

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework
Lot 3 Vegetation Management, Landscape and Habitat Creation

A contract between	The Environment Agency Rivers House East Quay Bridgwater TA6 4YS
And	Glendale Managed Services Ltd
For	PSRA Wessex Fencing Works Contract
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

The *Client's* Contract Data

The <i>Client</i> is	Environment Agency	
Address for communications	The Environment Agency, Rivers House, East Quay, Bridgwater, TA6 4YS	
Address for electronic communications		
	The <i>Contract Administrator</i> is	
Name		
Address for communications	The Environment Agency, Rivers House, East Quay, Bridgwater, TA6 4YS	
Address for electronic communications		
The <i>works</i> are	PSRA fencing repair <i>works</i>	
The <i>site</i> is	Various <i>sites</i> across Wessex (See 'PSRA_Fencing Works_Site Details Revision B' Spreadsheet Document)	
The <i>starting date</i> is	10/02/2025	
The <i>completion date</i> is	31/03/2025	
The <i>delay damages</i> are	£0	Per day
The <i>period</i> for reply is	2	weeks
The <i>period</i> between <i>completion</i> of the <i>works</i> and the <i>defects date</i> is	4 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	Nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is:		

In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Landscape Institute to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	1.2x the replacement cost	The <i>Client's</i> certificate of <i>Completion</i> has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x 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 <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 <i>Works</i>	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 <i>works</i> similar to the <i>works</i>	Minimum £2,000,000 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 Landscape Institute
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The <i>tribunal</i> is	Litigation in the courts
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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 <i>Works</i> . 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> will publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4	Correctness of Site Information
Z4.1	<i>Site</i> 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 <i>Site</i> Information they rely on for the purpose of Providing the <i>Works</i> .
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> will 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 <i>Completion</i> 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 <i>Site</i> Information particular to an individual project is contained within its <i>Site-Specific Pack</i> .
Z13	<i>Contract Administrator</i>
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 <i>Works</i> • 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	<i>Inflation</i>
Z14.1	<p>At the Contract Date the total of the Prices includes sums to cover inflation until <i>Completion</i>.</p> <p>On each anniversary of the <i>starting date</i> from certified <i>Completion</i> 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 *Contractor* completes this section.

	The <i>Contractor</i> is	
Name	Glendale Managed Services Ltd	
Address for communications	Suite 3 Sheers Barton Barns Lawhitton Launceston , PL15 9NJ	
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are		
category of person	Unit	rate
Contract Manager	1	
Site Manager	1	
Site Operative	1	
Admin	1	
H&S Manager	1	
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

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.	Form of Contract:	
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	£91683.80
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
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Position	
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Signature	
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Date	10/02/25
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The *Client* accepts the *Contractor's* Offer to Provide the *Works*

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

Name	
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Position	
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Signature	
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Date	10/02/2025
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Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 3 Pricing Workbook. The detailed price breakdown reference is PSRA Fencing- Submission.v3

Ref	Description	Sub total
Q40	Fencing	
T1	Vegetation Strimming	
The total of the Prices		£91,683.80

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

The Environment Agency (EA) owns, manages or operates a large range of assets across the Wessex area. The EA has a legal 'general duty of care' to the members of the public who interact with its assets, as well as a moral duty not to cause them harm. It is not possible to create risk free environments without restricting people's enjoyment of the countryside. However, if there are risks that the public may come to harm, control measures are used to reduce the risks to suitable levels.

The EA manages the risks using processes and procedures termed Public Safety Risk Assessment (PSRA). Part of the PSRA is to maintain records of the control measures and to regularly inspect them. If following an inspection, a control measure is identified as being in poor condition or the environment around the asset has changed, we carry out repairs or replace it. The control measures we use include fencing, which for example is used to restrict access or prevent falls from sudden drops.

1.2 Description of the works

1.2.1 Remedial Fencing (Post and rail/Keeclamp and palisade) to 12 EA assets, (see *site* list spreadsheet 'PSRA_Fencing Works_Site Details Revision B' for individual repairs/signage) is required. Prior to fencing *works* commencing, the *Contractor* is expected to trim all working areas of the *site* of minimum vegetation to enable *completion* of the *works*.

