



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)

NEC4 Engineering and Construction Short Contract

Rev C 20/08/24 following Client comment

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land and Water Services Weston Yard Albury Guildford Surrey GU5 9AF
For	Small Works Package Wessex H&T – Fosseway, Codford & Sydling St Nicholas - Design and Build
	Contract Forms <ul style="list-style-type: none"> - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance - Price List - Scope - Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications		
The <i>works</i> are	<p>Fosseway and Codford H&T Gauging Station: Design and build for hut and fence replacement – as described in the Contract Data Section of the Site-Specific Packs.</p> <p>Design and build of new stilling well and balance pipe on right bank at Sydling St Nicholas.</p>	
The <i>site</i> is	<p>Fosseway, Brokenborough, Foxley, Wiltshire, SN16 0RD ST 8913 8702</p> <p>Codford, Chitterne Rd, Warminster BA12 0PR ST 9708 4005</p> <p>Sydling St Nicholas, Dorchester, Dorset, DT2 9PD SY 6324 9964</p>	
The <i>starting date</i> is	To be determined by Land & Water Services' programme, but no earlier than 01/08/2024	
The <i>completion date</i> is	To be determined by Land & Water Services' programme, but no later than 31/03/2025	
The <i>delay damages</i> are	NIL	Per day
The <i>period</i> 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 <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	The Contract Price	
The <i>Client</i> provides this insurance	None	

Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the 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 works	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.	
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.	
Z2.0	Environment Agency as a regulatory authority	
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.	
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.	
Z3.0	Confidentiality & Publicity	
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.	
Z4.0	Correctness of Site Information	

Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The works are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.

Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's Contract Data, Scope and Site Information</i> particular to an individual project is contained within its Site Specific Pack
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Land & Water Services Ltd	
Address for communications	Weston Yard, Albury, Guildford GU5 9AF	
Address for electronic communications	[REDACTED]	
The fee percentage is	As framework	%
The people rates are	As framework	
category of person	unit	rate
The published list of Equipment is		As framework
The percentage for adjustment for Equipment is		As framework

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is £180,459.02

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 20/08/2024

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

Signed on behalf of the *Client*

Name

Position

Signature

Date	

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
	Codford				
	Preconstruction and design				
1	Site start up meeting with Client. To gain an understanding of the site constraints, specifically with regards access and buildability. Review available information	Sum	1.00	830.25	830.25
2	Asbestos Demolition Report	Sum	1.00	1,565.18	1,565.18
3	GPR Survey	Sum	1.00	2,091.00	2,091.00
4	Trial Hole and Shear vane testing	Sum	1.00	1,097.04	1,097.04
5	Topo Survey	Sum	2.00	1,168.50	2,337.00
6	Detail design, including drawings and specification, DRA, and RAG list	Sum	1.00	10,760.04	10,760.04
7	Produce Environmental Action Plan for the construction phase (PEA by client)	Sum			
8	Prepare PCI information	Sum	1.00	831.69	831.69
9	Construction Phase Plan	Sum	1.00	1,305.03	1,305.03
10	FRAP	Sum			
	Site Works				
11	Mobilise	Sum	1.00	2,819.90	2,819.90
12	Management, Welfare and Prelims	Sum	1.00	10,467.06	10,467.06
13	Demolish Redundant hut	Sum	1.00	3,149.05	3,149.05

