



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)

### Template version history

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

# NEC4 Engineering and Construction Short Contract

A contract between	<b>The Environment Agency</b> <b>Horizon House</b> <b>Deanery Road</b> <b>Bristol</b> <b>BS1 5AH</b>
And	<b>Breheny Civil Engineering Ltd</b>
For	<b>ENVRY00056C Hall Place Embankment Repairs (Phase 2)</b>
	<b>Contract Forms</b> <ul style="list-style-type: none"> <li>- <b>Contract Data</b></li> <li>- <b>The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</b></li> <li>- <b>Price List</b></li> <li>- <b>Scope</b></li> <li>- <b>Site Information</b></li> </ul>

# Contract Data

## The *Client's* Contract Data

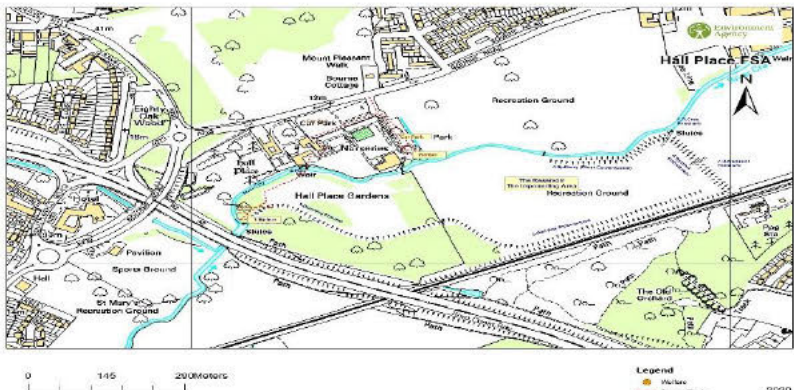
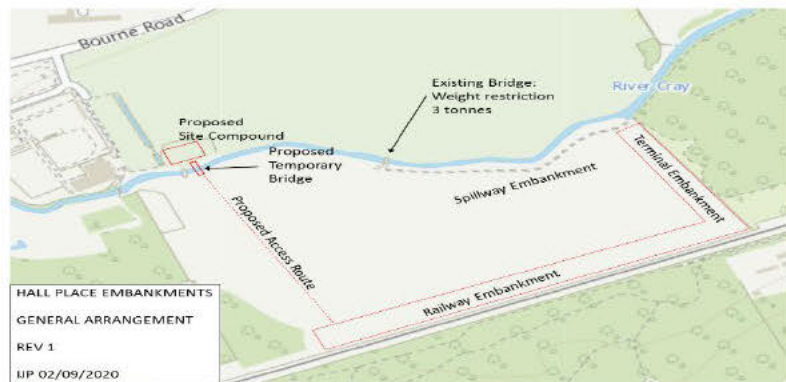
	The <i>Client</i> is
Name	Environment Agency
Address for communications	<b>The Environment Agency</b> <b>Horizon House</b> <b>Deanery Road</b> <b>Bristol</b> <b>BS1 5AH</b>
Address for electronic communications	██████████@environment-agency.gov.uk
The <i>works</i> are	Repairs of Hall Place FSA embankments as a requirement of the last Section 10 report under the Reservoirs Act 1975: - Terminal Embankment: The level of the Terminal embankment crest needs to be made uniform and crest protected by installing a new hoggin crest protection. The Terminal embankment has a length of 190m and the works will include the corner round to the Railway embankment (estimated 10m).
The <i>site</i> is	Hall Place, Bourne Rd, Dartford, Bexley DA5 1PQ  <p>The map shows the Hall Place FSA area, including the Terminal Embankment, Railway embankment, and surrounding features like Hall Place Gardens, Recreation Ground, and the River. A scale bar indicates 0, 145, and 200 meters. A legend identifies symbols for the River, Hall Place FSA, and the Recreation Ground. The map is dated 2020.</p>

Figure 1 – Hall Place FSA



**Figure 2 – Hall Place FSO – General Arrangements**

The <i>starting date</i> is	10/06/2025	
The <i>completion date</i> is	01/10/2025	
The <i>delay damages</i> are	£197.16	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	104	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	5	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		



# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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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	The Contract Price
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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>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers
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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 (including 2023 amendments) and the following additional conditions	
<b>Only enter details here if additional conditions are required.</b>	
Z1.0	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	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 • War, civil war, rebellion revolution, insurrection, military or usurped power



	<ul style="list-style-type: none"> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	<del>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</del>
Z110	<p><del>Inflation</del></p> <p><del>At the Contract Date the total of the Prices does not include a sum to cover inflation.</del></p> <p><del>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</del></p> <p><del>The number of Price Adjustments shall be equal to:</del></p> <p><del>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</del></p> <p><del>The proportion of Price Adjustment shall be equal to:</del></p> <p><del>The total of the Prices at the Contract Date / The number of Price Adjustments</del></p> <p><del>Each time the amount due is assessed, the Price Adjustment shall be:</del></p> <p><del>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 — month rate]</del></p> <p><del>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 — month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</del></p> <p><del>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</del></p> <p><del>The Price Adjustment adjusts the total of the Prices.</del></p> <p><del>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.</del></p>

# Contract Data

## The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Breheny Civil Engineering	
Address for communications	Unit 5, The Courtyard Business Centre, Birling Road, Ryarsh, West Malling, Kent ME19 5AA	
Address for electronic communications	<div></div> <div></div> <div></div>	
The <i>fee</i> percentage is	<div></div>	%
The <i>people</i> rates are	As per Framework rate	
category of person	unit	rate
As per Framework rate		
The <i>published list of Equipment</i> is		

The <i>percentage for adjustment for Equipment</i> is	As per Framework rate



# 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 £149 431.46

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Managing Quantity Surveyor - Southern Region

Signature

Date 16/06/2025

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

Signed on behalf of the *Client*

Name

Position

Senior Officer

Signature

Date	17/06/2025

# Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

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.

