



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Asset Operation, Maintenance and Response (Asset OMR) Framework For Lot 2 MEICA (Refurbishment and Maintenance)

Template version history

V 1	Go live template
V 1.1	Reversion to Bidder pack version
V 1.2	Amendment to include guidance from go live template, updated reference documents, corrected x8 and Z110 and pre-population of fields where possible

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response (Asset OMR) Framework

Lot 2 MEICA (Refurbishment and Maintenance)

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	█████ Fairfield's Control Systems Limited
For	Teddington Barge Lock Tail Gates Sluices Modification Works
	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	To assess the current operating system and construct a workable solution for upgrading the manual gearboxes to electric actuators, thereby enhancing ease of use for lock staff/operators.	
The <i>site</i> is	Teddington Barge Lock, Teddington, London, TW11 9NG NGR (barge lock): TQ 16579 71652.	
The <i>starting date</i> is	14/08/2025	
The <i>completion date</i> is	08/01/2026	
The <i>delay damages</i> are	£ 160.73	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	104	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	Nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this		

definition of the *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 <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	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 <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the <i>Works</i>	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 £2,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator</i> nominating body 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	Sub-contracting
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 <i>subcontractor</i> 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 subcontractors and suppliers will be no more than 30 days from receipt of a valid invoice.
Z2	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	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4	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	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	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	<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.
Z7	Change to Compensation Events
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"> • 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	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	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	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11	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	Packaging
Z12.4	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
Z110	Inflation (Lot 2)
Z110.2	At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the Contract Date and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Average Weekly Earnings index (Construction)(AWE) 1 – month rate] The Average Weekly Earnings index (Construction)(AWE) 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the [Client set] total of the Prices. If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Fairfield Control Systems Limited	
Address for communications	Randall Parkway, Retford, Nottinghamshire DN22 7WF	
Address for electronic communications	sales@fairfields.co.uk	
The fee percentage is	■	%
The people rates are	Defined in the AOMR framework submission (Plus below)	
category of person	unit	rate
■ ■ ■	Per hours (0800 to 1600)	■
■ ■ ■	Per hours (0800 to 1600)	■
The published list of Equipment is		N/A
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 £338,624.01

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 11/08/2025

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 13 August 2025

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	Schedule of works	Sum			
2	Site survey work.	Item	1		
3	Project management documentation and other tasks	Sum	1	£	
4	Detailed Design (production of a Functional Design Specification)	Item	1	£	
5	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	Sum	1	£	
6	Preparation of a detailed Construction Phase Plan (CPP) in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the <i>Client</i> before commencement on site.	Sum	1	£	
7	All licences, permits and approvals necessary to Provide the Works (<i>Contractor</i> to detail)	Sum	1		
8	Site Preliminaries	Sum	1		
9	Removal of Existing Manual Gearboxes	Sum	1		
10	Installation of New Support Shafts/Reinforcement (if required)	Sum	0		
11	Installation of Electric Actuators	Sum	1		
12	Installation of Electrical Cables	Item	1		
13	Installation of Single Point of Operation Control Panel	Sum	1		
14	Blanking Plates	Sum	1		
15	Site management	Sum	1		
16	Commissioning	Sum	1		
17	Site Acceptance Testing	Sum	1		
18	Operator Training	Sum	1	£	
19	Factory Acceptance Testing	Sum	1		

The price list has been completed in line with the structure requested. A detailed activity schedule will be produced to allow application for payments against. The price list contains sensitive information, and it should be redacted before issuing publicly.					
The total of the Prices					£338,624.01

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 Teddington Lock is a critical point on the Navigational Thames, with the Barge Lock currently being the sole operational lock. The Launch Lock is awaiting a project restart to rehabilitate it, limiting overall navigation. The Barge Lock is currently experiencing frequent breakdowns, a significant issue being the loss of water from the middle sluice culvert during filling. This water loss compromises the lock's resilience. To compensate, the lock gates' sluices are currently being used to empty the chamber. Due to their age and infrequent use, the manual operation of these sluices poses a concern for lock staff. The current system involves four spindles connected to eight sluice gates, operated by four manual gearboxes. Manual handwheel operation is not feasible, necessitating the use of a power winder.

The Environment Agency (EA) must maintain the operation of the Barge Lock as it is a Statutory Navigational requirement and a high priority for emergency services, including the RNLI.

1.1.2 The project's objective is to assess the current operating system of the Barge Lock's sluices and propose a workable solution to enhance operational efficiency and resilience. This primarily involves upgrading the existing manual gearboxes to electric actuators for ease of use by lock staff/operators.

