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

IMPORTANT:

Before saving and sending this document out to Contractors please ensure that the Environment Agency banners and the comments designed to assist in completion are deleted.

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Central Hub, Area 5 Lot 1

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	
For	**H&T assets repair and replacement**
	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	Environment Agency, Kingfisher House, Goldhay Way, Orton Goldhay, Peterborough, PE2 5ZR	
Address for electronic communications		
The *works* are	Described in the Contract Data Section. They consist of various repair and replacement of new gauging station kiosks.	
The *site* is	Ashley Gauging Station SP8189191565, Slade Brook Gauging Station SP8729976306, Brant Broughton Gauging Station SK9290054570, Bardney Gauging Station TF1064669743 and Brayford Pool Gauging Station SK9710871268	
The *starting date* is	03/04/23	
The *completion date* is	21/07/23	
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 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 £ 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 £ 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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the *Client's* Site Information particular to an individual project is contained within its Site Specific Pack
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 2023 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 If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client*. The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.
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 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31st Jul 21	In period costs only	No
31st Aug 21	In period costs only	No
30th Sept 21	In period costs only	No
31st Oct 21	In period costs only	No
30th Nov 21	In period costs only	No
31st Dec 21	In period costs only	No
31st Jan 22	In period costs only	No
28th Feb 22	In period costs only	No
31st Mar 22	In period costs only	No
30th Apr 22	In period costs only	No

31st May 22	In period costs only	No
30th Jun 22	In period costs only	No
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	Forecasted costs for remainder of contract

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		
Address for communications		
Address for electronic communications		
The *fee* percentage is		%
The *people rates* are		
category of person	unit	rate
The *published list of Equipment* is		
The *percentage for adjustment for Equipment* is		

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	£
	Enter the total of the Prices from the Price List.
Signed on behalf of the *Contractor*	
Name	
Position	
Signature	
Date	09/03/23
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client*	
Name	
Position	
Signature	
Date	17/03/2023

Price List

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

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	Rate	Price
1.1	Ashley Gauging Station Preliminaries	1	Sum		
1.2	Ashley Gauging Station Site Works	1	Sum		
1.3	Ashley Gauging Station Demobilisation	1	Sum		
1.4	Ashley Gauging Station Delivery of H&S File	1	Sum		
1.4a	Rate (circa) for replacing 25M of timber fencing	25	Lm		
1.4b	Rate (circa) for replacing timber access gate	1	Nr		
2.1	Slade Brook Gauging Station Preliminaries	1	Sum		
2.2	Slade Brook Gauging Station Ground Investigation	1	Sum		
2.3	Slade Brook Gauging Station Site Works- Option 1 (stabilise and repair existing kiosk)	1	Sum		
2.4	Slade Brook Gauging Station Site Works- Option 2 (demolish and replace kiosk)				
2.5	Slade Brook Gauging Station Demobilisation	1	Sum		
2.6	Slade Brook Gauging Station Delivery of H&S File	1	Sum		
3.1	Brant Broughton Gauging Station Preliminaries	1	Sum		
3.2	Brant Broughton Gauging Station Site Works	1	Sum		
3.3	Brant Broughton Gauging Station Demobilisation	1	Sum		
3.4	Brant Broughton Gauging Station Delivery of H&S File	1	Sum		
4.1	Bardney Gauging Station Preliminaries	1	Sum		
4.2	Bardney Gauging Station Site Works	1	Sum		

4.3	Bardney Gauging Station Demobilisation	1	Sum		
4.4	Bardney Gauging Station Delivery of H&S File	1	Sum		
5.1	Brayford Pool Gauging Station Preliminaries	1	Sum		
5.2	Brayford Pool Gauging Station Site Works	1	Sum		
5.3	Brayford Pool Gauging Station Demobilisation	1	Sum		
5.4	Brayford Pool Gauging Station Delivery of H&S File	1	Sum		
			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 Price Workbook.

