

ECSC Contract Template

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

Asset Operation, Maintenance and Response (Asset OMR) Framework

For Lot 1 Civil Engineering (Maintain and Construct)

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 Deandery Road Bristol BS1 5AH
And	J.N. BENTLEY LIMITED Snaygill Industrial Estate Keighley Road Skipton North Yorkshire BD23 2QR
For	24/25 C & L CCTV Programme
	Contract Forms - Contract Data - The <i>Contractor's Offer</i> and <i>Client's Acceptance</i> - Price List - Scope - Site Information

Contract Data

The *Client's* Contract Data

The <i>Client</i> is	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[REDACTED]	
	The <i>Contract Administrator</i> is	
Name	[REDACTED]	
Address for communications	Environment Agency Richard Fairclough House Knutsford Road Latchford Warrington WA4 1HT	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	24/25 C & L CCTV programme	
The <i>site</i> is	6 Sites identified within the scope contained within the C & L area.	
The <i>starting date</i> is	5 th August 2024	
The <i>completion date</i> is	31 st October 2025	
The <i>delay damages</i> are	[REDACTED]	Per day
The <i>period</i> for reply is	2	weeks
The period between completion of the <i>works</i> and the <i>defects date</i> is	52 weeks	

The <i>defects correction period</i> is	4	Weeks, except that
The <i>defects correction period</i> for	N/A	N/A
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	■	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is:		
<p>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.</p>		

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>	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 <i>defects date</i> plus 2 years
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum ██████████ in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum ██████████ in respect of every claim without limit to the number of claims	The <i>defects date</i> plus 2 years
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	Litigation in the courts	

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Z1	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed <i>subcontractor</i> to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed <i>subcontractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to <i>subcontractors</i> and <i>Delivery Partners</i> will be no more than 30 days from receipt of correct invoice.
Z2	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the <i>works</i> does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the <i>works</i> which the Scope states they are to design.

Z6.3	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and <i>subcontractors</i> • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8	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	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	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack.

Z13	Contract Administrator
Z13.1	<p>Under Clause 14.5, the <i>Client</i> delegates their actions defined in the contract to the <i>Contract Administrator</i> except for:</p> <ul style="list-style-type: none"> • <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works • Clause 16 Access to the <i>site</i> and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination <p>The <i>Client</i> may replace the <i>Contract Administrator</i> after they have notified the <i>Contractor</i> of the name of the replacement.</p>
Z14	Inflation
Z14.1	<p>At the Contract Date the total of the Prices includes sums to cover inflation until Completion.</p> <p>On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.</p>

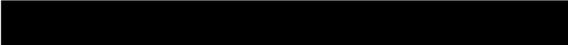
Contract Data

The Contractor's Contract Data

	The <i>Contractor</i> is	
Name	J.N. BENTLEY LIMITED	
Address for communications	Snaygill Industrial Estate, Keighley Road, Skipton, North Yorkshire, BD23 2QR	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	[REDACTED]	%
The <i>people rates</i> are		
category of person	unit	rate
As per Framework Agreement		
The <i>published list of Equipment</i> is	As per Framework Agreement	
The <i>percentage for adjustment for Equipment</i> is	As per Framework Agreement	

Sub-contractors

The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

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

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

██████████

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

██████████

Position

████████████████████

Signature

██

Date

██████████

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

Signed on behalf of the *Client* [signatory in accordance with FSOD requirements]

Name

██

Position

████████████████████

Signature

████████████████████████████████

Date

████████████████████

Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook. The *Client* and *Contractor* agree the items, quantities, and costs for the project by applying the relevant items and rates from the Lot 1 Pricing Workbook. The *Client* enters the relevant subtotals below and removes the unused headings. Delete this guidance before issue.

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook. The detailed price breakdown reference is **24/25 GMMC CCTV Programme.**

Ref	Description	Sub total
1	Broadfleet Culverts, Pilling – 96m total.	£1,701.38
2	Dow Beck, Carlisle – 247m total.	£3,060.14
3	Fairy Beck, Carlisle – 341m total.	£5,238.94
4	Jubilee Street, Blackburn – 984m total.	£19,318.85
5	Soapery Beck, Workington – 118m.	£814.19
6	Wholesome Brow syphon, Ormskirk – 24m.	£1,701.38

Clarrifications & Assumptions

This estimate is based on the EA supplied information. The works will only begin once the approval & authorisation has been given by the Clients Representative. Any work escalations will be communicated to and confirmed by EA representative prior to continuation.