14	New Building	Sum	1.00	19,944.71	19,944.71
14-1	<i>Repairs and slab raising</i>	Sum	1.00	3,290.50	
14-2	<i>Blockwork</i>	Sum	1.00	4,213.49	
14-3	<i>Roof</i>	Sum	1.00	2,774.64	
14-4	<i>Door</i>	Sum	1.00	3,763.80	
14-5	<i>External Cladding</i>	Sum	1.00	3,570.20	
14-6	<i>Internal Fitout</i>	Sum	1.00	2,332.08	
15	External works	Sum	1.00	11,644.05	11,644.05
15-1	<i>Power duct</i>	Sum	1.00	2,112.65	
15-2	<i>Earth Lattice</i>	Sum	1.00	1,405.40	
15-3	<i>Ladder</i>	Sum	1.00	3,162.70	
15-4	Gauge board	Sum	1.00	702.70	
15-5	<i>Kee Klamp fence and gate</i>	Sum	1.00	2,635.40	
15-6	<i>Reinstate fence and gate</i>	Sum	1.00	2,327.90	
16	Clear Site	Sum	1.00	4,225.30	4,225.30
17	H&S File and As Builts	Sum	1.00	1,420.04	1,420.04
Codford Total					£74,487.34
Fosseway					
Preconstruction and design					
1	Site start up meeting with Client. To gain an understanding of the site constraints, specifically with regards access and buildability. Review available information	Sum	1.00	830.25	830.25
2	Asbestos Demolition Report	Sum	1.00	1,565.18	1,565.18
3	GPR Survey	Sum	1.00	2,091.00	2,091.00
4	Trial Hole and Shear vane testing	Sum	1.00	1,097.04	1,097.04
5	Topo Survey	Sum	2.00	1,168.50	2337.00
6	Detail design, including drawings and specification, DRA, and RAG list	Sum	1.00	8,185.65	8,185.65
7	Produce Environmental Action Plan for the construction phase (PEA by client)	Sum			
8	Prepare PCI information	Sum	1.00	831.69	831.69
9	Construction Phase Plan	Sum	1.00	1,305.03	1,305.03
10	FRAP	Sum			
Site Works					

11	Mobilise	Sum	1.00	3,196.28	3,196.28
12	Management, Welfare and Prelims	Sum	1.00	8,373.72	8,373.72
13	Demolish Redundant hut	Sum	1.00	3,901.81	3,901.81
14	New Building	Sum	1.00	18,184.33	18,184.33
14-1	<i>Minor repairs to slab</i>	Sum	1.00	2,089.28	
14-2	<i>Blockwork</i>	Sum	1.00	4,683.35	
14-3	<i>Roof</i>	Sum	1.00	3,151.02	
14-4	<i>Door</i>	Sum	1.00	3,763.80	
14-5	<i>External Cladding</i>	Sum	1.00	2,164.80	
14-6	<i>Internal Fitout</i>	Sum	1.00	2,332.08	
15	External works	Sum	1.00	2,704.28	2,704.28
15-1	Power duct	Sum			
15-2	<i>Reinstate fence</i>	Sum	1.00	2,704.28	
17	Clear Site	Sum	1.00	4,978.06	4,978.06
18	H&S File and As Builts	Sum	1.00	1,420.04	1,420.04
	Fosseway Total				£61,001.36
	Sydling				
	Preconstruction and design				
1	Site start up meeting with Client. To gain an understanding of the site constraints, specifically with regards access and buildability. Review available information	Sum	1.00	830.25	830.25
3	GPR Survey	Sum	1.00	2,091.00	2,091.00
4	Trial Hole and Shear vane testing	Sum	1.00	1,097.04	1,097.04
5	Topo Survey	Sum	2.00	1,168.50	2337.00
6	Detail design, including drawings and specification, DRA, and RAG list	Sum	1.00	7,773.60	7,773.60
7	Produce Environmental Action Plan for the construction phase (PEA by client)	Sum	0	0	0
8	Prepare PCI information	Sum	1.00	831.69	831.69
9	Construction Phase Plan	Sum	1.00	1,305.03	1,305.03
10	FRAP	Sum	0	0	0
	Site Works				
11	Mobilise	Sum	1.00	2,670.95	2,670.95
12	Management, Welfare and Prelims	Sum	1.00	5,530.42	5,530.42

13	Supply and install stilling well and free issue cabinet	Sum	1.00	12,940.83	12,940.83
14	Fence and gate	Sum	1.00	3,256.27	3,256.27
15	Gauge Boards by client	Sum			
16	Clear Site	Sum	1.00	2,886.20	2,886.20
17	H&S File and As Builts	Sum	1.00	1,420.04	1,420.04
	Sydling Total				£44,970.32
The total of the Prices				£180,459.02	

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

As defined in the Site-Specific Packs:

Small Works Package Wessex H&T – Fosseway Design and Build

Small Works Package Wessex H&T – Codford Design and Build

Small Works Package Wessex H&T – Sydling St Nicholas Design and Build

1.1 Project background

1.1.1 The Wessex H&T Capital Programme has three hut replacement projects in 24/25 at Fosseway, Codford and Sydling St Nicholas existing flow stations (respectively ST 8913 8702, ST 9708 4005, SY 6324 9964). The three telemetry huts are showing signs of deterioration and are no longer fit for purpose. It requires removal and replacement.