The total of the Prices NOT to include 2.3 and 2.4, as this will determined by the results of 2.2

The Prices for each site preliminaries must include all items necessary to deliver the works and meet the requirements of the Scope, including all overheads and profit. This includes, but is not limited to, items such as: site accommodation; technological provisions (e.g. Wi-fi); progress meetings; and project administration.

Scope

A complete and precise statement of the *Client's* requirements. Specifies and describes the works or states any constraints on how the Contractor Provides the Works.

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.

Background

Ashely, Slade Brook, Brant Broughton, Bardney and Brayford Pool are gauging station sites which require upgrade, repair, replacement or new installation of kiosks to ensure the Environment Agency can resiliently obtain the Hydrometry and Telemetry data necessary for their operations and safely maintain these assets.

Objectives

In summary:

- Ashley Gauging Station- The wooden kiosk requires demolition and installation of a new GRP kiosk (to be supplied 'free-issue' by the *Client*)
- Slade Brook Gauging Station- The foundation of the brick kiosk is subsiding, causing cracking of the slab and kiosk brickwork and posing a danger to staff attending site and risk of serious injury to

trespassers. Therefore, work is required to stabilise and repair the building to a safe and secure state, OR demolish and replace it with a kiosk with a 50-year design life
- Brant Broughton Gauging Station- A new kiosk is required to house new flow measurement instrumentation
- Bardney Gauging Station- Health and safety compliant access into the kiosk is required, along with replacement of the degrading flooring
- Brayford Pool Gauging Station- Health and safety compliant access into the kiosk is required, along with replacement of the degrading flooring

Scope

The *Contractor* shall:

- Undertake site visits if necessary. For example, to:
  - identify constraints and access requirements
  - collect additional site information
  - assess health and safety requirements
- If necessary, identify and undertake any enabling works required immediately prior to the *Works* (including, but not limited to vegetation clearance and traffic management).
- Follow any recommendations given by Ecology surveys, the *Client's* Fisheries, Biodiversity and Geomorphology team and the *Client's* National Environmental Assessment and Sustainability team
- Mobilise to site and establish the necessary works (e.g. temporary works) and welfare facilities.
- Ensure that all existing structures, services, mains and any other elements at the sites including the access/egress routes for maintenance vehicles (e.g. for grass cutting) are protected and sustained, and that no damage is caused by the construction activities. In the event that damage is caused to an existing structure, the *Contractor* is to notify the *Client* immediately.
- Demobilise and make good any project related damage to the site.

In addition to this, the *Contractor* shall produce a:

- detailed method statement with accompanying CPP and RAMS and submit these to the *Client's* CDM Principal Designer for acceptance 14 days prior to the *Works*
- Health & Safety File (according to LIT 12521 template) and as built drawings (including any new services) in both pdf file format and hard copy
- Site Waste Management Plan
- Public Safety Risk Assessment

Site Specific Details

<u>Ashley Gauging Station</u>

The *Contractor* shall:

- Deconstruct/demolish the existing wooden kiosk and remove all waste from site. Signage to be retained
- Dismantle the external ducting and cable for the downstream level sensor instrument as far as the first junction box
- Inspect the ducting and report to the condition to the *Client*. If instructed by the *Client*, replace the ducting as a compensation event
- Remove other redundant conduits emerging from kiosk
- Inspect kiosk base and repair any cracks/structural defects prior to installation of new kiosk
- Collect and install the replacement free-issue GRP cabinet. Kiosk contains workbench and is fitted out with plywood on walls. Existing BT line and mains power will be dealt with by the *Client*- please refer to Section 6
- Install ducting (either with existing or replacement conduit as above) from downstream level sensor instrument into the kiosk, ensuring easy and safe access to cable exit and with draw cord to enable the *Client* to pull instrument cables through
- Design, provide and install Kee Klamp fence to enable safe access and egress from the kiosk in compliance with LIT 13220, BS 4592-0, BS 5395 and BS EN ISO 14122
- Replace the wooden post-and rail fencing surrounding the kiosk (~25m indicated in red in Figure 1) and the access gate.
- Invoice costs to code ENV0001105C