1.2.2 For all *sites* existing signage will be re-mounted post fencing *works*.

1.2.3 The *Contractor shall* maintain the *works* from *Completion* until the *defects date*.

1.2.4 Whilst working onsite the *Contractor* will need to follow the standard biosecurity measures to prevent the risk of spreading any Invasive Non-Native Species (INNS) between *sites*. If any INNS are found or suspected to be present this shall be reported to the Fisheries, Biodiversity & Geomorphology (FBG) team so they can assess and if necessary, take the appropriate steps to control the INNS.

1.2.5 The London Drove *site* is designated for wintering birds and in January/February are considered to be in peak numbers. Due to the sensitive timing of the *works* for the designated feature, an Ecological Clerk of *Works*, suitably qualified in wintering bird mitigation, must be present for the duration of *works* at this *site* and adhere to the Precautionary Method of *Works*.

1.2.6 For any further biosecurity measures, please refer to the guidance sent from Charlotte Laban and Chris Rowland via Jamie Donaghy, emailed to George Taylor on 30th January 2025 regarding a watching brief for the remedial *works*.

1.3 Contractor's design

1.3.1 None required

1.4 Accommodation

1.4.1 The *Contractor* shall provide such accommodation, services and facilities as are 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 must be submitted to the *Client* for record keeping. The *Contractor* shall leave the *site* and accesses to the *site* in as good a condition as prior to first entry.

1.6 Sharing the Site with the Client and Others

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

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*, including advising the *Client* as regards:

- What is being done,
- Who is doing it,
- When it is being done, and for how long,
- Where it is being done,
- How the *Contractor* is intending to co-operate and share the Working Areas.

1.7 Management of the Works

1.7.1 The *Client* and *Contractor* will 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* shall attend the following meetings:

- Project start meeting.
- Weekly progress meetings from the *starting date* to *project end date*. The *Client* will confirm the date and venue of these meetings. The *Client* will chair and record these meetings.
- *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 shall:

- highlight the progress achieved since the last programme submission.
- explain any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explain 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*,
- detail any lost days due to weather,
- summarise the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, and the forecast of the Prices,

- include *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

1.9 Quality Management

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

- CAT working area, identifying all services before breaking ground.
- Refer to *Client* provided constraints and mitigate any residual risks.

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

- Provide scope/extent/any constraints and desktop service drawings.

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

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

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

1.9.6 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 *date of Completion* and when the *defect* is notified.

1.9.7 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.

1.9.8 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.

1.9.9 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, 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*.

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 not applicable to the *works*.

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

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

1.12 Procurement of subcontractors

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

1.12.2 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.

1.12.3 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 *Contractor* shall update the notice on Contracts Finder with details of the successful subcontractor.

1.12.4 *Sub-contractors* shall be selected using best value processes. This requires the *Contractor* to make reasonable attempts to obtain three competitive tenders for all work in excess of £25,000 and undertake a value-based assessment on the submitted assessments. The *Contractor* shall submit this assessment to the *Client* for acceptance.

1.13 Materials from Excavation and demolition

1.13.1 The *Contractor* shall have title to materials from excavation and demolition. The Manor Farm Burton Bradstock Landowner has requested that all rails are left in his yard for recycling. The *Client* has advised that they will be left as they come off with nails etc, in random lengths, which is agreeable with the landowner.

1.14 Completion

1.14.1 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.

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

1. All excavation, earthworks, and topsoiling work must be fully complete, and any construction plant, and machinery must be removed from *site*.
2. All *site* perimeter fencing, temporary *works*, materials storage and waste must be removed from *site*.
3. All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

1.14.3 The following are absolute requirements for *Completion* to be certified. Without these items the *Client* is unable to use the *works*:

- Fence(s) repaired to specified maintenance standards.

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 Following *Completion* and during the establishment maintenance *period*, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*).