Item Number	Description	Unit	Quantity	Rate	Price
1	Site Mobilisation (not including track mats)	sum	1		
2	Strip Topsoil	sum	1		
3	Excavation and benching of pathway, with existing kerbs remaining in situ	sum	1		
4	Install UPVCs Drainage Pipe	sum	1		
5	Install Wooden Edging	sum	1		
6	Install Geo Grid	sum	1		
7	Install Type 1	sum	1		
8	Install Hoggin Gravel	sum	1		
9	Supply and Lay Topsoil Finish	sum	1		
10	Demobilisation inc H&S file and AS-Builts	sum	1		
The total of the Prices				149 431.46	
	Track Mats – install and provide	sum			

The method and rules used to compile the Price List are

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

# Scope

## 1. Description of the *works*

### 1.1 Project background

1.1.1 The Hall Place embankments are the main elements of the Hall Place Reservoir and the site is located on the right bank of the Cray River, and it is a public recreation area, owned by Bexley Council.

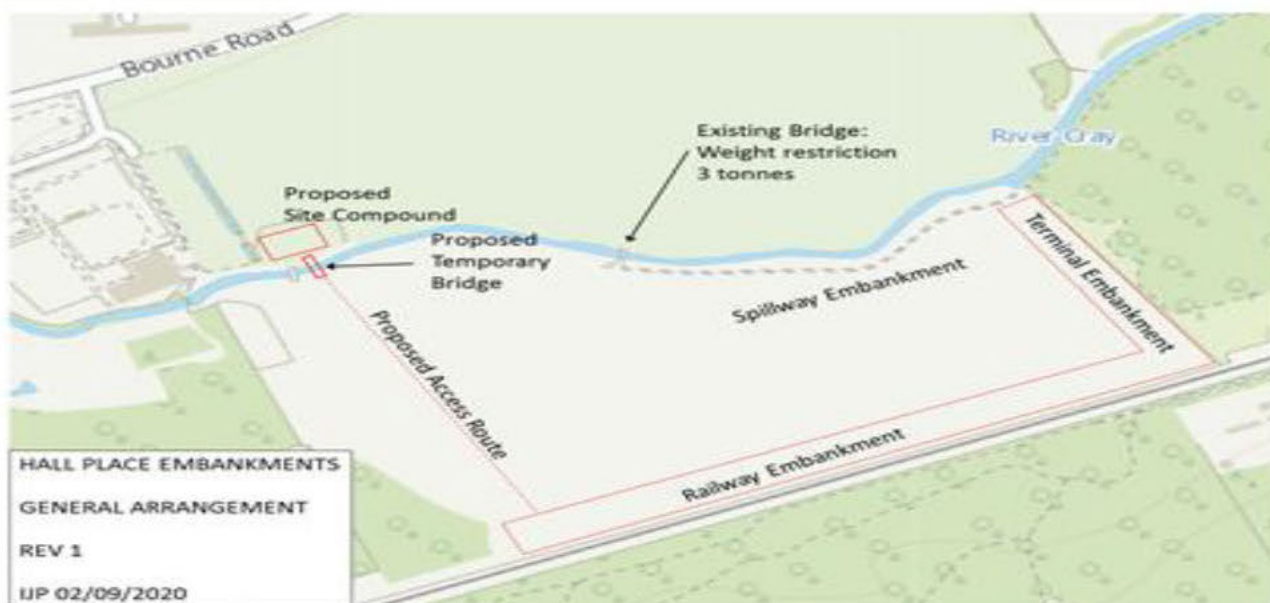
The embankments form part of a reservoir subject to the Reservoirs Act 1975 that is liable to fill during periods of sustained heavy rainfall.

A first stage of the works was commissioned in 2022 on the FCRM Operational Framework (FOF) consisting of installing of a kerb to the embankment's crest, topsoiling and grass seeding.

The outcome for the works was:

- The terminal embankment (190 m long) crest is to be made uniform and reinstated to its design level; the railway embankment crest (620 m long) is to be reinforced with grass cover to be reinstated; at the auxiliary spillway embankment the grass cover to be reinstated on the crest. The project work was the result of the Inspecting Engineer 2018.
- The terminal embankment crest is to be topped up so that the entire embankment crest is above the design level of 9.14m AOD - the measure is a maintenance enforceable measure.





**Figure 1 – Hall Place embankment layout and general arrangement**



**Figure 2 – Hall Place aerial view from 2022 of the site showing the temporary bridge and site compound at the top left and work being conducted on site to the embankments showing plant and aggregate on site.**

The grass cover was impossible to be maintained on all embankments due to continued public access. Whilst grass cover established on the railway embankment, except for the terminal/railway corner, the terminal embankment grass cover has not established.





**Figure 3** – View from railway embankment/terminal embankment corner looking northwest along the terminal embankment (left) and the corner between the terminal and railway embankment looking southeast towards the railway (right) at March 2025.