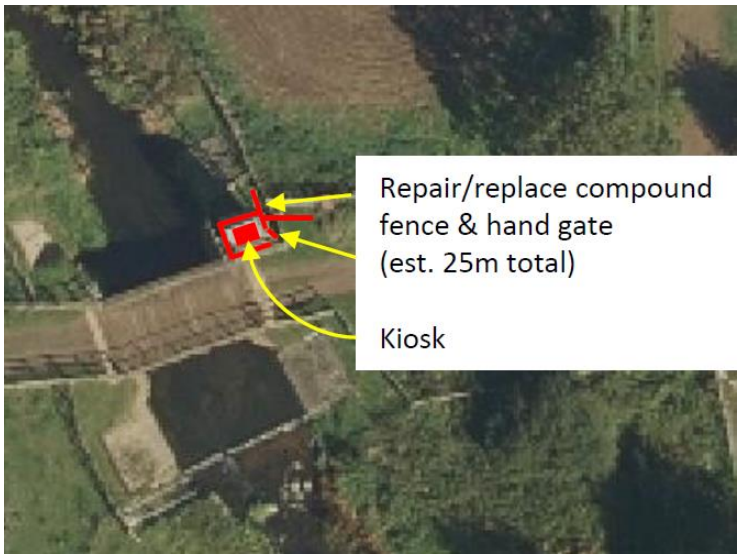

Figure 1: Fencing to be replaced indicated in red

Slade Brook Gauging Station

Ground conditions to be assumed as that shown in borehole records provided by the *Client* (approx. 350m upstream).

The *Contractor* shall:

- Undertake necessary ground investigation and interpret accordingly to confirm assumed ground conditions and determine whether it is suitable to repair and stabilise the existing kiosk or if replacement and ground improvement is required
- Undertake works to stabilise the existing kiosk and repair it to a safe and secure state
- Undertake any necessary ground improvement works, demolish the existing kiosk and undertake design and construction for a replacement kiosk (compliant to LIT 13229), ensuring the new installation will remain safe and secure for a 50-year design life, should the ground conditions be prohibitive for safely retaining and repairing the existing kiosk. The *Contractor* shall provide designs and as-built drawings for any new kiosk and fit it with the following: mains power; lighting; anti-condensation heater with low-temperature tamperproof thermostat; sturdy instrument workbench over stilling wells (braced so it does not subside); flooring (that is resistant to rotting, shrinking and warping, will prevent condensation in the kiosk and will support anyone entering it) and a 1m square backboard to enable fixing of the telemetry outstation (details to be provided by the *Client*) with adjacent multiple electrical socket outlets. BT line will not need to be re-instated.
- Remove all waste from site
- Repair the fencing around the site
- Undertake design and construction of a solution to the cracked access steps from Pytchley Road that is compliant with LIT 13220, BS 4592-0, BS 5395 and BS EN ISO 14122. This may then be instructed by the *Client* as a CE under this contract
- Ensure the kiosk complies with LIT 13229. Note vandalism, insect screen, lining and ventilation requirements
- Invoice costs to code ENV0001105C

Brant Broughton Gauging Station

The *Contractor* shall:

- Design, provide and install new kiosk with dimensions W:1.5m x D:1.5m x H:2m, capable of housing new telemetry equipment (details to be provided by the *Client*)
- Fit the new kiosk with the following: mains power; lighting; anti-condensation heater with low-temperature tamperproof thermostat; flooring (that is resistant to rotting, shrinking and warping, will prevent condensation in the kiosk and will support anyone entering it) and a 1m square backboard to enable fixing of the telemetry outstation (details to be provided by the *Client*) with adjacent multiple electrical socket outlets

