

**1. NEC4 Engineering and Construction Short Contract**

**Asset Operation, Maintenance and Response Framework**

**Lot 1 Civil Engineering (Maintain and Construct)**

**A contract between**

**The Environment Agency**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**And**

**Breheny Civil Engineering Ltd.**

**For**

**Cambs & Beds – Cradge Bank, Low Spot Repairs**

**Contract Forms**

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- **The *Contractor's* Offer and *Client's* Acceptance**
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# Contract Data

## The *Client's* Contract Data

The <i>Client</i> is	Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications [relevant Project Manager]	[REDACTED]	
	The <i>Contract Administrator</i> is	
Name	[REDACTED]	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	AOMR Lot 1 - Cradge Bank, Low spot repairs.	
The <i>site</i> is	Cradge Bank, with access from A1123 at Earith Bridge, Earith, Cambridgeshire, PE28 3PS The site limits are TL 39322 74793 to TL 40724 76634 Refer 'Map 03 – Site Information' for site limits	
The <i>starting date</i> is	Monday 15 <sup>th</sup> July 2024	
The <i>completion date</i> is	Thursday 31 <sup>st</sup> October 2024	
The <i>delay damages</i> are	Nil	Per day
The <i>period</i> for reply is	2	weeks
The period between completion of the <i>works</i> and the <i>defects date</i> is	52 weeks	

The <i>defects correction period</i> is	4	Weeks, except that
The <i>defects correction period</i> for	N/A	N/A
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	Nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply		
The <i>Adjudicator</i> is:		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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	
The <i>Client</i> provides this insurance	None	
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 Completion 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 works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £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 <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 Institution of Civil Engineers	
The <i>tribunal</i> is	Litigation in the courts	

# Contract Data

## The *Client's* Contract Data

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

<b>Z1</b>	<b>Sub-contracting</b>
Z1.1	The <i>Contractor</i> submits the name of each proposed <i>subcontractor</i> to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed <i>subcontractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to <i>subcontractors</i> and <i>Delivery Partners</i> will be no more than 30 days from receipt of correct invoice.
<b>Z2</b>	<b>Environment Agency as a regulatory authority</b>
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.
<b>Z3</b>	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
<b>Z4</b>	<b>Correctness of Site Information</b>
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.
<b>Z5</b>	<b>The Contracts (Rights of Third Parties) Act 1999</b>
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.
<b>Z6</b>	<b>Design</b>
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the <i>works</i> which the Scope states they are to design.

Z6.3	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
<b>Z7</b>	<b>Change to Compensation Events</b>
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"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and <i>subcontractors</i></li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
<b>Z8</b>	<b>Framework Agreement</b>
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> .
<b>Z9</b>	<b>Termination</b>
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
<b>Z10</b>	<b>Data Protection</b>
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
<b>Z11</b>	<b>Liabilities and Insurance</b>
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
<b>Z12</b>	<b>Packaging</b>
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack.

<b>Z13</b>	<b>Contract Administrator</b>
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"> <li>• <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works</li> <li>• Clause 16 Access to the <i>site</i> and provision of services</li> <li>• Clause 51 Payment</li> <li>• Clause 82 Recovery of Cost</li> <li>• Clause 83 Insurance</li> <li>• Clause 90 Termination</li> </ul> <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>
<b>Z14</b>	<b>Inflation</b>
<b>Z14.1</b>	<p>At the Contract Date the total of the Prices includes sums to cover inflation until Completion.</p> <p>On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.</p>

# Contract Data

## The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Breheny Civil Engineering Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED] [REDACTED]	
The <i>fee</i> percentage is	■	%
The <i>people rates</i> are	As per the AOMR Workbook	
category of person	unit	rate
The <i>published list of Equipment</i> is		As per the AOMR Workbook
The <i>percentage for adjustment for Equipment</i> is		8%

# 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

£83,726.20

**Enter the total of the Prices from the Price List.**

Signed on behalf of the *Contractor*

Name Stephen Holland

Position

Signature

Date 10/07/2024

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

Name

Position Operations Manager

Signature

Date 02/08/2024

# Price List

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

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook. The detailed price breakdown reference is AOMR Lot 1 - Cradge Bank, Low spot repairs.

