client’s* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*. 1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* acts as Principal *Contractor* / *Contractor* under the Regulations.1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the *period of reply* to respond to the RAMS. 1.11.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP). |
| **1.12 Procurement of subcontractors**1.12.1 In accordance with Framework , 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 Framework 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 Framework , the *Contractor* shall use the Contracts Finder website to advertise any subcontracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a subcontractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful subcontractor. |
| **1.13 Title**1.13.1 The *Client* does not wish to salvage any material arising from excavation, demolition or removal works. The *Contractor* shall be responsible for disposing of all excavation arisings and disposal of the defunct flood wall. A standard waste test (WAC) is required to be carried out prior to disposal of arisings which are to be disposed of through a licenced waste carrier at a licenced waste disposal facility. The *Contractor* is to provide all relevant waste disposal documentation such as carrier details and waste transfer notes. |
| **1.14 Completion** 1.14.1 Prior to Completion the *Contractor* shall arrange a joint site inspection with the *Client*. The initial inspection shall take place a minimum of one week in advance of the *Contractor’s* Completion date. 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 the required *Contractor* handover documentation has been provided as described in Section 1.2 of this contract. The *Client* is responsible for making their initial judgement following the joint inspection*.*1.14.2 The following criteria must be met for the *works* to be certified as completeall hard landscape construction *work* must be fully complete, and all construction plant, and machinery must have been removed from *site.*all construction, 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.1.14.3 The following are absolute requirements for Completion to be certified, without these items the *Client* is unable to accept 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
* Operation & Maintenance Manuals
* Maintenance plans
* Testing certificates
* Public Safety Risk Assessment
 |
| **1.15 ACCOUNTS AND RECORDS** 1.15.1 The *Contractor’s* application for payment shall be submitted on Fast Draft and supported by a breakdown of the *works* **per site** for which payment is due in the format provided in the Price List, including any implemented compensation events.1.15.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Client*).1.15.3 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.1. apinvoices-env-u@gov.sscl.com and
2. ea\_invoices-pa@environment-agency.gov.uk
 |
| **1.16 SITE PROGRESS MEETINGS**1.16.1 Frequency: Fortnightly1.16.2 Location: To be determined by the *Client*1.16.3 Chairperson (who will also take and distribute minutes): The *Contractor* |
| **2. Drawings** |
| **Title** |
| N/A |
|  |
| **3. Specifications** |
| **List the specifications which apply to the contract.** |
| **Title** | **Date or Revision** | **Tick if publicly available** |
| Asset OMR Framework Deed of Agreement and Schedules  | 04/03/2024 |  |
| Minimum Technical Requirements – Standard (LIT 13258) | V 13 |  |
| AOMR Lot 1 Specification Supplementary Clauses Document Reference 249\_18\_SD11 | V.01 |  |
| Exchange Information Requirements (LIT 17641) | V 3.0 |  |
| Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (LIT 16559) | V 6.0 |  |
| SHEW CoP  | V 6 |  |
| Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144) | V2.0  |  |
| Control of Substances Hazardous to Health (COSHH) Regulations  |  |  |
| Construction Design Regulations (CDM) 2015 |  |  |
| Lot 1 & Lot 3 – Supply Chain Passport Template |  |  |
| Exchange Information Requirements (BIM) | V3 |  |
| Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) | V5 |  |
| 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 the Client’s actions under the contract are delegated to **James Browne**. 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 **Sij Dhanju** and **James Browne.** 4.3 The Contractor shall prepare, for the Client’s acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works. Delete this guidance before issue.4.4 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.**4.5 Protection against Damage**4.5.1 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.4.5.2 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.4.5.3 The Contractor shall not commence any works on 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.4.5.4 The Contractor must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans. 4.5.5 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.4.5.6 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. 4.5.7 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.4.5.8 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.4.5.9 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.4.5.10 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.4.5.11 A key, which must be returned on Completion of the works, will be provided as necessary to allow access through the Client’s gates.4.5.12 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.4.5.13 Fourteen (14) working days’ notice of commencement of works shall be given to the Client.4.5.14 Seven (7) working days’ notice must be given to the Client in advance of any inspection or test and Completion of the works.4.5.15 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the Client, or their representative.4.5.16 The Contractor shall be responsible for obtaining and/or registering for any necessary waste exemptions.4.5.17 The Client requires 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 conducted by a competent employee of the Contractor. 4.5.18 No mud or other debris to be deposited on any tarmac areas outside the site access gate, any such material to be removed immediately.4.5.19 The Contractor shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.4.5.20 Un-scoped or additional projects may be added to the package upon acceptance of the relevant compensation events (CE’s) and revised programmes depending on Contractor performance. 4.5.21 No fires may be lit on site unless expressly authorised by the *Client*.4.5.22 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* upon request. |
| **4.6 Choice of Equipment**4.6.1 The *Contractor* shall choose the most appropriate equipment to complete the *works.*4.6.2 The *Contractor* ensures that all equipment is maintained.4.6.3 Equipment with hydraulic systems shall use biodegradable hydraulic oil.4.6.4 Equipment traversing under overhead cables shall be fitted with a Prolec or other height limiting device. |
| **4.7 Permits** 4.7.1 The Works may require the Contractor to obtain a Flood Risk Activity Permit from the Environment Agency.4.7.2 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 Contractor shall be aware the permitting process can take eight (8) weeks from receipt of payment. The requirement for permits shall be discussed with the Client prior to applying for permits. |
| **4.8 Working times**4.8.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client.* |
| **4.8 Site Restrictions**4.8.1 Vicarage Lane and Wainfleet Road run parallel to the flood wall and will need to be closed  |
| **5. Requirements for the programme** |
| The *Contractor* submits his programme with the *Contractor’s* Offer for acceptance. The *Contractor* shows on each programme which they submits 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: The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project formats.The *Contractor* shall show on each programme submitted for acceptance: * the *starting date* and Completion Date
* the critical path
* Period required for mobilisation/ planning & post contract award
* Each of the activities listed within the Price List
* Any key third party interfaces: lead in periods for materials and sub-*Contractor*s; time required to obtain consents/waste permits; stated constraints; *Contractor’s* risks.
* the dates when the *Contractor* forecasts to need first access to each part of the *site* to undertake physical *works*
* the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
* lead in periods for materials and sub-*Contractor*s,
* the order and timing of the *work* of the *Client* and others required for the *Contractor* to provide the *works,*
* provisions for float, time risk allowance and procedures set out in the contract,