- Ensure the kiosk floor level is installed at a height equal to, or above 10.50mAOD and is accessible if the river were to rise to this level. Ensure all equipment inside the kiosk can be installed above 10.70mAOD. Ensure that the kiosk can be opened and accessed to the side of the handrailing
- Ensure the kiosk complies with LIT 13229. Note vandalism, insect screen, lining and ventilation requirements. The kiosk door requires upper and lower handle operated bar locking points and a TT350 L4 key locking the handle. For example, steel kiosk as supplied by Morgan Marine
- Ensure access complies with LIT 13220, BS 4592-0, BS 5395 and BS EN ISO 14122
- Re-cast a larger, sturdier concrete foundation for each fence post indicated in Figure 2 and reuse existing fencing by securing uprights in a Key-Klamp ground socket
- Install ducting from in-channel instrument to upstream stilling well tube (*Client* to provide dimension requirement), with draw pit at the instrument
- Install ducting from upstream stilling well tube to new kiosk (*Client* to provide dimension requirement)
- Install ducting from middle stilling well tube to new kiosk (*Client* to provide dimension requirement)
- Install ducting from highways bridge to new kiosk (*Client* to provide dimension requirement), with draw pit at the bridge
- Provide a draw chord in each duct to enable the *Client* to pull instrument cables through
- Propose a solution (and cost) to the exposed cables at the base of the stilling well tube shown in Figure 3. This may then be instructed as a CE under this contract
- Invoice costs to code ENV0003676C

Figure 2: Existing unstable fencing at Brant Broughton

Figure 3: Exposed cables at the base of stilling well tube

Bardney Gauging Station

The *Contractor* shall:

- Remove and design and replace the existing steps with access that is compliant with LIT 13220, BS 4592-0, BS 5395 and BS EN ISO 14122. It is anticipated that handrails will be required, and the solution will likely comprise of stairs and a platform which operatives can use while opening the kiosk door or a ramp up to the building
- Remove and design and replace the kiosk interior floor with non-corrosive metal grid which is adequate to provide support to anyone entering the kiosk
- Board over the metal mesh around the workbench (to prevent objects falling through the mesh) with a suitable material (capable of supporting anyone entering the kiosk and resistant to rotting, shrinking and warping)
- Remove all waste from site
- Invoice costs to code ENV0003707C

Brayford Pool Gauging Station

The *Contractor* shall:

- Remove and design and replace the existing steps with access that is compliant with LIT 13220, BS 4592-0, BS 5395 and BS EN ISO 14122. It is anticipated that handrails will be required, and the solution will likely comprise of stairs and a platform which operatives can use while opening the kiosk door or a ramp up to the building
- Remove and design and replace the kiosk interior floor with non-corrosive metal grid which is adequate to provide support to anyone entering the kiosk
- Board over the metal mesh around the workbench (to prevent objects falling through the mesh) with a suitable material (capable of supporting anyone entering the kiosk and resistant to rotting, shrinking and warping)
- Remove all waste from site
- Invoice costs to code ENV0003707C

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
LIT13220 - MEICA – Specification – Materials and Mechanical Installations	08/10/2021 v2	No
LIT13229 - Kiosks and Weatherproof Cabinets	03/07/2017 v2	No
LIT16559 - Environment Agency SHEW-COP	14/07/2022 v4	No
CIRIA: Control of water pollution from construction sites. Guidance for consultants and contractors (C532)	2001	Yes
LIT 13258 - *Client* Minimum Technical Requirements – [(412_13_SD01)]	30/12/2021 v12	No
LIT 12521 – Health and Safety File template	24/02/2015 v3	No
Access to the kiosks must meet all current health and safety requirements, including BS 4592-0, BS 5395 and BS EN ISO 14122		Yes

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*.

1. The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the *works*

2. 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.

3. All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative in addition to any statutory body such as the HSE.

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

5. Works at Ashley Gauging Station (and possibly also Slade Brook Gauging Station, dependent on the solution) require the Client to disconnect services into the existing kiosks and reconnect once the *Works* are complete. The *Contractor* must liaise with the *Client* to consider operational continuity for the EA i.e. coordination to minimise downtime as much as possible.

6. Some sites are difficult to access with plant - fences, trees, walls, embankments, services and structures impede access.