Ref	Description	Sub total
	Plant operator x 3	
	Site supervisor (only) (small tools etc not required)	
	Contracts Manager (small tools etc not required)	
	Provision of labour teams (2 operatives + 4x4)	
	Accommodation for the contract - towable welfare unit/toilet with integrated generator - Size 3.6mx2.3m Anticipated contract length < 13 weeks	
	General clearance of open grass areas removal and disposal off site to include removal of sand bags on the bank	
	Preparation of excavated surfaces.	
	Fill to form embankment, imported natural material other than topsoil or rock, (Puddle Clay in accordance with CESWI Clause 2.18) or similar. inclined at an angle of 10°- 45° to the horizontal. Compacted in layers no thicker than 200mm maximum depth, Crest width 3.5m. (price based upon 200T of Clay)	
	Replace the top soil, reprofile, reseed and replace the gate and fencing at the entrance to the bank from the car park, tidy the clay storage area.	
The total of the Prices		

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

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

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

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

# Scope

## 1. Description of the *works*

### 1.1 Project background

1.1.1 The Cradge bank forms part of the Ouse Washes Flood storage reservoir. It has been identified that the bank has overtopped during the winter periods at several locations and eroded the wash face of the bank. Last autumn work commenced on the repair of 2no low spots downstream Earith but the work had to be abandoned due to the extreme wet weather. The project is to repair some low spots and erosion on the back of the bank.

1.1.2 This project will repair defects and maintain the reservoir embankment to its design standard.

1.1.3 Work is expected to be completed by the end of August 2024.

### 1.2 Description of the *works*

1.2.1 Work is downstream of Earith on Cradge bank between chainages 30.6km & 32.6km at various locations as detailed on Map 01. The *works* include low spot repairs at 5 locations, refix 2no chainage posts and reprofile the eroded bank for 200m. If there is no sufficient grazing, 2km of grass cut to facilitate health and safety is required before start the work.

#### ***Low spots no 1 and 02***

Complete low spots nos 1 and 2 repairs ~40m long. Imported material is available on site and bank has been prepared to receive the material. Sandbags on the crest to be removed and disposed of.

- Scarify the surface to allow proper bonding of new fill material with in-place material.
- Place fill material (cohesive material) available on site on layers and compact.
- Place top soil back, reprofile and reseed.

#### ***Low Spot no 03, 04 & 05 (Map 01)***

- Set up the levels along the work lengths. Final crest height need to be 4.05mAOD (Drawing 01) and the existing crest width to be maintained (~3.5-4m). Arrange the site visit with EA PM to set up the site.

- Strip the top spoil along the length that to be raised and placed the soil adjacent to the bank on Wash side.

- Scarify the surface to allow proper bonding of new fill material
- Place imported fill material (cohesive material) on layers and compact.
- Place top soil back, reprofile and reseed.

- total low spot lengths 35m and the assume average crest level on the low spot area is 3.7m and the bank width is 3.5m

#### ***Refix the fallen chainage posts***

- install the chainage posts @ 31.4km and 31km on the bank crest@ wash side edge

- @31.4km reprofiling the bank for 1-2m is required using the locally available material before fixing the post
- Top 10cm of the square post @ 31km paint in red.
- Posts are fallen and on the ground at these locations.

### ***Repair erosion on the back of the bank***

- Reprofiling the bank downstream of Chainage 30.8km for 200m using the locally available material (on the wash side)
- Maintain the bank slope between ~1v: 3h and reseed with Ouse washes seed mix.

[provide a detailed description of the *works* to be carried out under the contract.]

1.2.2 The *Contractor* shall maintain the *works* from Completion until the *rectification dates*.

## **1.3 Contractor's design**

1.3.1 None required.

## **1.4 Accommodation**

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

## **1.5 Access to the Site**

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

## **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. The bank is owned by a 3<sup>rd</sup> party and land owners may require access along bank and the adjacent land from time to time.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. The client will issue the Notice of Entry and the contractor is required ongoing liaison with landowner/ tenants while onsite.

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

## **1.7 Management of the Works**

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

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

- Project start meeting

- Monthly progress meetings from the *starting date* to *Completion*]. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings. [Specify if *Contractor* has to provide accommodation for such meetings on site, and if so, state capacity of meeting room required.]
- Monthly commercial meetings from the *starting date* to *Completion*. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

1.7.3 The *Contractor* shall produce a progress report and submit this with their updated programme a minimum of 2 working days ahead of the monthly progress meeting. This report:

- highlights the progress achieved since the last programme submission.
- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explains what actions are being implemented to mitigate any delay,
- state the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,
- details any lost days due to weather,
- summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices,
- includes site photos of progress achieved since the previous progress report.

1.7.4 [Consider if any deliverables are expected that would require submitting and in alignment to the Employer's Information Requirements (EIR)]

## **1.8 Weather Measurements**

1.8.1 The place where weather is to be recorded is: Site Diary/Log

1.8.2 The weather measurements are to be supplied by: Met Office

## **1.9 Quality Management**

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

- Photographic evidence of works area and access route before and after works completed. Should be available to Client on request.

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

- Post Work Inspection
- Setting out.

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 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.

- A Notice of Intended Entry is served a minimum 10 working days prior to the commencement of works to landowner and / or Management companies.

1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works, including but not limited to:

- Not applicable.

## **1.11 Health, Safety & Environment**

1.11.1 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.

1.11.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.

1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* acts as *Contractor* under the Regulations.