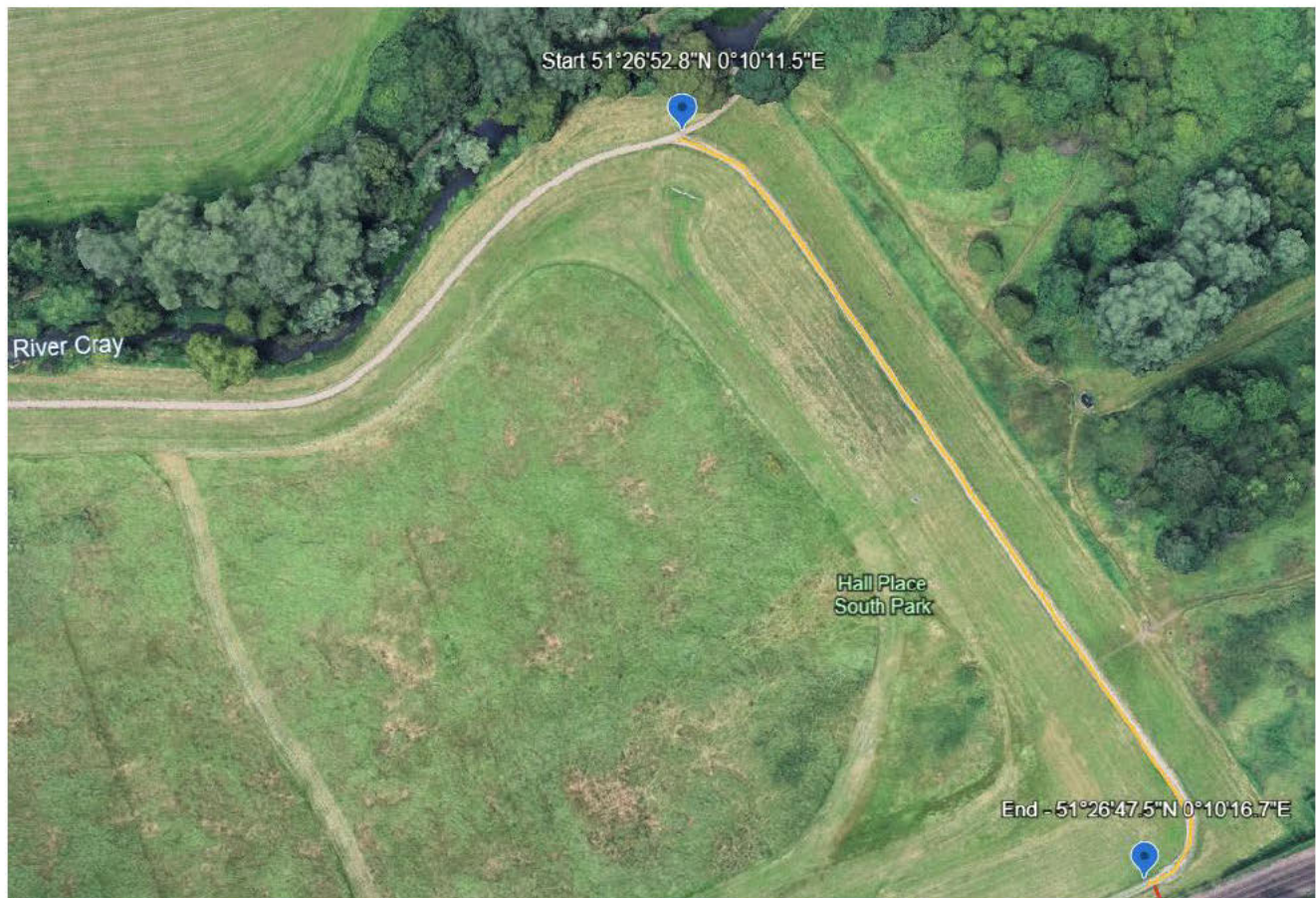
The decision to install crest protection to prevent overtopping to the crest of the terminal embankment was taken by the Supervising Engineer. However, since the FOF framework came to an end, this was not awarded on the existing contract.

1.1.2 This contract and scope between the *Contractor* and *Client* will be conducted through Lot 1 of the Asset Operation, Maintenance and Response (AOMR) Framework following engagement with the *Contractor* where the hoggin crest protection position was agreed. This is from position 51°26'52.8"N 0°10'11.5"E (start) to 51°26'47"N 0°10'16.7"E. (end) shown in figure 4 – along the Terminal embankment and round the corner to the Railway embankment.

## 1.2 Description of the works

1.2.1 The *Contractor* shall undertake proportional surveys and the necessary inspections to ensure that all works described in clause 1.2.2 are sufficient to achieve the project objectives. Any deficiencies identified through these surveys must be promptly addressed by the *Contractor* to ensure the project objective is met.





**Figure 4** – Hall Place aerial view photograph showing start and end positions of the crest protection required to the terminal embankment and corner with railway embankment where the ‘start’ is at 51°26'52.8"N 0°10'11.5"E to ‘end’ at 51°26'47.5"N 0°10'16.7"E.

#### 1.2.2 The works are:

- Secure the functionality of Hall Place reservoir in the designed parameters and to reinstate the designed protection of the embankment.
- Design and construct crest protection to the terminal embankment to include an estimated 24m of the corner junction of the terminal/railway embankments (shown in figure 4). The estimate of the total length of the hoggin path is 205m (see figure 5).
- Ensure a uniform finish to the embankments:

##### Terminal Embankment

Finished hoggin path crest level to be 9.20mAOD

Finished level tolerances shall be -0mm +100mm

A reduction in crest width from 3m shall be accepted

##### Railway Embankment

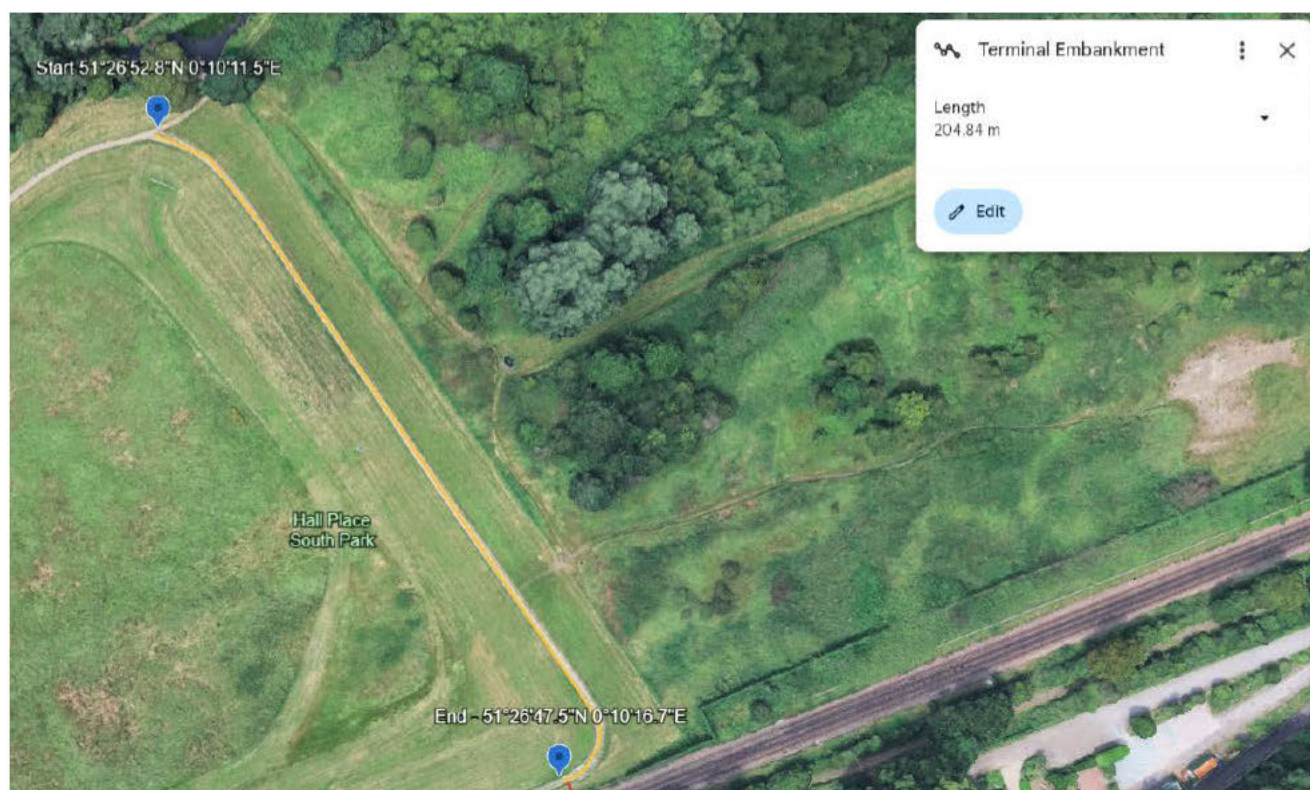
Finished hoggin path crest level to be 9.40mAOD

