



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1	


NEC4 Engineering and Construction Short Contract

AOMR Framework - Lot 1 - South East

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Jackson Civil Engineering Limited
For	Jesson Tidal Basin Pointing Doors Replacement
	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

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is
Name	Environment Agency
Address for communications	Environment Agency, Orchard House, Endeavour Park, West Malling ME19 5SH
Address for electronic communications	
The <i>works</i> are	<p>Initially, for delivery in FY 2025/26:</p> <ul style="list-style-type: none">• Any surveys and site inspections to enable design drawings for a top-hung tidal flap solution to replace existing pointing doors• FRAP application, submission and approval for the works• Provision of all Designer CDM documentation and construction issue detailed design drawings• Provision of supporting documents as per Environment Agency policy e.g. CERT, Carbon Calculator etc. <p>The following may be instructed, at the <i>Client's</i> discretion, as a Compensation Event for delivery in FY 2026/27</p> <ul style="list-style-type: none">• Removal and legal disposal of existing pointing doors• Supply and installation of top-hung flaps to replace existing tidal doors• Provision of all necessary CDM documentation and as-built drawings• Provision of supporting documents as per Environment Agency policy e.g. CERT, Carbon Calculator etc.
The <i>site</i> is	<p>as shown by the red line boundary below:</p>  <p>Location: Jesson sluice, Dymchurch Road, St Marys Bay, Romney Marsh, Kent TN29 0HF Opposite (seaward) Fulmar Court, Kent, TN29 0XL TR0904327294</p>

Contract Data

The <i>starting date</i> is	22/09/2025 – as per tender programme, SXXX-TENDProg-Jesson TD (Ph1)-01, R2	
The <i>completion date</i> is	31/03/26 – as per tender programme, SXXX-TENDProg-Jesson TD (Ph1)-01, R2	
The <i>delay damages</i> are	£257.14	Per day
The <i>period for reply</i> 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	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is:		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <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	0.5%	per complete week of delay.																
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																		
The <i>Client</i> provides this insurance	None																	
Insurance Table <table border="1"> <thead> <tr> <th>Event</th> <th>Cover</th> <th>Cover provided until</th> </tr> </thead> <tbody> <tr> <td>Loss of or damage to the <i>works</i></td> <td>Replacement Cost</td> <td>The <i>Client's</i> certificate of Completion has been issued</td> </tr> <tr> <td>Loss of or damage to Equipment, Plant and Materials</td> <td>Replacement Cost</td> <td rowspan="3">The defects Certificate has been issued</td> </tr> <tr> <td>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</td> <td>Minimum £5,000,000 in respect of every claim without limit to the number of claims</td> </tr> <tr> <td>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</td> <td>The amount required by the applicable law</td> </tr> <tr> <td>Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works</td> <td>Minimum Contract Price in respect of every claim without limit to the number of claims</td> <td>6 years following Completion of the whole of the works or earlier termination</td> </tr> </tbody> </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
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The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers																	
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	
Z1.0	Subcontracting
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 <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them

Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's Contract Data, Scope and Site Information</i> particular to an individual project is contained within its Site Specific Pack
Z110	Inflation At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: <div style="padding-left: 40px;">The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</div> The proportion of Price Adjustment shall be equal to: <div style="padding-left: 40px;">The total of the Prices at the Contract Date / The number of Price Adjustments</div> Each time the amount due is assessed, the Price Adjustment shall be: <div style="padding-left: 40px;">The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1-month rate]</div> 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 provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the total of the Prices. If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Jackson Civil Engineering Limited	
Address for communications	30 Whitehouse Road, Ipswich, Suffolk, IP1 5LT	
Address for electronic communications	<div></div>	
The fee percentage is	<div></div>	%
The people rates are	As per AOMR framework	
category of person	unit	rate
As per AOMR framework		
The published list of Equipment is		As per AOMR framework
The percentage for adjustment for Equipment is		As per AOMR framework

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	£76,214.74 Pounds Sterling (Sevent Six Thousand, Two Hundred and fourteen pounds, and Seventy Four Pence Only)
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 30/09/2025

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 30/09/2025

Price List

Where 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.