1.1.2 The Fosseway gauging station hut is located to the West of Malmesbury on the river Avon and was built in the 1960s on privately owned land with no existing agreement or lease in place. The Codford gauging station hut is located West of Chitterne Road at Codford. The gauging station is on privately owned land without a known agreement in place. The Sydling St Nicholas hut, located on the Sydling water, is red carded and a new stilling well is to be built on the right bank (opposite bank from the current hut). No ownership was

identified for the new location. The huts provide level/flow data serving both Flood Risk Coastal Management & Water Resources departments.

1.1.3 This project's primary objective is to replace the existing huts at Fosseway and Codford urgently. In their current state, these huts pose significant health and safety risks for our operatives. The huts will be removed and replaced with new ones. The hut at Sydling St Nicholas is also presenting risks for the H&S. While we are not planning to remove the hut at the existing location, a new stilling well is to be installed on the opposite riverbank.

The secondary objective of this Project is to provide a detailed design to repair the existing weir and refurbish the fence at Fosseway. The weir repair will be done as part of a separate Project (detailed design only to be provided as part of this Contract) to avoid Programme constraints. Fences will be added to the Codford and Sydling St Nicholas sites to enhance the operators' safety further.

1.1.4 The Contractor is responsible for carrying out detailed design and build to deliver the preferred option to the Client.

1.2 Description of the works

1.2.1 The works are:

- 1.2.1.1 Design and build of new kiosks at Fosseway and Codford. Required excavation and ducting to existing Power Pole to allow power connection to the new kiosk at Codford.
- 1.2.1.2 Design and build of new stilling well at Sydling St Nicholas.
- 1.2.1.3 Design of weir repair at Fosseway.
- 1.2.1.4 Contractor to provide pre-construction/supporting documentations (non-exhaustive list): PCI, CPP, RAMS (heritage toolbox talk to be attached), CEMP, H&S file, traffic management plans, GPR, topo, FRAP.
- 1.2.1.5 Vegetation clearance ahead of accessing the site and compound location (where necessary).
- 1.2.1.6 Site mobilisation and set up compound.
- 1.2.1.7 CAT scan area and identify services.
- 1.2.1.8 Set up temporary works – fall from height risk into channel.
- 1.2.1.9 Demolish and removal of existing telemetry hut and section of post and rail fencing (Fosseway and Codford only). Materials to be removed off site for disposal with relevant waste management plan, materials to be recycled where possible.
- 1.2.1.10 Construction of new telemetry hut (re-using existing concrete base where possible) and pouring addition slab where necessary (Fosseway and Codford only)
- 1.2.1.11 Construction of new stilling well in the opposite riverbank (Sydling St Nicholas only).
- 1.2.1.12 Reinstate/install fences and install new gate latch to prevent public access.
- 1.2.1.13 Remove temporary works and demobilise from site.

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

1.3 Site Progress Meetings

Frequency: weekly meetings through the awarded programme.

Chairperson (who will also take and distribute minutes): Client's Project Manager

1.4 Access to the Site

1.4.1 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.

1.5 Site Restrictions

1.5.1 Archaeological contractor monitoring and recording groundworks required at Sydling St Nicholas.

1.5.2 Any in channel work must be outside of the Salmonid spawning period (1st Nov to 30th April inclusive).

1.5.3 Ecological Clerk of Works (EcOW) required for work done from February to October.

1.5.4 The storage of materials/waste will undertake on areas of hard standing or bare ground and should be raised on pallets.

1.5.5 Have a mobile bat box and gloves on site during the works at Fosseyway and Codford.

1.6 Completion

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.

