What's this document about? FCRM Operational Framework
Lot 1 NEC4 ECSC template

Who does this apply to? Area Operations

Contact for queries and feedback

- National Field Operations
- Anonymous feedback for this document can be given here

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Eastern Hub

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**Breheny Civil Engineering Ltd**
For	**Eccles, Bush Drive – Urgent Seawall Repair**
	Contract Forms - **Contract Data** - **The *Contractor's* Offer and *Client's* Acceptance** - **Price List** - **Scope** - **Site Information**

Contract Data

The *Client's* Contract Data

	The *Client* is
Name	Environment Agency
Address for communications	[redacted]
Address for electronic communications	[redacted]
The *works* are	The immediate problem is the sheet piles forming the toe of the seawall near Eccles-on -Sea (possibly as much as 130m of frontage) are in a very poor condition. They are the barrier that holds the material supporting the stepped section of the sea defence in place, with the curved top section supported on a 12" concrete filled bearing pile. The toe piles are very badly corroded and have large holes in them. The beach levels fluctuate along this frontage and under some conditions, the piles wouldn't be exposed as the sand on the beach would be above them. At present the sand is approx. 2 metres lower than the seawall along this section of frontage, and therefore the toe piles are exposed to the sea at every high tide. These holes in the toe piles are causing the material under the sea wall to be washed out by the tide and forming a void under the lower part of the seawall. Over the past year these voids have increased in size. It is feared that if left in its current condition, the voids will become larger and result in the seawall being un-supported, leading to possible failure of the sea wall structure in that section. Urgent works are therefore required to avoid this failure. The aim of this project is to implement an urgent, cost-effective, low carbon solution to replace washout of material behind the toe piles and underneath the sea wall and prevent further washout occurring and reducing the risk of failure of the sea wall.

The *site* is	Eccles-on-Sea, North Norfolk Postcode NR12 0QL.Ordnance Survey Grid Reference from (TG 40378 29572) to (TG 40475 29496)	
The *starting date* is	29/08/2022	
The *completion date* is	16/12//2022	
The *delay damages* are		Per day
The *period* for reply is	2	weeks
The *defects date* is	52	weeks after Completion
The *defects correction period* is	4	weeks
The *assessment day* is	the last working day	of each month
The *retention* is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply		
The *Adjudicator* is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the *Contractor* to the *Client* for loss of or	£100,000.00	

damage to the *Client's* property is limited to	
The *Client* provides this insurance	None

Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the *works*	The replacement cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the works	Minimum £2,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

The *Adjudicator nominating body* is	The Institution of Civil Engineers
The *tribunal* is	litigation in the courts

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

Only enter details here if additional conditions are required.

Z1.0	Sub-contracting
Z1.1	The *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as *Client* under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the works only with the *Client's* written agreement.
Z4.0	Correctness of Site Information

Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client* but is not warranted correct. The *Contractor* checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.
Z6.4	The *Contractor* may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* and 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 *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z30.0	Material Price Volatility The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.
Z30.1	Defined terms

	a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due. b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it. c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.
Z30.2	Price Volatility Provision Through a Compensation Event the Client shall pay the PVP. PVP is calculated as: Assessment x MF x L = PVP
Z30.3	Price Increase Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.
Z30.4	Compensation Events The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31st Jul 22	In period costs only	No
31st Aug 22	In period costs only	No
30th Sept 22	In period costs only	No
31st Oct 22	In period costs only	No
30th Nov 22	In period costs only	No
31st Dec 22	In period costs only	No
31st Jan 23	In period costs only	No
28th Feb 23	In period costs only	No
31st Mar 23	In period costs only	No
30th Apr 23	In period costs only	No
31st May 23	In period costs only	No
30th Jun 23	In period costs only	No

The Defined Cost for compensation events is assessed using

	- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and - the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	Breheny Civil Engineering Ltd	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	8	%
The *people rates* are	As per the Lot 1 workbook	
category of person	unit	rate
The *published list of Equipment* is		As per the lot 1 workbook
The *percentage for adjustment for Equipment* is		8%

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	£325,521.00
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	[redacted]

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

Signed on behalf of the *Client*

Name	[redacted]
Position	[redacted]
Signature	[redacted]

Date	[redacted]

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer. Blank rows are available for completion by the Tenderer for any other items that they require payment to complete the works.

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.

The quantities shown in the price list below are for comparison at tender assessment stage and, if priced, will be remeasured during construction.

[redacted]

[redacted]

The total of the Prices	£325,521.00

The method and rules used to compile the Price List are
Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.