Where 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	Description	Unit	Quantity	Rate	Price
A01	Site investigations, surveys and existing document review	Sum			
A02	Provision of all necessary CDM documentation and detailed design pack for construction issue	Sum			
A03	FRAP application, submission and approval	Sum			
A04	Environmental Action Plan	Sum			
A05	Combined Efficiency Report Tool, Carbon Calculator and Appendix and other supporting EA documents	Sum			
A06	BIM Execution Plan and MIDP	Sum			
A07	Other Price List items needed to deliver the Scope: Part 1	Sum			
	(Contractor to specify)	Sum			
The total of the Prices Part A					£76,214.74

The following Items shall apply in the event of the *Client* issuing a chance in Scope under 60.1(1)

B08	Accommodation, site welfare and / or site compound, services and facilities	Sum			
B09	Temporary works including dewatering work area	Sum			
B10	Removal and legal disposal of existing pointing doors	Sum			
B11	Civils modifications to allow installation of new flaps and frames and any other temporary works required for Scope	Sum			
B12	Procurement of new flaps	Sum			
B13	Install the new flap gates and frames	Sum			
B14	Install new handrailing and access steps	Sum			
B15	Install new flap gate winch mechanisms	Sum			
B16	Test flap gates and winch mechanisms	Sum			
B17	Demobilisation	Sum			
B18	BIM Execution Plan and MIDP	Sum			
B19	Provision of all necessary CDM documentation, Health and Safety File including O&M Manuals and as-built drawings.	Sum			
B20	CERT, Carbon Calculator, Carbon Appendix and other supporting EA documents	Sum			
B21	Other Price List items needed to deliver the Scope: Part 2	Sum			
	(Contractor to specify)	Sum			

	The total of the Prices Part B	£296,994.12
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The method and rules used to compile the Price List are		
Civil Engineering Standard Method of Measurement 4 th edition (CESMM4) as per the Framework Price Workbook.		
Note 1: As per FHU374, where a Call-off Contract extends across a subsequent annual review, the Framework Pricing Workbook rates for that Call-off Contract shall remain unchanged (Schedule 6 Clause 4.2.7).		

Scope

1. Description of the works

Project Background

Jesson Pumping Station and tidal basin, located in Romney Marsh, Kent form part of a network of structures designed to drain the low-lying Romney marshes (including Walland Marsh) which are below the current high tide level. The Marsh contains approximately 15,000 properties, two nuclear power stations, two Ministry of Defence (MoD) training ranges and 23,000 Ha of agricultural land with road, rail and utilities infrastructure at risk of flooding in two flood cells.

The pumping station and main river discharge into a tidal basin and then through an outfall pipe to sea. Within the tidal basin are two sets of pointing doors, which provide a secondary line of flood defence from the tide (the first being a flap on the outfall pipe). The pointing doors are currently "below required condition", increasing flood risk upstream and allowing for saline intrusion to a freshwater body. Furthermore, the pumping station is having to operate more to maintain upstream water levels.



Figure 1: Location of Jesson Tidal Basin - TR0904327294 (Google, 2025)

The overall objective of this project is to replace the tidal doors with top hung composite flap gates, to be designed to allow for elver passage and attached to hand operated winches.

The contract is split into 2 Parts.

Part 1 comprises the extent of the *works* to be delivered within the 2025/26 financial year, aligning with the total of the Prices.

Part 2 comprises those elements that are not to be undertaken unless and until instructed by the *Client*. These align with Price List items B08-B20.

Scope: Part 1

The overall objective of Part 1 is to produce detailed design drawings and develop the construction methodology to replace the existing pointing doors at Jesson tidal basin.

The *Contractor* shall:

- Review the pre-existing outline designs and documents produced through early supplier engagement (shown in Site Information) to inform the basis of final design. All design liability will fall to the *Contractor*.
- Attend a site visit with the *Client* to inform the requirements of the design and construction methodology
- Attend a Design and Risk workshop to present the design philosophy and proposed construction methodology for *Client* review and acceptance ahead of detailed design
- Complete the detailed design of 2no.top hung composite flap gates to replace the existing pointing doors. The flap gates should have a 25-year design life, be designed to allow elver passage and be attached to hand operated winches with spigot to allow operation using a battery powered actuator. The *Contractor* is to produce all designs in accordance with the MEICA specifications detailed in section 3.
- The *Contractor* shall provide detailed designs to *Client* for acceptance
- Design, procure, and supervise all site (and other) investigations required to complete the detailed design.
- Contrary to the outline designs provided in the site information, no electrical winches are required. Both tidal flaps shall be connected to hand operated winches with spigot to allow operation using a battery powered actuator – their design shall be compatible with “Christy” battery powered actuator (or suitable equivalent)
- Produce “For Construction” design drawings.
- Produce a Construction Phase Plan, Risk Assessment and Method Statement, including temporary works, to deliver the works detailed in Part 2.
- Develop a contingency plan to maintain flood defence and protect the works detailed in Part 2 in the event of high-water levels.
- Plan, write and submit a FRAP application, including payment of fees, and ensure FRAP approval for the planned works (Part 2) is obtained. The *Contractor* shall assume a period of 12 weeks for FRAP approval from submission date and shall account for this in their completion.
- Undertake and comply with the role of CDM Designer and Principal Contractor and provide all CDM documentation necessary to complete the works detailed in Part 1.
- Produce an Environmental Action Plan, Carbon Calculator and provide input to project efficiency CERT (Combined Efficiency Reporting Tool) form for the detailed design. 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.
- Create a BIM Execution Plan, including Master Information Delivery Plan, for review within 4 weeks of contract start date, and upload all final version produced files in the agreed BIM naming convention to the Employer’s Common Data Environment (ECDE) Asite.
- Provide input to the Environment Agency’s Digital Information Maturity Assessment Tool (DMAT).

Management of the works:

- The *Client* and *Contractor* shall attend the following meetings:
 - Project start meeting.
 - Weekly progress meetings (1 hour duration) from the *starting date*. These meetings will be held on MS Teams. The *Client* chairs and records these meetings.
- The *Client* and the *Contractor* shall utilise the *Client*’s contract administration tool ‘Fastdraft’ for contract administration purposes.

Scope: Part 2

The overall objective of Part 2 is to install the flap gates as per the accepted designs in Part 1.

The *Contractor* shall not deliver any of the following item unless instructed to do so by the *Client*. The instruction, if issued and at the *Client's* discretion, will be a change in Scope, to amend this statement accordingly. This instruction, if issued by the *Client*, will be issued no later than 31st March 2026.

- Create a BIM Execution Plan, including Master Information Delivery Plan, for review within 4 weeks of instruction issue date, and upload all final version produced files in the agreed BIM naming convention to the Employer's Common Data Environment (ECDE) Asite
- Undertake and comply with the role of Designer and Principal Contractor under the CDM regulations.
- Provide and / or update all CDM documentation required to complete the works in Part 2.
- Undertake temporary works, including dewatering, over pumping and potential fish rescue, to enable construction
- Remove and legally dispose of existing pointing doors
- Undertake civils modifications to allow for installation of new flaps and frames (including cutting out of the existing concrete structure that supports current pointing doors)
- Install the new flap gates and frames
- Install new handrailing and access steps
- Install new flap gate winch mechanisms
- Test flap gates and hoist mechanisms
- Produce a photographic diary of the construction site before, during and after the undertaking of works on site. This shall include as a minimum: access routes, the site, nearby structures that could be affected by the *works*, for the purposes of reinstatement and making good.
- Provide accommodation, site welfare, services and facilities as is necessary to complete the *works* in accordance with SHEW CoP, as quantified and priced in the Framework Pricing Workbook.
- Provide carbon actuals during construction and provide input to the project efficiency Combined Efficiency Reporting Tool (CERT)
- Provide input to the Environment Agency's Digital Information Maturity Assessment Tool (DMAT).
- Produce the Health and Safety File, including Operating and Maintenance Manuals and As Built Drawings to be uploaded to the *Client's* ECDE

Management of the works:

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

- Project start meeting.
- Weekly progress meetings (1 hour) from the instruction issue date. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.
- Monthly commercial meetings from the instruction issue date. The *Client* chairs and records these meetings as required.
- Early Warning meetings as instructed by either Party.
- Risk workshop and a pre-mobilisation meeting. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.

The *Contractor* shall produce a progress report and submit this with their updated programme before the 5th 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.

The *Client* shall delegate the duties of site quality assurance to an appointed Supervisor and environmental compliance to an appointed Environmental Clerk of Works (ECoW). The delegated roles shall support the management of works.