The *Contractor* shall submit a revised programme to the *Client* for acceptance:* Within the *period for reply* after the *Client* has instructed the *Contractor* to
* When the *Contractor* chooses to and, in any case,
* At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*

|  |  |  |
| --- | --- | --- |
| From | To | Interval |
| *Starting date* | Start of establishment period | 1 month |
| Start of establishment period | End of establishment period | 3 months |
| Start of maintenance | Completion | Annual |

 |
| **6. Services and other things provided by the *Client*** |
| **Item** | **Date by which it will be provided** |
| Site Information | 15/12/2024 |
| Fastdraft Access | 31/01/2025 |
| PCI  | 15/12/2024 |
| SID | 15/12/2024 |
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| Site Information |
| **The Site****Steeping imm u/s Wainfleet (Asset Reference 115175, 504192 & 115176)** |
| **Existing utilities and services**Some preliminary service checks have been carried out and the results can be found in the PCI pack, however, the *Contractor* is to undertake a full services search as part of the Works.  |
| **Site investigation***Contractor* is to liaise with the *Client* for available site investigation data which the *Client* holds on a central database. |
| **Site location plans**Please refer to section “*The Site*” above and the relevant Scope Information Document. |
| **Health and safety file**N/A |
| **Access to site**Description: Please refer to section 7.Limitations: Limitations may come in the form of site compound area as only the road space is available. Access for inspections: The *Contractor* is to provide adequate and safe access to the *Client* and others to inspect the works as they progress. |
| **Use of the site**General: The *sites* will not be used for anything other than the execution of the *works*. Limitations: N/A |
| **Surrounding land / building uses**General: Adjacent and nearby uses are as follows: Only land which has been agreed prior to the *works* commencing can be used for the *works.* |
| **Health and safety hazards**General: The nature and condition of the *site* cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present: * Working near water
* Road conditions such as dirt roads

Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the *works*.Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures. |
| 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: |  |