Scope

1. Description of the *works*

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

Project Objectives

Eccles-on-Sea is a small village located on the North East Norfolk coastline. Much of North Norfolk, including the Norfolk Broads, is protected from flooding by the Sea Defences that run all the way along the Norfolk coastline. These sea defences were constructed in the mid 1950's following the unprecedented coastal flooding event that occurred in 1953. The original defences consisted of a large re-curve sea wall structure. Since 1953 a number of smaller projects have been implemented, to strengthen and reinforce the sea wall. Over the past 20 years, much of this has centred on beach recharge and rock groynes, breakwaters and revetment to protect the sea wall against the action of the rising sea levels.

The immediate problem is the sheet piles forming the toe of the seawall near Eccles-on -Sea over a length of 130m of frontage, which comprises 21 bays in total, are in a very poor condition. They are the barrier that holds the material supporting the stepped section of the sea defence in place, with the curved top section supported on a 12" concrete filled bearing pile. The toe piles are very badly corroded and have large holes in them. The beach levels fluctuate along this frontage and under some conditions, the piles wouldn't be exposed as the sand on the beach would be above them. At present the sand is approx. 2 metres lower than the seawall along this section of frontage, and therefore the toe piles are exposed to the sea at every high tide.

These holes in the toe piles are causing the material under the sea wall to be washed out by the tide and forming a void under the lower part of the seawall. Over the past year these voids are increasing in size. It is feared that if left in its current condition, the voids will become larger and result in the seawall being un-supported, leading to possible failure of the sea wall structure in that section. Urgent works are therefore required to prevent this failure.

The primary aim of this project is to implement an urgent, cost-effective, low carbon solution to replace washout of material behind the toe piles and underneath the sea wall, preventing further washout occurring and reducing the risk of failure of the sea wall. It is anticipated that within ten years a solution of fully replacing the sheet piled toe of the seawall defence will be considered and implemented as part of a separate project, but a simple 'patch and repair' urgent solution is required immediately.

Therefore the 'patch and repair' urgent solution required as part of this project will need to stay intact in-situ for up to ten years.

Description of the Works

The solution proposed by the *Client's* FCRM Operations Framework Early Supplier Engagement Contractor, Breheny Civil Engineering, is to core through the sea wall at regular intervals to
determine the extent of voids and the amount of material required and to fill them using 10mm
nominal aggregate low carbon concrete and / or non-shrink low carbon grout (depending on the sizes of voids).
Temporary timber or steel shuttering will be placed along the seaward face of the steel piles to contain concrete
/ grout that is expected to migrate through the holes in the piles. It is not deemed necessary to
remove or displace the rocks that are currently present at the toe of the existing piles as additional
sea defences in front of the concrete sea wall

Pre-Construction Activities

- The *Contractor* to work with the *Client* to engage with local stakeholders, including the District / Parish Council, Residents' Associations, etc. to inform of proposed works and discuss any particular arrangements, e.g. location of site access, compounds, etc.
- Apply for FRAP Exemption (FRA 8) as the works are 'Maintaining a raised river defence or sea defence'
- Prepare CPP based on PCI (provided by EA); liaise with Principal Designer (appointed by EA) for approval / recommendation of acceptance

- Procure materials, plant and specialist sub-contractors

Construction Methodology

- Mobilise to site and establish fenced site compound in agreed area adjacent to Seaside Lane, off Bush Drive, with small self-contained site office, welfare facilities and storage container and space for parking operatives and visitors vehicles
- Mobilise plant and equipment to site
- Establish works area and isolate from public access
- Carry out concrete coring along length of affected sea wall. 2 cores to be taken in each bay at both high and low level (4 in all per bay). Therefore a total of 84 cores.
- Inspection using endoscope to determine extent of voids under wall and determine approximate quantities of grout / concrete required to fill the void
- Temporary plugs to be installed into cores to remove trip hazard.
- Timber shutters to be installed to front face of sea wall – propped against existing rock on beach or (alternative solution) tack weld steel plates on front face of pile out-pans
- Concrete / grout to be placed via tremmie tube inserted into previously cut cores. Assume a volume of 14 cubic metres is required for each bay, therefore an overall total of 294 cubic metres will be required.
- Concrete / grout to be delivered to site in ready-mix trucks and discharged into concrete skip
- attached to wheeled excavator *(see below) and tracked along sea wall to point of use
- Plant movements to be under control of a banksman and members of the public to be excluded from the working area by means of barriers / fencing / signs
- Concreting / grouting operations to be carried out within tidal windows
- Shutters to be struck on day following concrete / grout placement
- All above items (coring, shuttering, concreting, striking) to be carried out in a progressive continuous sequence of operations for entire length of affected sea wall
- On completion, carry out joint inspection with EA to ensure works are completed satisfactorily
- Demobilse plant and equipment from site
- Remove site welfare, offices, etc and site compound fencing, reinstate as necessary