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 to be retained and made available to the *Client* if required.

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

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

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

### 1.13 Title

#### Marking

N/A

#### Materials from Excavation and demolition

1.13.2 Contractor has title on arisings from excavation.

### 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

- All hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- All excavation, earthworks, and topsoiling work must be fully complete, and all construction plant, and machinery must be removed from site.
- All site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
- All stock fencing, gates and styles must be reinstated on pre-commencement alignments.

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

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
  - As-built drawings if there have been any changes to design
  - Maintenance plans
  - Updated Health & Safety File.

### 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, the relevant Framework Hub / Area, and PO number" in the email subject line.

- [REDACTED] and

## 1.16 SITE PROGRESS MEETINGS

1.16.1 One monthly progress meeting. Suitable date and time to be agreed with the Breheny Civil Engineering Ltd and Environment Agency Project Manager

1.16.2 Location: Primarily Microsoft Teams and where appropriate in person. Site visits will be had at Cradge Bank or another location to be agreed with Contractor at a later date.

1.16.3 Chairperson (who will also take and distribute minutes): [REDACTED] Environment Agency Package Manager.

## 2. Drawings

### Guidance

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

Drawing Number	Revision	Title
Drawing 01	0	Typical Cross Section
Drawing 02	0	Typical Cross Section

## 3. Specifications

### Guidance

List the specifications which apply to the contract. Delete this guidance before issue.

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	V 12	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
SHEW CoP	V 6	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	
Exchange Information Requirements (EIR)	V3	

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

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to Breheny Civil Engineering Ltd. The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.2 All communications from the *Contractor* to the *Client* shall be sent to [REDACTED]

##### 4.3 Protection against Damage

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

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

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

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

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

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

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

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

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

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

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

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

4.3.14 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. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

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

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

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

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

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

#### **4.4 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 Permits**

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

5.5.2 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. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

#### **4.6 Working times**

4.6.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

#### **4.7 Site Restrictions**

4.7.1

- 100 Foot River is tidal and river level fluctuates with tidal state. Tide tables provided for Kings Lynn. Travel time is 3-4 hrs.
- As indicated on the typical cross sections do not disturb the 100foot channel slope
- The bank owned by 3<sup>rd</sup> parties
- Cradge bank is a public footpath.

- Working window is 15- July to 31<sup>st</sup> of Oct. and the PC to be demobilised from the site by 31<sup>st</sup> of October.
- FBG file note will provide with any further information.
- Grazing animal present on the bank and the adjacent land

## 5. Requirements for the programme

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

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

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

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

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

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

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

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

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

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

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

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

From	To	Interval
<i>Starting date</i>	Start of establishment period	1 month
Start of establishment period	End of establishment period	3 months
Start of maintenance	Completion	Annual

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

Item	Date by which it will be provided
Map 01 – Site Boundary	24/06/2024
Map 02 - Work information	24/06/2024
Map 03 – Site Information	24/06/2024
Hazard Map	24/06/2024
Fastdraft Access	TBC
Service searches	TBC

## 7. Site Information

### The site

Description: Cradge bank forms part of one of the embankment of the Ouse Washes Flood storage reservoir. It is also the left bank of the 100 foot tidal river. Therefore the river water levels will vary with tide levels.

Access to the Cradge bank is through temporary gate panels from Car park at Earith and the bank crest is 3.5 - 4m wide. Low spots along the various locations on the bank crest and the wash side of the bank has minor erosion.

Embankment is not owned by EA. The client has informed the land owners the proposed work and Notice of Entry will be issued by the client before the work commence. However the contractor is required ongoing liaison with landowner/ occupier during the project.

[insert project specific site description]

**Existing utilities and services**

Drawings: Utilities are not believed to be present on *Site* but utility search will be updated prior to commencement.

**Soils and Ground waterb**

Information: No information available.

**Site investigation**

Report: None

**Site location plans**

Issue details: Map01

**Health and safety file**

Issue details: The *client* will provide the existing H&S file and the file to be updated following the work.

**Access to site**

Description: Access is from A1123@Earith through a Cambridgeshire council car park and car park access has a height restriction barrier. Contractor to liaise with CC to gain plant access to the car park. Currently a temporary panel is blocking access from last year work.

Limitations: Access is along the bank crest and access to the bank is from Earith car park only.

Access for inspections: Work dates to be agreed with Contractor. Contractor will be informed of any other planned works or inspections. In the first instance other works/ inspections will be undertaken outside of planned working dates.

**Use of the site**

General: Grazed flood embankment

Limitations: None, Stock will be removed prior to commencement

**Surrounding land / building uses**

General: Adjacent and nearby uses are as follows:

animal grazing

**Health and safety hazards**

General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

Working adjacent to tidal river and the water level varies thought out the day. River level can increase following fluvial event upstream. Ouse Washes reservoir can get inundated following prolong period of wet weather.

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.