1.15.3 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR", together with 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: As required

1.16.2 Location: At specified *sites*

1.16.3 Chairperson N/A

2. Drawings

N/A

Drawing Number	Revision	Title

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 13	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
MEICA Management - Low voltage electrical equipment (LIT 13129)		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Lot 3 – Vegetation Management Specification		
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 6	

Exchange Information Requirements (EIR)	V3	
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4. Constraints on how the *Contractor* Provides the *Works*

4.1

4.1.1 The *Contractor* must complete the *works* by the Completion Date.

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

4.1.3 The *Contractor* shall not commence any work on the *sites* until the *Client* has accepted the Construction Phase Plan Risk Assessments and Method Statements (RAMS) related to this contract. The *Contractor* must allow a minimum of 2 weeks to allow the *Client* to review this information. 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.

4.1.4 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of the *works* areas and any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request. The *Contractor* shall leave the *sites* and access to the *sites* in as good a condition as prior to first entry.

4.1.5 Services plans are to be reviewed by the *Contractor* prior to the commencement of the *works*. The *Contractor* to include potential for unidentified services in the RAMS.

4.1.6 The *Contractor* shall maintain the *works* from *Completion* until the *defects date*.

4.1.7 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*.

4.2

4.2.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to Jamie Donaghy. The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.2.2 All communications from the *Contractor* to the *Client* shall be sent to Jamie Donaghy.

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 must be fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Contract.

4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in *Contractor's* Equipment.

4.3.3 Not used.

4.3.4 Not used.

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* shall 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 *site*, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this *site* or submit a request to the *Client* that they may either postpone work or be permitted to start work at another *site*. If the *Contractor* decides to continue at the original *site*, this will be at his own risk.

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

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

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

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

4.3.17 The *Client* require twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. Any emergency procedures shall be 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* upon request.

4.3.19 No mud or other debris is to be deposited on any tarmac areas outside the *site* access gate. Any such material is 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 may be added to the *works* upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on *Contractor* performance.

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

4.4 Choice of Equipment

4.4.1 The *Contractor* shall choose whether to cut by machine (ride-on Equipment) or by hand (hand tools and non-ride-on Equipment). The primary factors considered when determining the method of cutting shall be:

- the safety of the *Contractor's* operatives and the general public
- protection of the assets. Particular consideration shall be given to the Armaflex, Enkamat and Bodpave area's within the *site*
- protection of natural and human-made features within and surrounding the *site*
- protection (from harm and disturbance) of fauna and flora within and surrounding the *site* area

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

4.4.3 The *Contractor* shall ensure that all plant is properly maintained.

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

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

4.5 Permits

4.5.1 The *works* will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency where required.

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. The need for permits is to be discussed with the *Client's* Project Manager prior to applying for permits.

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 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 accompanying spreadsheet (PSRA_Fencing Works_Site Details Revision B) for information on any relevant *site* restrictions.

4.8

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 subcontractors,
- 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* will notify 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 will be 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* proposes 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*.

From	To	Interval
<i>Starting date</i>	Start of establishment <i>period</i>	1 month

Start of establishment <i>period</i>	End of establishment <i>period</i>	3 months
Start of maintenance	<i>Completion</i>	Annual

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

Item	Date by which it will be provided
Site Information	10/02/25
Hazard Map	10/02/25
Fastdraft Access	10/02/25

7. Site Information

The *site*

All relevant information has been provided with the accompanying spreadsheet (PSRA_Fencing Works_Site Details Revision B).

Existing utilities and services

Drawings: Provided separately

Soils and Ground water

See relevant information via 'site details' spreadsheet as above

Site investigation

See relevant information via 'site details' spreadsheet as above

Site location plans

See relevant information via 'site details' spreadsheet as above

Health and safety file

See relevant information via 'site details' spreadsheet as above

Access to *site*

See relevant information via 'site details' spreadsheet as above

Use of the *site*

See relevant information via 'site details' spreadsheet as above

Surrounding land / building uses

See relevant information via 'site details' spreadsheet as above

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: underground and overhead services, falls from height, working around the public.

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.