Finished level tolerances shall be -0mm +100mm



A reduction in crest width from 3.5m shall be accepted.

The difference in height between the terminal and railway embankments to be evenly distributed across the corner from 9.40mAOD to 9.20mAOD.



**Figure 5** – Hall Place aerial view photograph showing estimated length (205m) of crest protection required from the 'start' at 51°26'52"N 0°10'11.5"E to 'end' at 51°26'47"N 0°10'16.7"E.

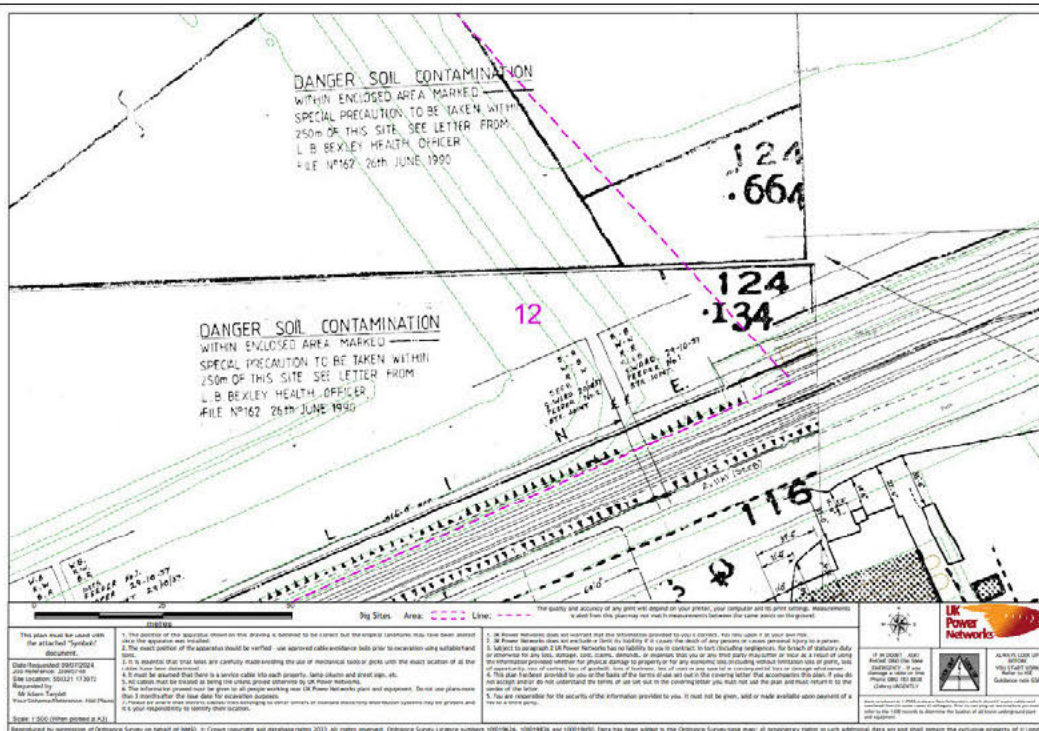
### 1.3 Contractor's Design

1.3.1 The *Contractor* shall produce a design, appraised by the *Client*, and accepted by the *Client* that consists of the following items:

1.3.1.a. Site investigations: The *Contractor* shall design, procure, and supervise all investigations required to complete the works this is to include but not limited to:

- Satisfy themselves that the soil is not contaminated. The consultant used should be a "competent person" (under the definition within the LCRM Guidance) and provide a suitable risk assessment for the proposed works, which includes risks to the environment (e.g. groundwater, surface water and human health).
- There is a potential risk that the soil is contaminated as per 'ENVRY00056C-EA-DE-AE-DR-HS-A0901\_1-S2-1-A0901-EA3-LOD3-UKPN Drawing showing contamination at Hall Place July 2024'. Additional information about the reservoir construction and composition materials is available in S10 Hall Place FSA Report FINAL Dec 2018.pdf. If the soil is contaminated, any additional cost for disposal will be subject to a compensation event..





**Figure X – UK Power Networks document showing corner of embankments with soil contamination stamp (UKPN\_33995748.pdf uploaded as 'ENVRY00056C-EA-DE-AE-DR-HS-A0901\_1-S2-1-A0901-EA3-LOD3-UKPN Drawing showing contamination at Hall Place July 2024' to ASite)**

#### 1.3.1.b. Detailed Design: The *Contractor* shall:

- Use the existing design in A121074-TGEE-ZZ-XX-DR-C-0003-C01-FOR CONSTRUCTION.pdf
- Upon award, the *Contractor* will satisfy himself with all the dimensions for all works and submit for the *Client's* approval.
- Develop a detailed design for the extent (start and end position) for approval from *Client*, appointed Principal Designer, the Environment Agency's Fisheries, Biodiversity and Geomorphology (FBG) team.
- Ensure the Design Pack includes a Design Statement that explains the design philosophy and any assumptions including buildability, operability and maintainability.
- The *Contractor* shall submit a buildability report, as per the SHEW CoP Appendix F Buildability Statement Guidance
- Ensure all works are compliant with the Reservoirs Act 1975
- Be responsible for the design of the works, including the preparation of Operation & Maintenance documents, compliance with the *Client's* pre-construction management tool (PCMT) and Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP)
- Be responsible for carrying out an initial environmental survey and consult with available screenings by the *Client's* NEAS team.
- Satisfy themselves and confirm to the *Client* that the execution of the existing Flood Risk Activity Permit (FRAP) covers the period of the works. If required, the *Contractor* shall produce all construction documentation to support a FRAP extension.
- Undertake photographic surveys of working areas and access routes and photographs and video footage both prior to commencement and after completion for comparative purposes.
- The *Contractor* shall produce and adhere to an Environmental Action Plan (EAP). The *Client's* NEAS



team must be consulted on the EAP once produced.