7. The Contractor shall ensure no more than 1 of the sites is non-operational (i.e. unable to obtain data from it) at any time
8. Client standards and policies that include sustainability targets for construction materials and practices may need to be incorporated into the construction at the site.
9. The *Contractor* is to consult with the *Client* before using any Hazardous Materials on site.
10. Pollution, ecological and environmental impacts must be considered and properly managed for all elements of the *Works.*
11. Interfaces with the *Works* and existing items on the site: Work areas will need to be defined within the site prior to works commencing.
12. 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.*
13. The Contractor is responsible for the security of the *Works* at the site and is the interface between any visitors and the site operation.
14. A site compound plan and details of vehicle parking and deliveries methodology will need to be confirmed to the *Client* by the *Contractor*, prior to the start of the *Works*.
15. Any substances or materials that are potentially deleterious and could cause the potential to impact the environment will need approval by the *Client* before being brought to site.
16. Any fuels and substances used on site must be kept to a minimum and stored so that there is no possibility of potential contamination of the site or waterways through accidental spillage or vandalism.
17. Any potential lifting activities will require the production and submission of a Lifting Plan by a competent person and submitted to the *Client* for approval prior to the lift taking place.
18. The *Contractor* shall follow the relevant pollution prevention guidance (e.g., CIRIA Guidance: Control of water pollution from construction sites. Guidance for consultants and *Contractor*s (C532D) (Master-Williams, 2001)
19. All *Works* shall be planned and carried out in accordance with constraints imposed to meet requirements of Others (e.g. Waterways/Navigation, Nat England, etc.).
20. The *Contractor* shall obtain all consents, permits and approvals required for the *Works* to be undertaken. For example, a Flood Risk Activity Permit if necessary
21. The *Client* expects all *works* to be undertaken on-site in line with their Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP)
22. The *Contractor* shall consult *Client* on all activities to be undertaken in accordance with their (Environment Agency's National Environment Assessment Service - NEAS) recommendations.
23. All environmental incidents and near misses shall be notified to the *Client.*
24. The *Contractor* shall notify the relevant enforcing authority and take steps to prevent the damage if *Contractor* activities pose an imminent threat to the environment and habitat. If the *Contractor's* activities cause actual environmental damage, the *Contractor* must take remedial action to repair the damage.
25. The Contractor must detail the individual sites in each application for payment so invoices can be allocated to the respective asset.
Working times The *Contractor* will be permitted to work between 7.30am 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) Commissioning, completion and handover dates
(f) Submission date of the as-built drawings

The *Contractor* shall be required to submit on a weekly basis (or as otherwise agreed at the pre-commencement meeting) daily site records.

The programme shall be updated and submitted to the *Client* on a monthly basis to support each payment application to confirm works complete to that assessment date. Any early warning or compensation event that impacts on the completion date shall be supported by an updated programme.

The *Contractor* shall submit a forecast estimate of the value of any expected compensation events by close of play on the 10th of every month.

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

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item	**Date by which it will be provided**
Statutory Notices of Intended Entry for all private land within the site (if necessary) Landowner contact information however, it is the *Contractor's* responsibility to contact landowners and arrange letter drops to residents where required.	At least seven days before the possession dates
GRP kiosk for Ashley Gauging Station	Available for collection whenever required (stored at Peakirk Pumping Station TF1759407261)
The *Client* will remove the telemetry equipment and isolate any services at Ashley Gauging Station and at Slade Brook (if required which will be determined on solution) prior to the *Works*	The *Client* must be given at least 1 weeks' notice of the proposed date for the *Works* and will ensure these actions are carried out prior
The *Client* will provide an ecology survey of the site at Ashley Gauging Station, Slade Brook Gauging Station, Brant Broughton Gauging Station, Bardney Gauging Station and Brayford Pool Gauging Station	Surveys complete for Slade Brook Gauging Station and Brant Broughton Gauging Station. Others TBC
Borehole records taken approx. 350m upstream (BH1 pg 1, BH1 pg 2, BH2 pg 1 and BH2 pg2)	Provided with this document

Site Information

Specific site information for each site, including pre-construction information (PCI) is included within the Site Information Document

Proposed sub-contractors

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