Design Responsibility

The Description of Works above, is a suggested method of undertaking the works to implement an urgent, cost-effective solution to replace washout of material behind the toe piles and underneath the sea wall, and prevent further washout of material occurring and reducing the risk of failure of the sea wall. The *Contractor* should confirm:

- That the Construction Methodology above is acceptable and that it will meet the Project Objectives.
- Whether there are any changes or amendments they wish to make to the Construction Methodology. These will need to be agreed in writing with the *Client*.
- Whether they wish to submit an alternative Construction Methodology which will need to be agreed in writing with the *Client*.

The *Client* will accept full design responsibility for the Works as the requirement is for a 'patch and repair' solution. It is anticipated that a fully designed solution will be implemented within the next ten years, to permanently address the issues.

Design Submission Procedures and Acceptance Criteria

The *Contractor* should confirm in writing to the *Client* that the Construction Methodology above is acceptable and that it will meet the Project Objectives

The *Contractor* should confirm in writing whether they wish to submit an alternative Construction Methodology which will need to be agreed in writing with the *Client*.

There is no formal design required as part of this project, just a methodology to meet the project objectives.

The *Contractor's* proposed Works, will meet the project objectives for a minimum of ten years, post construction.

All Design responsibility will be taken by the *Client*.

No planning consent is required, the Works will be undertaken using the *Client's* Permitted Development powers.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
FR03S077/SWS057/300/001		Location Plan
FR03S077/SWS057/300/002		Landownership Plan
FR03S077/SWS057/300/003		Utility & Hazard Plan
7236-5		Eccles Sea Wall Phase 1 Typical Existing and Proposed New Wall Sections August 1978
7236-20		Eccles Sea Wall Phase 1 General Arrangement of Apron and Sea Wall – November 1978
7236-21		Eccles Sea Wall Phase 1 Typical Cross section Through Wall – October 1978
7236-22		Eccles Sea Wall Phase 1 Apron Mesh Reinforcement Details and Chair Positions - November 1978
7236-23		Eccles Sea Wall Phase 1 Reinforcement Details for Apron and Wave Wall – November 1978
7236-24		Eccles Sea Wall Phase 1 Reinforcement Details on Section A-A – November 1978
7236-44		Eccles Sea Wall Phase 1 Site Plan 2 – January 1979
7236-45		Eccles Sea Wall Phase 1 Site Plan 3 – January 1979

3. Specifications

List the specifications which apply to the contract.

S301 Specifications	

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

S302 Tests and inspections **ECSC 40.1** **ECSC 60.1(5)**	The *Contractor* shall consider the following checklist for tests and inspections: • Objective, procedure and standards to be used

	• When they are to be done • Where they are to be done, including identifying Plant and Materials which are to be tested and inspected before delivery to the *site* • Who does the tests, and who is in attendance • Testing and inspection methods • Equipment required and who provides it • Access arrangements • Information or instructions required to be provided • Materials, facilities and samples to be provided by the *Contractor* and *Client* • Involvement of specialists • Acceptable results and deviations • Test environment • Documents to be provided before and after test • Authorisation to proceed to the next stage of work depending on the test results
S303 Samples	There is no requirement to provide samples.
S304 Management of tests and inspections and provision of samples	None required.
S305 Covering up completed work	None required.
S306 Training	None required.
S307 Final clean	The *site* at the seawall, the *site* compound and any access road used should be cleaned to the satisfaction of the *Client's* Senior User..
S308 Security	The *Contractor* shall have a security plan in place to implement during the *works*.
S309 Correcting Defects	Access procedures for correcting any Defects and procedures for liaison with the *Client* after Completion, will be by agreement with the *Client's* Senior User.
S310 Deleterious and hazardous materials	Any concrete or grout used to fill the voids must not migrate through the toe piles onto the tidal foreshore.
S311 Services and other things provided by the *Contractor* for the use by the *Client* and others	• Accommodation including a small office • Welfare facilities including sanitation • Medical facilities and first aid • Storage facilities • Security arrangement • Fences, screens and hoardings The *Contractor* shall be responsible for maintaining the above.
S312 Requirements of others	The *Contractor* shall apply for Flood Risk Activity Permits (FRAP) in consultation with the *Client*.