- Produce a Pollution Prevention Emergency Plan and submit to the *Client* for acceptance. The Pollution Prevention Emergency Plan shall be retained at the site compound and can be viewed by the *Contractor*.
- Provide an Ecological Clerk of Works on site.
- Install security fencing and environmental protection around compound area. Environmental protection measures to be advised by ECoW and the *Client's* NEAS to be consulted.
- Produce and Construction Phase Plan in line with the CDM regulations. Additional documentation may be requested from stakeholders, and these will be delivered under a compensation event.
- Produce a detailed design that supports the *Client* to achieve efficiency targets set for this commission and future stages of the project using the Combined Efficiency Reporting Tool (CERT).
- Produce a BIM Execution Plan (BEP) and agree a Master Information Delivery Plan (MIDP) within 6 weeks of contract award.

Upload all version produced files in the agreed BIM naming convention with status 'for publishing' and ensure these are 'linked' to the Asite Information Delivery Plan (IDP).

- Using the existing detailed design, sufficient to construct the works, the documentation and activities that the *Contractor* undertakes, and produces/and/or updates are listed below:
  - Building Information Modelling (BIM)
  - Photographic surveys
  - Designer's Risk Assessment.
  - Red & Green list.
  - Specification.
  - Design Statement that explains the design philosophy standard data used and any assumptions including Buildability, Operability & Maintainability Statement.
  - Confirmation of detail design drawings
  - Construction Phase Plan (CPP)
  - Environmental Action Plan (EAP)
  - Carbon Calculator to be updated and returned upon completion of the design works. The *Contractor* must aim to reduce the amount of Carbon produced through their recommendations to help the Environment Agency meet its aim of zero net carbon by 2030.
  - Project Management.
  - Construction of asset repair including any: mobilisation, setup site and compound, welfare, site access, temporary works, material disposal, access reinstatement, demobilisation.
  - Traffic Management Plan and Footpath/ PRoW closure application including any fee.
  - Health and Safety File including As-built drawings.
  - Inspection and test plan.

Ensure all deliverables are produced to comply with relevant British Standards and Eurocodes.

#### **1.4 Accommodation**

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

#### **1.5 Access**

##### **1.5.1 Condition of Site**

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.

### 1.5.2 Access Description

Site access is via a public car park. From A223, Bourne Road to Hall Place Gardens Car Park, Hall Place Sport Pavilion, following the left side gate to the Football Grounds. The contractor is advised to liaise with the parking company for exemptions from fees if applicable to the car park.

The temporary compound to be established for approval from Bexley Council.

The *Contractor* shall:

- Conduct a survey of access routes where heavy plant is likely to be required to operate over possible service routes. This is to be carried out prior to works commencing on site in accordance with the SHEW Code of Practice.
- Obtain a license from Bexley Council for the works to include but not limited to the compound location, traffic management plan and any changes to access for the public.
- Consult with SGN regarding the gas pipe that runs within the reservoir boundary.
- Contact the Railway to discuss the location of the works to discuss the existing Basic Asset Protection Agreement (BAPA) and secure a variation to carry out the necessary works. The variation cost will be subject to a compensation event.
- Install access route track matting or other ground protection if required.
- Provide any access requirements such as a trackway/access bridge to and from the site location. This will include any liaison with the landowner(s) to apply any mitigation measures that may be required to ensure no damage is caused by the works activities. It is assumed the existing bridge can be used to transport material/plant to enable work timescales to be reduced. If it is later confirmed that the bridge is unsuitable, this will be subject to a compensation event.
- Propose a *Site Compound Area*, an access route and Traffic management Plan to consider fenced temporary traffic tracks to separate the pedestrian traffic from the vehicles. This must be accepted by the *Client* and Bexley Council prior to works commencing on site.
- Provide any site demarcations and the closure of the PRow as required. The public have 24 hour access to the site, therefore the *Contractor* must secure the site and erect information/warning signage.
- The *Contractor* must act as an ambassador for the Environment Agency and maintain good relations with local members of the public who may be walking along the site boundary.

### 1.5.3 Flood Protection

The *Contractor* shall propose mitigation measures to maintain the *Site's* Standard of Protection in a situation where a Flood Event occurs during construction work. When a Flood Event is likely to occur, the *Contractor* shall receive notice and direction from the *Client*.

### 1.5.4 Use of Site

- The site is a flood storage reservoir which is also used by the public recreationally for sports and walking.
- Dogs may be off lead on this site.
- There are sports posts on the site within the reservoir boundary line.
- There may be parakeets, lizards, moles, geese and ducks on site.

### 1.5.5 Surrounding land / building use

- The reservoir is situated between the River Cray and a railway line.
- Hall Place and Gardens is to the west of the reservoir and an area of trees and shrubs with pathways

walked by the public is to the east.

- It is assumed that work is not to be conducted less than 4m of the River Cray.

#### **1.5.6 Health and safety hazards**

The following hazards may be present:

- Dogs off lead on site
- Working near a watercourse
- Flooding
- Site in public realm – public interface
- Trainline within 5m of part of the site
- There may be contamination on site

The accuracy and sufficiency of this information is not guaranteed.

The *Contractor* shall ascertain if any additional information is required to ensure the safety of all persons and the works.

The *Contractor* shall ensure any fuels and substances used on site must be kept to a minimum and stored so that there is no possibility of potential contamination of the site or waterways through accidental spillage or vandalism.

#### **1.6 Sharing 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.

- 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 Works**

1.7.1 The *Client's* delegate and the *Contractor* shall utilise the *Client's* Fastdraft tool that has been developed for contract administration purposes.