McBreen Rates refer to tab 7., any future works or CE's will be priced using these rates.

No allowance has been made for any cleaning or disposal.

No allowance has been made for any overpumping.

This price is based on JN Bentley have full access to the site without any interruptions and continue working.

THE TOTAL OF THE PRICES	£31,576.54
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	Please provide rates for the following additional items				
1	CCTV Gang Monday to Friday 8am-5pm	£904.20		Day	

2	CCTV Gang Saturday to Sunday 8am-5pm	£1,085.04		Day	
3	CCTV Gang Saturday to Sunday 5pm-8am	£1,175.46	+ Stand down day @ £904.20	Day	
4	CCTV Gang Bank Holiday 8am-5pm	£1,175.46		Day	
5	CCTV Gang Bank Holiday 5pm-8am	£1,175.46	+ Stand down day @ £904.20	Day	
6	Jetting Gang Monday to Friday 5pm-8am	£1,699.46	+ Stand down day @ £1,307.28	Day	
7	Jetting Gang Saturday to Sunday 8am-5pm	£1,568.74		Day	
8	Jetting Gang Saturday to Sunday 5pm-8am	£1,699.46	+ Stand down day @ £1,307.28	Day	
9	Jetting Gang Bank Holiday 8am-5pm	£1,568.74		Day	
10	Jetting Gang Bank Holiday 5pm-8am	£1,699.46	+ Stand down day @ £1,307.28	Day	
13	Silt sample and analysis per sample	£653.64		Item	

The method and rules used to compile the Price List are:

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

When ordering products and constructing the *works*: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

Scope

1. Description of the *works*

1.1 Project background

1.1.1 The EA has an annual culvert inspection programme consisting of both EA owned and maintained and third-party owned assets. These inspections are primarily to determine the structural condition and conveyance within the culvert to enable the flood risk to be determined and subsequently a risk-based approach to remediation.

1.1.2 The Project objective is to survey the culverts identified, produce condition reports for each identifying defects within the financial year.

1.2 Description of the works

1.2.1 The *works* are to undertake CCTV inspections of the culverts described (including pre-cleansing works if required).

The Contractor may undertake a pre-survey walkover to produce a pre-survey report and estimate for each site (using the framework rates and additional items listed in the price list above). The same is required for any additional works (compensation events) that are applied to this contract.

The Contractor shall produce a detailed survey report to include the details outlined below. Previous survey reports where available, for the identified culverts and are provided.

- Photographs of inlet, outlet, manholes (including location & chamber/shaft) & culvert interior. Also include arrow cards next to each manhole so the Client is able to determine angles of all incoming / outgoing pipes.
- Invert, soffit levels to be taken at outlet, inlet and each manhole where possible.
- Video footage where entry into culvert – include full meterage (where possible) & full 360° span of culvert at approximately every 10m in length unless going around a sharp bend which will require a new 360° span of culvert.
- Report to include culvert dimensions, material and note any changes within the report. Report to also include water level depth and any changes to this throughout the report.
- Highlight any potential issues (such as structural or debris etc.) within the report & capture on video/photographic evidence where possible.
- Detailed manhole cards/location information to be recorded only if manhole currently unrecorded.
- Accompanying map (CAD format and PDF) showing the location of the culvert, inlet, outlet and manholes (including GPS data for each manhole and headwall). Sections that have been un-surveyed must be colour coded differently on the plan.
- The Contractor shall submit the survey reports electronically to the Project Manager upon completion of each survey.

Further cleansing works as instructed by the Client with photographic evidence that silt/debris has been removed is to be provided upon completion, Weigh bridge tickets will be required for all material sent to a waste disposal site .

Survey to establish any defects / condition grade for the sites listed below. Appropriate survey method to be confirmed prior to survey investigations. Previous reports and maps will be provided if available, for the sites listed in Appendix A.

1.3 Contractor's design

1.3.1 None Required

1.4 Accommodation

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1 Prior to first entry to the site to undertake physical *works*, the *Contractor* shall record the condition of the site and accesses to the site through photographs and videos. These are submitted to the *Client* for record keeping. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry. Refer to Appendix A for individual site locations.

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*. Work on Highways will require appropriate permits and temporary traffic management.

- 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.

1.7 Management of the Works

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

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

- Project start meeting
- Joint monthly commercial and progress meetings from the *starting date* to completion of the program. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings. The meetings will be via teams.
- 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: N/A

1.8.2 The weather measurements are to be supplied by: N/A

1.8.3 If the Contractor is unable to access a culvert due to high water levels the EA Project Manager is to be informed immediately and photographic evidence supplied. The Contractor is to move to alternative sites if possible and as agreed with the EA Project Manager.