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*.

S401 General constraints	Restrictions on:

	• Use of the *site* - The compound area identified on Drawing No. FR03S077/SWS057/100/001 is owned by the Environment Agency but can only be accessed from the Privately owned Bush Drive Road. Should the Contractor wish to use this compound area, they will need to provide security fencing suitable for their needs. • Access to the *site* and parking - Access to the main construction site is via either the boat ramp that leads off the main public car park, or along Bush Drive and using the ramp to the rear of the properties and close to the EA owned site Compound – refer to plan FR03S077/SWS057/100/001. The site has very limited access and contractor personnel should park within the designated public pay car park area at Cart Gap, or any other agreed locations. Only vehicles essential for the construction work should enter the site on the beach, or on the seawall. The *Contractor* shall ensure that a traffic plan is produced. Bush Drive is a privately owned access, and the *Contractor* must undertake a condition survey prior to and after *works*, then complete any reinstatements works on completion of the *Works* to minimise compensation claims if they use this route. It is expected that traffic management plans are produced detailing the following as a minimum: o Access to *site* o Vehicular traffic routes around *site* o Pedestrian walkways around the *site* o Parking areas o Storage areas • Deliveries - deliveries should not be made before 08:00hours or later than 18:00hours to be considerate to residents. • Noise and vibrations – The *Contractor* is to use an energy store that uses batteries combined with a traditional diesel generator which provides power for the site accommodation, drying rooms, heating, lighting and site equipment. As the generator is only used to charge the energy store, the set-up is particularly beneficial for noise sensitive environments such as residential or ecologically sensitive areas where generator 'hum' may cause nuisance. • Working hours (08;00 to 18:00 Monday to Friday) • Tidal Working- *Contractor* to be given tide tables and advised that tidal working may need to be considered • Timber shutters are to be installed to front face of sea wall to prevent any egress of grout/concrete from the holes in the toe piling onto the tidal foreshore. • Interfaces between the *works* and existing things (public beach area must be closed off)
S402 Confidentiality	The *Contractor* shall ensure confidentiality and public restrictions, and direct public queries to the *Client* Senior User.
S403 Security and protection of the Site	This area is a coastal resort and popular throughout the year for tourism, which increases during the summer. Holiday makers use the dunes, the seawall and beach frontage that will need appropriate measures to ensure their safety whilst undertaking these works. The compound area identified on Drawing No. FR03S077/SWS057/100/001 is owned by the Environment Agency but can only be accessed from the Privately owned Bush Drive road. Should the *Contractor* wish to use this compound area, they will need to provide security fencing suitable for their needs. The Main *works* area on the seawall will require demarcation fencing to prevent and exclude members of the public accessing near the *works* whilst under repair.

	The *works* are in the vicinity of popular public beaches. The sea wall also forms part of the Norfolk Coastal Footpath National Trail. Extreme care must be taken when working in these areas to ensure public are protected from the works. Consideration should be given to pedestrian diversion route if satisfactory pedestrian management cannot be achieved. National Trails have suggested a diversion route, from Duffields Gap, using Church Lane, Cross Lane (Lessingham BR10) Bridleway and Seaside Lane (Lessingham BR8) Bridleway, returning public to the sea defence at Seaside Lane Access. In addition to the general site security CCTV should also be considered.
S404 Security and identification of people	The Contractor shall ensure that a procedure for security, vetting and identification of people working on or visiting the *site* is in place.
S405 Protection of existing structures and services	The *Contractor* shall inspect the site and proposed working areas to confirm requirements for the protection of existing structures, services, mains, trees, and other plants. Refer to Pre-Construction Information for location of existing things to be protected or procedures for identifying them.
S406 Protection of the *works*	The *Contractor* shall plan and implement the protection of the *works* against damage.
S407 Cleanliness of roads	The *Contractor* shall plan and implement the protection and cleaning of access roads to *site*.
S408 Traffic management	The *Contractor* shall produce a traffic management plan. A pedestrian management plan will also be required which may conclude that a footpath closure and pedestrian diversion route is required.
S409 Condition survey	The *Contractor* shall carry out any condition surveys and any associated reinstatement works. Bush Drive is a privately owned road and could be used for access if the Environment Agency serve notice on the owners. A road condition survey will have to be recorded on entry to *site* and on completion of the *works* and if any damage has been caused during the *Works* the road will be reinstated to its original or better condition on completion.
S410 Consideration of others	The *Contractor* is to use an energy store that utilises batteries combined with a traditional diesel generator which provides power for the site accommodation, drying rooms, heating, lighting and site equipment.
S411 Industrial relations	No specific requirements.
S412 Control of works	The *Contractor* is responsible for any requirements for permits or licences, for example permit to work procedures.
S413 *Site* cleanliness	The *site* is small and must be kept clean and tidy at all times.
S414 Waste materials	No specific requirements.
S415 Project team - others	The Contract Data identifies the *Client*, and *Contractor* and states what each is required to do. It also identifies others who will be working on the project.
S416 Communication system	The communication system to be used: • Emails for all written correspondences. • On site Face to Face progress and planning meetings. • MS Teams when required. • Framework standard forms and templates.
S417 Management systems	• The *Contractor* shall attend Monthly Site Progress Meetings with the Client and produce meeting records