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

- Project start meeting.
- Weekly progress meetings from the starting date. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.
- Monthly commercial meetings from the starting date. 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.
- Design workshop, Risk workshop, and a premobilisation meeting. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.

1.7.3 The *Contractor* shall produce a progress report and submit this with their updated programme before the 10th of each month. 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.

1.7.4 The *Contractor* shall:

- Independently obtain and include all costs associated with any environmental permits, licences and approvals required the site investigation works.
- Issue all construction documentation including CPP, RAMS, permitting, works programme for site investigation works.
- Implement a Safe System of Work.
- Include any temporary works required to undertake the *Contractor's* method of working as deemed necessary to meet the work scope.
- Provide supervision of activities including any Sub-Contractor works.
- Place signage boards at site locations a required.
- Implement any site security measures as required.
- Produce a Site Waste Management Plan (SWMP) prior to work starting on site. The *Contractor* is to allow for the cost associated with waste and this must be disposed of offsite in accordance with the (SWMP) and in accordance with the current Waste Management Regulations.
- Not store materials, aggregates or machinery on any part of the embankments.
- Assume labour resource is required on a 5 day working week Monday to Friday, 7.30am to 6pm.
- Maintain the Site in a clean, safe and tidy condition, clear of debris. Welfare facilities shall be regularly cleaned, and rubbish removed from the Site. Materials, Plant and Equipment are positioned, stored and stacked in a safe and orderly manner.

1.7.5 The *Client* shall delegate the duties of administering this contract to an appointed *Client's* delegate and on-site quality assurance to an appointed Supervisor (who shall also carry out Environmental Clerk duties as well). The delegated roles shall support the management of works. The *Client's* Project Manager shall issue a delegation letter to all parties. The delegation letter shall contain clauses delegated to the delegate roles.

The *Client's* Delegate and the *Contractor* shall utilise the *Client's* ECSC standard commercial and contract forms that have been developed for contract administration purposes. The *Client's* Delegate shall provide the forms to the *Contractor* as required.

The *Client* has delegated *Client* authority, duties, and actions associated with the following clauses of the NEC4 ECSC to the *Client's* Delegate:

- 10 Actions; all clauses
- 13 Communications: all clauses
- 14 The *Client's* authority and delegation: Cl. 14.1, 14.2, 14.3, 14.4 only
- 15 Early warning: all clauses and requirements identified in the Contract Data section within this document.
- 20 Providing the Works: all clauses
- 22 Access for the *Client*: all clauses
- 30 Starting and Completion: all clauses
- 31 The Programme: 31.1 and requirements identified in section 7.1 within this document.
- 43 Accepting Defects: all clauses
- 44 Uncorrected Defects: all clauses
- 50 Assessing the amount due: all clauses
- 60 Compensation events: all clauses
- 61 Notifying compensation events: all clauses
- 62 Quotations for compensation events: all clauses
- 63 Assessing compensation events: all clauses
- 70 Objects and materials within the site: all clauses
- Cl. Z1.1 Sub-contracting
- Cl. Z6.3 Design

The *Client* has delegated *Client* authority, duties, and actions associated with the following clauses of the NEC4 ECSC to the Supervisor (who shall also carry out environmental clerk duties):

- 41 Searching for and notifying defects: all clauses
- 42 Correcting defects: all clauses
- 43 Accepting Defects: all clauses
- 44 Uncorrected Defects: all clauses
- Cl. Z6.3 Design

For the avoidance of doubt, the *Client* does not delegate any authority, duties, or actions related to any clause within the following sections of the *Client's* NEC4 ECSC to the *Client's* Delegate or the Supervisor and Environmental Clerk:

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- Section 8: Liabilities and Insurance
- Section 9: Termination and resolving disputes

The *Contractor* shall notify the *Client's* Delegate of any issues that may affect residents or the public and the dates and times of expected disturbances.

## 1.8 Weather Measurements

1.8.1 The nearest weather station is St James Park Location: 51.504, -0.129. The *Contractor* is to sign up to EA flood alerts and have contacts of the Flood Warning Duty Officer.



1.8.2 The *Contractor* shall monitor the weather conditions from reliable sources and react accordingly.

18.8.3 The *Contractor* shall assume activities will be suspected during rainfall to prevent damage to the embankments.

## **1.9 Quality Management**

1.9.1 Until the defects date, the *Client* shall instruct the *Contractor* to search for a defect.

1.9.2 The *Client* shall notify a defect to the *Contractor* at any time before the defects date.

1.9.3 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.9.4 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.9.5 The *Client* shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:

- The end of the last defect correction period and
- The date when all notified defects have been corrected.

1.9.6 The *Contractor* and the *Client* may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the *Contractor* and the *Client* are prepared to consider the change, the *Contractor* shall submit a quotation for reduced Prices or an earlier completion date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.7 If the *Contractor* has not corrected a notified defect within its defect correction period, the *Client* shall assess the cost of having the defect corrected by other people and the *Contractor* shall pay this amount.

## **1.10 Consents and permits**

### **1.10.1 Requirements for works to commence**

The *Contractor* shall obtain necessary consents, licences and approvals prior to commencement on site and to complete the scope of works, including but not limited to:

- Flood Risk Activity Permit (FRAP) and/or MMO
- Habitats Regulation Assessment (HRA) Stage 1. Any additional surveys or HRA Stage 2 required will be treated as a compensation event.
- Utility company approvals
- Planning permission or licenses from local authority as required
- Public Right of Way closure.
- Ordinary Watercourse Consent
- Natural England permits required for priority habitat, protected birds / nested birds.
- Permits from LNR and national parks.

### **1.10.4 Local Authority Licences and Planning Permissions**

The *Contractor* shall prepare and submit the following at least 14 days prior to commencement on site for review by the *Client* and acceptance by the Local Authority:

- Proposed location of the site compound, access routes, temporary structures, temporary access including but not limited to bridges and changes to public access.
- Detailed Construction Phase Plan (CPP) and RAMS in accordance with the SHEW Code of Practice and any other information critical.



#### **1.10.5 Service Searches and Utility Companies**

The *Contractor* shall consult with any utility provider regarding the services within the reservoir boundary to notify of the works and any impacts to consider, including but not limited to the gas company that owns the pipe. The *Contractor* shall ensure service searches are performed every 6 months, and the drawings are reviewed with any changes notified to the *Client*.