1.9 Quality Management

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

- Any silt removed shall be tested and removed to a suitable licensed waste disposal site, the *Client* is to be provided with copies of waste transfer notes.

1.10 Consents, Permits and Licenses

1.10.1 The *Client* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works.

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:

Highways,

Flood Risk Activity Permits.

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*.

1.11.4 The *Contractor* shall produce site 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.

1.12 Procurement of subcontractors

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the *contractor* shall use sustainability, quality and price criteria when selecting *subcontractors*, evidence of how this was undertaken to be retained and made available to the *Client* if required.

1.11.2 In accordance with Schedule 7 Clause 2.1.6, the *contractor* shall ensure that supply chain opportunities are inclusive and accessible to Small and medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.

1.11.3 In accordance with Schedule 7 Clause 2.1.1, the *Contractor* shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-contractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful *subcontractor*.

1.13 Title

Marking

1.13.1 N/A

Materials from Excavation and demolition

1.13.2 N/A

1.14 Completion

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

- Completion and delivery of detailed survey reports including the details outlined in section 1.2 Description of Works

1.15 ACCOUNTS AND RECORDS

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

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

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

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Weekly call to discuss survey programme for week ahead. Monthly call to discuss progress.

1.16.2 Location: Via Teams

1.16.3 Chairperson: Ben Deegan

2. Drawings

Guidance

List the drawings that apply to the contract, these should only detail works to be done. This is not Site Information or location plans. Delete this guidance before issue.

Drawing Number	Revision	Title
All information to be contained in Appendix A		

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	✓
Minimum Technical Requirements – Standard (LIT 13258)	V 12	✓
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	✓
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		✓
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		

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

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract.
2. Site specific Constraints:
 - a) Jubilee Street – Man entry required to carry out CCTV inspection.
 - b) Dow Beck – None to note
 - c) Broadfleet – Potential that the culvert will be flooded, over pumping or alternative methods may be required (not to be priced and will be dealt with via a Compensation Event)
 - d) Wholesome Brow - Potential that the culvert will be flooded, over pumping or alternative methods may be required (not to be priced and will be dealt with via a Compensation Event)
 - e) Soapery Beck – Culvert is a syphon and man entry is required to carry out CCTV inspection
 - f) Fairy Beck – Man entry may be required to carry out CCTV inspection
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 if required*.

4.6 Working times

4.6.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to

undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

4.7 Site Restrictions

4.7.1. See Appendix A location plans

5. Requirements for the programme

5.1 The *Contractor* shall submit their first programme with the *Contractor's* Offer for acceptance.

5.2 The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project formats.

5.3 The *Contractor* shall show on each programme submitted for acceptance:

- the *starting date* and Completion Date
- the critical path
- the dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works
- the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
- lead in periods for materials and sub-contractors,
- the order and timing of the work of the *Client* and others required for the *Contractor* to provide the *works*,
- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract,

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- The *Contractor's* plans which it shows are not practicable
- It does not represent the *Contractor's* plans realistically or
- It does not comply with the Scope

5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1) week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

5.6 The *Contractor* shall show on each revised programme:

- The actual progress achieved on each operation and its effect upon the timing of the remaining work
- How the *Contractor* plans to deal with any delays and to correct notified Defects and
- Any other changes which the *Contractor* proposed to make to the Accepted Programme

5.7 The *Contractor* shall submit a revised programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to and, in any case,

- At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*

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

Item	Date by which it will be provided
Site Information	Issued with tender documents in Appendix A
Fastdraft Access	05/08/24

7. Site Information

The site

Description: 6 locations within the C&L Area. Each site has a location plan with length of culvert to be surveyed. See Appendix A

Existing utilities and services

Drawings: Not Provided

Other information: Previous Survey Reports included where available.

Soils and Ground water

Information: N/A

Site investigation

Report: N/A

Site location plans

Issue details: Included in Appendix A

Health and safety file

Issue details: N/A

Access to site

Description: To be determined

Limitations: To be determined

Access for inspections: To be determined

Use of the site

General: Inspections only

Limitations: N/A

Surrounding land / building uses

General: Varies. See location plans in Appendix A

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:

- Confined Spaces working
- Hazardous gases
- Possible structural defects
- Contaminated water and needle sticks.

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.