The *Client* and the *Contractor* shall utilise the *Client's* contract administration tool 'FastDraft' for contract administration purposes.

2. Drawings

Drawing Number	Revision	Title
None		

3. Specifications

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	✓
SHEW CoP	7	
Construction Design Regulations (CDM) 2015	2015	✓
Exchange Information Requirements (EIR)	V3	
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Lot 1 - Spec supplementary clauses - General	As per framework	
Supply Chain Passport template v2	As per framework	
LIT 13219 MEICA Specification – Part 1 General Requirements	V6	
LIT 13220 MEICA – Specification - Materials and mechanical installations (369_13 SD01)	V3	
LIT 13221 MEICA – Specification – Painting and protection systems	V3	
LIT 13223 MEICA - Specification - Water control structures	V3	
LIT 13240 MEICA - Specification - Documentation	V3	
LIT 57831 MEICA - Specification - Manual flood defence gates	V2	

4. Constraints on how the Contractor Provides the Works

Note: The following constraints are applicable to Part 1 and Part 2:

4.01 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.

4.02 All communications from the *Contractor* to the *Client* shall be sent to *Client's* Project Manager.

4.03. 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.

4.04. 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 Part 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.

4.05 The *Contractor* must work with the *Client* to develop a contingency plan to maintain flood defence and protect the works in the event of heavy rainfall and / or high tide events. The *Contractor* shall not commence any work on the site until the *Client* has accepted the contingency plan.

4.06 The *Contractor* shall ensure that all health and safety hazards are considered and appropriately managed when delivering the works. These shall include but not be limited to the following:

- Working near water – fluvial and tidal interface
- Public Interface
- Working at height along tidal basin embankment crest
- Confined working space within tidal basin
- Invasive non-native species (INNS)
- Potentially contaminated water
- SSSI and other site designations
- Adverse weather
- Protected species

4.07 The construction works detailed in Part 2 are to be completed before 31st October to reduce flood risk and avoid the over-wintering and breeding period for birds in the SPA.

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

4.09 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.

4.10 Details of the routes must be included within the method statements.

4.11 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*.

4.12 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.

4.13 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*.

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

- 4.15 Fourteen (14) working days' notice of commencement of works shall be given to the *Client*.
- 4.16 Two (2) working days' notice must be given to the *Client* in advance of completion of the works.
- 4.17 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.
- 4.18 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions and is responsible for the disposal of all site-generated waste.
- 4.19 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*.
- 4.20 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.
- 4.21 No mud or other debris to be deposited on any tarmac areas outside the site access gate, any such material to be removed immediately.
- 4.22 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.
- 4.23 No fires may be lit on site unless expressly authorised by the *Client*.
- 4.24 The *site* shall only be used for the works intended.
- 4.25 The *Contractor* shall manage the use of any Hazardous Materials.
- 4.26 *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.
- 4.27 *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*.
- 4.28 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.
- 4.29 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.
- 4.30 The *Contractor* is responsible for the security of the *works* at the site and is the interface between any visitors and the site operation.
- 4.31 The *Contractor* is responsible for traffic management including access routes.
- 4.32 The *site* is adjacent to residential properties, so consideration needs to be given to minimise noise impact.
- 4.33 The *works* take place within a tidal basin and is under tidal influence due to insufficient sealing of the primary flap. It is also subject to both pumped and gravity discharge. The *Contractor* shall not commence any work on site until the *Client* has issued access permits confirming that required pumping station isolation is in place.
- 4.34 Due to leakage of the fluvial penstocks, the *Contractor* must allow for dewatering and potential fish rescue from the tidal basin. Additional siltation within the outfall culvert (from the tidal basin to the sea) also means water will not completely drain at low tide, and therefore the *Contractor* must allow for dewatering of the work area. All temporary pumps must be fish friendly.
- 4.35 Coastal and fluvial deposits accumulate in the tidal basin, the *Contractor* will have to remove these as necessary to facilitate the *works* in Part 2.
- 4.36 The tidal basin is considered a confined space, and the *Contractor* is responsible for facilitating confined space man entry to undertake the *works* in line with relevant legislation
- 4.37 The *Contractor* shall be responsible for providing safe access to the tidal basin when undertaking the *works*. Should the *Contractor* wish to use the existing ladders to enter the tidal basin, the *Contractor* shall be responsible and conduct all due diligence to ensure that the ladders are safe for use.
- 4.38 The *Contractor* shall ensure that any dewatering and temporary pumping does not cause saline intrusion into the fluvial section.