#### **1.10.6 Other**

The *Contractor* shall:

- Accept any risk surrounding likely damage caused by their method of working for all works.
- Include any temporary works required to undertake the *Contractor's* method of working.
- Provide all site services required for their works and preliminary activities and close supervision including welfare, site accommodation etc.
- The *Client* shall obtain initial service searches to update the PCI provided at the contract start date. Any subsequent refresh of services searches will be the responsibility of the *Contractor* to request and review as per clause 1.10.4.

#### **1.11 Health and Safety**

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 Principal *Contractor* duties under the CDM Regulations 2015 shall be undertaken by the *Contractor*.

1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the works and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the period of reply to respond to the RAMS.

1.11.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP)

1.11.6 The Designer duties under the CDM Regulations 2015 shall be undertaken by the *Contractor* for all the elements designed by the *Contractor*.

1.11.7 The *Contractor* must ensure that all designers engaged by the *Contractor* fully co-operate with the Principal Designer to enable compliance with the Principal Designer's statutory duties.

1.11.8 The *Client* has provided CDM Pre-Construction Information (PCI) in the Site Information.

1.11.9 The *Contractor* is to prepare a full Construction Phase Plan (CPP) to be issued and signed off by the *Client* prior to the commencement of any construction works, including Investigation works. This shall be presented to the *Client* no less than 14 days prior to when the *Contractor* intends to start work. This is to allow the *Client* to review the document, consult landowners on the proposed works methodology and obtain review and sign-off from the CDM Advisor.

1.11.10 The *Contractor* submits to the *Client* and Principal Designer an electronic copy of the health and safety file compliant with the CDM Regulations. If the *Contractor* does not submit this information the *Client* may not award Completion.

1.11.11 Procedures and policies as outlined in the Environment Agency 'Safety, Health, Environment, and Wellbeing (SHEW)' code of practice. Constructing a better environment' document shall be applied throughout the Contract. The *Contractor* shall familiarise himself with this document.



1.11.12 The *Contractor* shall prepare a Public Safety Risk Assessments (PSRAs) where required with support from the Principal Designer. The design for each project must be accepted by the *Client*, including the Environment Agency's PSRA assessor where required, and provide time allowed in the programme for review.

1.11.13 The *Contract* shall satisfy themselves that the soil is not contaminated (as per 1.3.1)

## **1.12 Procurement**

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 subcontractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful subcontractor.

## **1.13 Completion**

1.13.1 Prior to Completion, the *Contractor* shall arrange a joint inspection with the *Client*. The initial inspection shall take place a minimum of one week in advance of the Completion. Completion is achieved and certified only when the works have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The *Client* is responsible for making their initial judgement following the joint inspection.

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

- all construction work must be fully complete, and all construction plant, and machinery must have been 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.

1.13.3 The following are absolute requirements for Completion to be certified.

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
- CAD and PDF copies of As-built drawings.
- A digital copy of Health and Safety File including Buildability, Operability & Maintainability Statement.
- The *Contractor* shall provide an updated Final Carbon Calculator and Carbon Appendix in line with Gateway 3 and Gateway 4 requirements.
- All deliverables and products show evidence of a quality control system.
- All deliverables shall satisfy the relevant latest necessary guidance, EA Minimum Technical Requirements and legislative requirements to meet the scope requirements, unless otherwise agreed with the *Client* in advance of submission.

1.13.4 The *Contractor* shall support the *Client* to complete the DMAT tool.

1.13.5 The *Contractor* shall be responsible for uploading any produced final version documentation to the project Information Delivery Plan (IDP) on the Asite system.



#### 1.14 Accounts and records

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

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

- [apinvoices-env-u@gov.sscl.com](mailto:apinvoices-env-u@gov.sscl.com) and
- [ea\\_invoices-pa@environment-agency.gov.uk](mailto:ea_invoices-pa@environment-agency.gov.uk)

#### 1.15 Deliverables

The *Contractor* shall ensure the following deliverables are uploaded to Asite as published to be considered delivered:

- Master Information Delivery Plan (MIDP)
- Photographic surveys
- Environmental surveys
- Ecological walkover report
- Contamination report
- FRAP
- Habitats Regulation Assessment (HRA) Stage 1
- Environmental Action Plan (EAP).
- BAPA
- Planning permission
- Pollution Prevention Emergency Plan
- Construction Phase Plan (CPP)
- RAMS
- Public Safety Risk Assessments (PSRAs)
- Site Waste Management Plan (SWMP).
- Updated Detailed Design
- Buildability Report
- Design Statement
- As built drawings
- Health and Safety File
- DMAT
- Carbon Calculator and Appendix

#### 10.16 Other

The *Contractor* will ensure that a good level of communication is maintained with the project team as well as members of the public, so that the *Contractor's* activities are mutually understood whilst carrying out the works. However, formal public relations shall be managed by the *Client*. The *Contractor* shall notify the *Client* of all press and media enquiries.

The *Contractor* shall notify the *Client* of any issues that may affect nearby stakeholders, such as Network Rail, or the public, and the dates and times of expected disturbances.

The *Contractor* (or any *Sub-Contractors* or *Suppliers* employed under the *Contractor*) shall not publicise information about the works without written acceptance of the *Client*.



The *Contractor* (or any *Sub-Contractors* or *Suppliers* employed under the *Contractor*) shall not use the works to demonstrate equipment or materials to third parties without written acceptance from the *Client*.

The *Contractor* shall notify the *Client* of any meetings requested by third parties so that the *Client* has the option to attend or send a representative. The *Contractor* shall record all meetings and agreements with third parties and shall notify the *Client* of all details.

All temporary works and access arrangements around them will be sole responsibility of the *Contractor* and should be priced in the tender submission.