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

- The Contractor shall be responsible for ensuring the design is acceptable to the Client, gaining formal approval.
- The Contractor shall undertake the mitigation actions outlined in the Environmental Action Plan (EAP).
- 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.

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.
- A completion certificate will be issued on a project basis prior to the Client taking over the Site.
- The whole of the Works has been completed in accordance with the Scope.
- There are no Defects that prevent safe access and operation by the Client. There are no Defects that present a health and safety hazard to the public or landowners.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
N/A	1	Site Specific Pack Information – further detail of the works required

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
SHEW CoP	V6	yes
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	yes

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

As defined in the Site-specific Packs.

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

All communications from the Contractor to the Client shall be sent to Florelle Cloarec.

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.

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.

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

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.

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.

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.

Works will require the Contractor to obtain a Flood Risk Activity Permit from the Environment Agency where required. The Contractor shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The Contractor shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The Contractor shall be responsible for all costs associated with permit applications. The Client has, where possible, started the application process which will need to be transferred to the Contractor and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with Client's Project Manager prior to applying for permits.

The Contractor will need to work with the Client to ensure that data continuity continues during the new kiosk construction and the old hut removal.

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.

Land access at Sydling St Nicholas is by foot only.

Where the Contractor requires access to any occupied premises, or third-party land the Contractor shall consult with the Client's estates Team to secure access.

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.

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

The Client requires twenty-four (24) hour / seven (7) days per week emergency contacts from the Contractor including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the Contractor.

The Contractor shall be responsible for arranging all rights of way, road, car park and footpath closures, diversions and related work.

Any connection to third party assets required as part of the scheme shall be completed through liaison with the Client's Estates team, which may include the Client using their statutory powers under the Water Resources Act 1991.

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

The *Contractor* submits his programme with the *Contractor's Offer* for acceptance. The *Contractor* shows on each programme which they 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

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

Item	Date by which it will be provided
Access to Site through EA Estates	To be confirmed post award.

Ecological Clerk of Works	As programme
Archaeologist	As programme
<h1>Site Information</h1>	
<p>The site</p> <p>1) Description: Fosseway, Brokenborough, Foxley, Wiltshire, SN16 0RD Location: ST 8913 8702 Refer to in the defined Site-specific Pack: Small Works Package Wessex H&T – Fosseway Design and Build</p> <p>2) Description: Codford, Chitterne Rd, Warminster BA12 0PR Location: ST 9708 4005 Refer to in the defined Site-specific Pack: Small Works Package Wessex H&T – Codford Design and Build</p> <p>3) Description: Sydling St Nicholas, Dorchester, Dorset, DT2 9PD Location: SY 6324 9964 Refer to in the defined Site-specific Pack: Small Works Package Wessex H&T – Sydling St Nicholas Design and Build</p>	
<p>Existing utilities and services</p> <p>Drawings: See enclosed utility searches</p> <p>Other information: N/A</p>	
<p>Health and safety file</p> <p>Issue details: To be confirmed if available.</p>	
<p>Access to site</p> <p>Description: An indicative site access plan is included in the site-specific pack. To be agreed collaboratively ahead of the work on-site.</p> <p>Limitations: vehicle loads limitation at Fosseway due to Heritage concerns. To be further discussed ahead of the work on-site.</p> <p>Access for inspections: to be agreed collaboratively ahead of the work on-site.</p>	
<p>Use of the site</p> <p>General: The river Avon at Fosseway and the Chitterne Brook at Codford are a flow measuring structures operated and maintained by the Environment Agency. The assets are privately owned by the landowner.</p> <p>The Sydling water at Sydling St Nicholas is also used for flow measuring. The new asset will be located on an unregistered land.</p> <p>Limitations: Landowners require notification from EA Estates prior to being on site (Fosseway & Codford).</p> <p>The welfare and compound area to be positioned over a mat at Fosseway to not disturb the ground.</p>	
<p>Surrounding land / building uses</p> <p>General: Adjacent and nearby uses are as follows: an open field at Fosseway and Codford (Farmlands).</p> <p>A residential site on both sides at Sydling St Nicholas.</p>	

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:

- Boggy ground at Fosseway in winter.
- Access to the works is restricted by HV overhead cables.

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.

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:	