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.

4.5 Environment and Heritage

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

4.5.2 The *Contractor* shall comply with legislation regarding the protection of biodiversity. No works to commence on site until Natural England assent has been granted

4.5.3. The *Contractor* shall 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.

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 to be agreed with the *Client* as necessary.

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 2016 formats for *Client's* acceptance.

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, time required to obtain consents/waste permits; stated constraints; *Contractor's* risk.
- 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.
- each of the activities listed within the Price List.

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

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

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

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

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

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

- Within the period for reply after the *Client* has instructed the *Contractor* to
- When the *Contractor* additionally chooses to.

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

Item	Date by which it will be provided
FastDraft Access	Within two weeks of <i>starting date</i> .
Service Searches (up to date)	Within two weeks of <i>starting date</i> .
Employer's Common Data Environment - ASite	Within two weeks of <i>starting date</i> .
Notice of Intended Entry	Before construction
Natural England Assent	Before construction
Access permits	As required during construction

Site Information

The Site:

Information provided in the PCI



Jesson Tidal Door
Replacement - Pre-c

Existing utilities and services:

There is a UKPN transformer bay abutting pump house with overhead cable on edge of site.

There is a Redundant overhead BT power line

Site investigation:

Report: ECI was carried out by KGAL consulting engineers on behalf of Jackson civils in 2023 to assess the site and provide an outline design of the works. The below supporting information is provided.



2300260-EA-Kent
Pack-Jesson Outfall-2300260-EA-Kent Pack-Jesson Outfall-HEM-Rev0i-6Jul23



C1373B_005 -
Jesson Pumping Sta-C1373B_005 - Jesson Pumping Station Outfall_Inpsection_Rev P01



C1373B_102 -
JESSON CIVILS PROF-C1373B_102 - JESSON CIVILS PROPOSAL_A

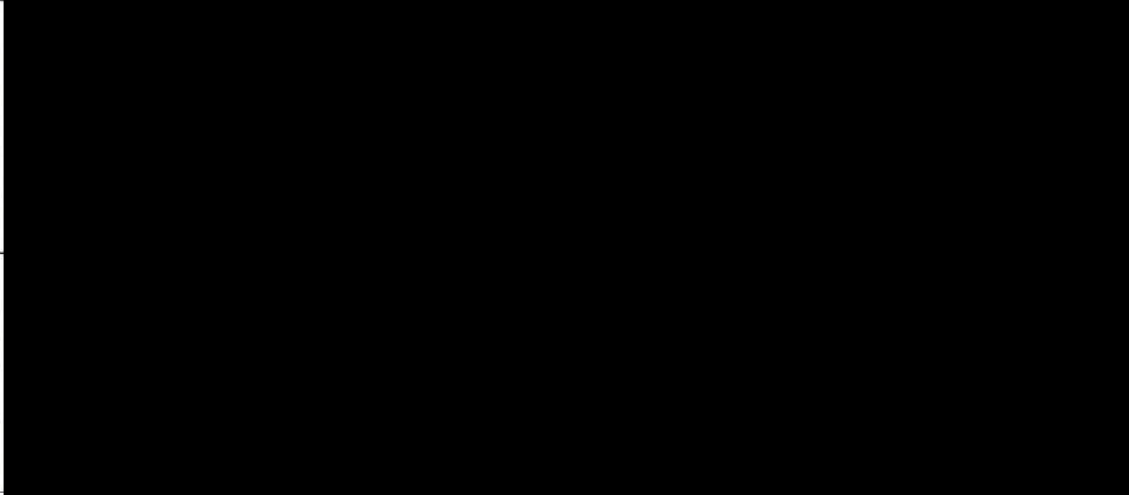


C1373B_006 -
Jesson Pumping Sta-C1373B_006 - Jesson Pumping Station Outfall_Flap Gate Specification_Rev A

Health and Safety File

Issue details: A template of the H&S File will be issued by the *Client*, but the completed H&S File is required from the *Contractor*.

Proposed sub-contractors

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