	• The *Contractor* shall produce and send the *Client* a monthly Progress Report at least one day ahead of the monthly Progress Meeting.
S418 *Contractor's* application for payment	The *Contractor's* application for payment shall be submitted every month on or before the dates indicated in the contract in MS Excel format.
S419 Use of the *works* **ECSC 60.1(5)**	There is no requirement for parts of the works to be used by the *Client* except for emergency situations.
S420 Co-ordination	The *Contractor* is to liaise with the *Client's* Senior User for the co-ordination of works and access.
S421 Co-operation	There is no identified known information for the *Contractor* to obtain from others or provide to others.
S422 Sharing the Working Areas with others	There is no requirement for the Contractor to share the working areas with others.
S423 Authorities and utility providers	There are no works to be carried out by authorities and utility providers.
S424 Health and safety requirement	The Contractor shall detail health and safety requirements for the project, in addition to the requirements of law, which may include: • Client's safety requirements (reference to the latest Environment Agency SHEW COP) • Reporting requirements • Safety management, supervision and qualifications • Management of subcontractors • Drug and alcohol policy • Site induction procedures Produce a Health and Safety File for each completed site.
S425 Method statements	The *Contractor* is required to submit method statements and risk assessments to the *Client* for review and discussions.
S426 Legal requirements	• The Construction (Design and Management) Regulations 2015 and any associated legislation • Water Resources Act Environmental Protection Act
S427 Inspections **ECSC 60.1(5)**	Regular proportionate review and inspection of *Contractor's* health and safety procedures will be conducted by the *Client*.
S428 Pre-Construction Information (UK specific, CDM Regulations 2015)	Refer to Eccles Seawall – Pre-Construction Information Rev 2.
S429 Materials form excavation and demolition **ECSC 70.2**	There are no materials arising from excavations and demolitions.
S430 Quality management systems	The *Contractor* shall produce Inspection and Test Plans to ensure the quality of materials and works meet the required minimum standards.

Working times

The *Contractor* will be permitted to work between 8.00am and 6.00pm on weekdays (Monday to Friday)

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 his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which he submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

(a) Period required for mobilisation/ planning & post contract award

(b) starting date

(c) Each of the activities listed within the Price List

(d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.

(e) Completion date

S501 Programme **ECSC 31.1**	A detailed programme is required in MS Project format.
S502 Information to be shown on the programme **ECSC 31.1** **ECSC 50.8**	• The *starting date* and the Completion Date • The order and timing of the operations which the *Contractor* plans to do in order to Provide the Works • The order and timing of work of the *Client* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Scope • Provisions for float and procedures set out in this contract • The dates when, in order to Provide the Works in accordance with its programme, the *Contractor* will need acceptances, Plant and Materials and other things to be provided by the *Client* and information from others • Order and timing of tests, inspections and commissioning activities whether done by the *Contractor* or *Client* or others • Information to be provided, who it is to be provided by, and the date by which it is to be provided
S503 Submitting the programme **ECSC 31.1**	The first programme is to be submitted two weeks after the contract award date and revised monthly or when major changes occur. The *Client* will accept the programme when all the required information is included, and the programme is realistic. Information to be shown on revised programmes if applicable such as: • An explanation of changes • Actual progress achieved for each operation and the effect upon the timing of the remaining work • How the *Contractor* plans to deal with any delays and to correct notified Defects
S504 Completion requirements **ECSC 11.2(1)**	Work to be done by the Completion Date.

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

The *Client* will not provide services and other things unless discussed with the *Contractor*.

Site Information

Please refer to the Eccles, Bush Drive – Urgent Seawall Repairs Pre-Construction Information Rev2

Proposed sub-contractors

	[redacted]	
1.		
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	