The *Contractor* shall not undertake or allow billposting or advertising of any kind in connection with the works without the written consent of the *Client*.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
A121074-TGEE-ZZ-XX-DR-C-0003-C01-FOR CONSTRUCTION	C01	Terminal Embankment Details – for construction

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual – New CIRIA guidance	12/2019	yes

ENVRY00056C – Hall Place Embankment Repairs Specification	V1	No
Appendix A2 to the Framework Deed of Agreement Section 6 – Lot 2 Specification	V1 September 2017	No
FCRM Asset Maintenance Standards	2013	Yes
Specification for Highway Works	V1 December 2020	Yes
Environment Agency Code of Practices for working near water		No
Health and Safety at Work Act	1974	
Provision and Use of Work Equipment Regulations	1992	
Construction Design and Management Regulations	1992	
Construction (Health Safety and Welfare) Regulations	1996	
Civil Engineering Specification for the Water Industry	7 <sup>th</sup> Edition 2011	Yes
Minimum Technical Requirements <a href="#">LIT 13258 – Minimum Technical Requirements.docx</a>	21/05/2025	

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to *Client's* Project Manager. 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 *Client's* Project Manager.

### 4.3 Protection against Damage.

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on site are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

4.3.2 The *Contractor* shall check for flood events and is required to stop work if rainfall is encountered.

4.3.3 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.3.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

4.3.5 In order to assess the extent of work, the *Contractor* shall visit each site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.



4.3.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

4.3.7 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing his quotation.

4.3.8 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor's* Programme, proposed access routes and method statements. Compensation claims incurred due to the *Contractor's* failure to comply with its Programme, access routes and/or method statements will be passed on to the *Contractor*.

4.3.9 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

4.3.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access shall be reported directly to the *Client*.

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

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

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

4.3.14 Seven (7) working days' notice must be given to the *Client* in advance of completion of the works.

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

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

4.3.17 The *Client* 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 carried out by a competent employee of the *Contractor*.

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

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

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

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

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

4.3.23 The site shall only be used for the works intended.

4.3.24 The *Contractor* shall manage the use of any Hazardous Materials.

4.3.25 *Contractor* interfaces with the Works and existing items on the site: Work areas will need to be defined by the *Contractor* within the site prior to works commencing.

4.3.26 *Contractor* interfaces with the Works and occupied premises and users affected by the works: Access to site will still be needed by the operations team during the Works.



4.3.27 The *Contractor* shall keep to a minimum any fuels and substances used on site and stored so that there is no possibility of potential contamination of the site or waterways through accidental spillage or vandalism.

4.3.28 The *Contractor* shall produce a Lifting Plan by a competent person and submit to the *Client* for approval prior to any lifting activities taking place.

4.3.29 The *Contractor* is responsible for the security of the Works at the site and is the interface between any visitors and the site operation.

4.3.30 The *Contractor* is responsible for traffic management including access routes.

4.3.31 Site is adjacent to residential properties, so consideration needs to be given to minimise noise impact.

#### **4.4 Choice of Equipment**

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

4.4.2 The *Contractor* ensures that all plant is maintained.

4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.

4.4.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.4.5 The existing bridge on site has a weight limit restriction.

4.4.5 All plant shall use the appropriate access routes within the Traffic Management Plan (TMP).

#### **4.5 Permits**

4.5.1 Works will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency where required or extend an existing permit.

4.5.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. The *Client* has, where possible, started the application process which will need to be transferred to the *Contractor* and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

#### **4.6 Site Restrictions**

4.6.1 The River Cray, a fluvial river, is located at the work site. Due regard shall be given by the *Contractor* to the tidal cycle. The *Contractor* to register with the EA flood warning service and regularly monitor tide levels.

#### **4.7 Environment and Heritage**

4.7.1 All activities will be planned in accordance with Environment Agency's National Environment Assessment Service (NEAS) and their recommendations.

4.7.2 Comply with legislation regarding the protection of biodiversity.

4.7.3 Notify the relevant enforcing authority and take steps to prevent the damage if your activities pose an imminent threat to the environment and habitat. If your activities cause actual environmental damage, you must take remedial action to repair the damage.

4.7.4 Site Specific Environmental and Heritage Issues:

- Site is near Hall Place and Gardens.
- The site may be contaminated.
- It is believed the site has been used in the past as a corn mill and silk printing/flag printing factory.
- Demolition may have occurred on the site in 1925.
- The habitat and features in this area are likely to support birds during nesting and

overwintering. This includes parakeets.

- The habitat and features in this area are likely to support fish, ducks and geese.
- There are grade I listed buildings adjacent to this site however it is unlikely these will be impacted by the proposed works.

## 4.7 Access

### 4.7.1 Working times

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*.

### 4.7.2 Public Access

The *Contractor* shall consider:

- Twenty-four (24) hour public access to the site
- There may be dogs off lead on site
- The public may use crest protection on the embankments as a footpath
- It is believed the public have attempted to bypass fencing restrictions previously

## 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 the first programme with the *Contractor's Offer*.

The *Contractor* submits a revised programme for acceptance by the 10<sup>th</sup> of every month.

The *Contractor* shows on each programme submitted for acceptance (every month)

- the *starting date* and Completion Date,
- planned Completion
- the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works, • the order and timing of the work of the *Client* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Scope,
- the dates when the *Contractor* plans to complete other work needed to allow the *Client* and others to do their work,
- provisions for float, time risk allowances, health and safety requirements and the procedures set out in the contract,



- the dates when, to Provide the Works in accordance with the programme, acceptances, Plant and Materials and other things to be provided by the *Client* and information from others,
- for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which will be used
- other information which the Scope requires the *Contractor* to show on a programme submitted for acceptance. A programme issued for acceptance is in the form stated in the Scope.

Within two 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 show the information which the contract requires, it does not represent the *Contractor's* plans realistically or
- it does not comply with the Scope. 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 week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

The *Contractor* shows 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* proposes to make to the accepted programme

The *Contractor* submits 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 the interval stated in the Contract Data from the *starting date* until Completion of the whole of the *works*

## 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
Utilities July 2024	Provided
Utilities April 2025	Provided

## Site Information

The Pre-Construction Information (PCI) for the site contains relevant site information.

*Contractors* should be aware that this includes information relating to areas within Environment Agency ownership that are excluded from *Contractor* access. Further, the PCI also contains information on suggested areas where the *Contractor* may provide a site compound. It should be noted that any such suggestions do not constitute scope or represent an instruction. The PCI also contains information on available welfare, however, if this is not sufficient or not required then the *Contractor* should provide their own.

Information on river levels for all sites is contained within the Site Information Document; *ENVR00056C - Hall Place Embankment Repairs Site Information Pack*.

## 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:	