1.1.3 The proposed modifications to the Barge Lock aim to maintain consistent resilience for all boating traffic, ensuring continued navigation and enabling the Environment Agency to uphold its statutory duties under the Thames Conservancy Act 1972. This will be achieved through the following key upgrades:

- **Automated Sluice Operation:** The four manual gearboxes on the Barge Lock's middle gates will be replaced with electric actuators. This upgrade will allow for simultaneous, single-point operation of all eight sluice gates, significantly improving efficiency.
- **Infrastructure Assessment & Upgrade:** The support shafts will be evaluated and potentially upgraded to accommodate the heavier electric actuators, and the remaining blanking plates are to be installed.
- **Electrical System Rerouting:** New electrical cables will be routed under the lock gates and through existing structures to connect to the right bank lock gate. The current electrical system will also be confirmed as 3-phase.
- **Compliance & Approval:** All work will adhere to the Environment Agency's Minimum Technical Requirements (MTRs) and will require acceptance from MEICA Supra Advisors.

1.2 Description of the works

1.2.1 The *works* are outlined in the Teddington Barge Lock Tail Gates Sluices Modification User Requirement Specification URS.

1.3 Contractor's design

1.3.1 The *Contractor* shall design the *works* in accordance with the Teddington Barge Lock Tail Gates Sluices Modification URS.

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 besides the *Client* and *Contractor* that are relevant to the Scope of the contract.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*.

- To receive contact information and schedules for the period of the works for the regular operations and maintenance by the Asset Performance and MEICA teams.
- The *Contractor* shall receive advance notification of any regular or planned access by any EA teams for operation or maintenance,
- The *Contractor* shall co-operate and share the Site to provide all reasonable access to Others as needed for legitimate purposes including operations, maintenance, and flood risk management.

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.
- 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 Deliverables are as per those stated in the Teddington Barge Lock Tail Gates Sluices Modification URS.

1.8 Weather Measurements

1.8.1 If weather conditions prevent all work on the Site, the *Contractor* shall make a contemporaneous record of this in FastDraft (Records>*Contractor* Weather Register) to ensure that any 60.1(9) compensation event can be correctly assessed.

1.9 Quality Management

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

- Refer to Teddington Barge Lock Tail Gates Sluices Modification URS.

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

- Refer to Teddington Barge Lock Tail Gates Sluices Modification URS.

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.

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:

- Any working areas/compound areas outside those provided by the *Client*.

1.11 Health, Safety & Environment

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

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

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.

1.12.2 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.

1.12.3 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

1.13.1 Refer to Teddington Barge Lock Tail Gates Sluices Modification URS.

Materials from Excavation and demolition

1.13.2 Unless otherwise stated, the *Contractor* has the right to salvage all materials arising from excavation and demolition, with the exception of any gearboxes, which the *Client* wishes to retain.

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 [delete, add or amend to the following examples as required for each specific project:

- 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.
- Any other works stated within the Teddington Barge Lock Tail Gates Sluices Modification URS.

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
 - Operation and Maintenance Manual

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, 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. *Contractor* will wait for confirmation of invoice acceptance before submitting to SSCL

- ea_invoices-pa@environment-agency.gov.uk then
- apinvoices-env-u@gov.sscl.com

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Site visits when directed by the *Client*, and online meetings every two weeks.

1.16.2 Location: On Site (Teddington Barge Lock) and Online as relevant for the stage and purpose, as notified by the *Client*.

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
3		Blanking Plate 3.pdf
5		Blanking Plate 5.pdf
C3220		C3220 Teddington Barge – GA of Installed plates.pdf

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
SHEW CoP	V 7 2023	
Environment Agency Specification. 2024-2028 Asset Operation, Maintenance and Response Framework For Lot 2 – Mechanical and Electrical, Instrumentation, Control and Automation (MEICA)	V 1.7	
Code of practice for electrical safety (CoPES): Part 1:	V 3	
Code of practice for electrical safety (CoPES): Part 2:	V 4	
MEICA Standard Specification	V5	
Minimum Technical Requirements	V 13	
Exchange Information Requirements (BIM)	V 3	
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	

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

4.1 Protection against Damage

4.1.1 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 Teddington Barge Lock Tail Gates Sluices Modification URS.

4.1.2 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.

4.1.3 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.

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

4.1.5 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.

4.1.6 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.

4.1.7 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.

4.1.8 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*.

4.1.9 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.

4.1.10 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*.

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

4.1.12 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 their own risk.

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

4.1.14 Two (2) working days' notice must be given to the *Client* in advance of completion of the *works*.

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

4.1.16 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.

4.1.17 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*.

4.1.18 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* upon request.

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

4.1.20 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.

4.1.21 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.

4.1.22 No fires may be lit on Site unless expressly authorised by the *Client*.

4.5 Permits

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

4.5.2 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. 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* prior to applying for permits.

4.2 Choice of Equipment

4.2.1 The *Contractor* shall choose the most appropriate Equipment to complete the *works*.

4.2.2 The *Contractor* ensures that all Equipment is maintained.

4.2.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.

4.2.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.3 Permits

4.4 Working times

4.4.1 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*.

4.5 Site Restrictions

4.5.1 Refer to Site information.

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,

- Refer to Teddington Barge Lock Tail Gates Sluices Modification URS.

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

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

Guidance

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
Site Information	23/06/2025
Hazard Map	23/06/2025
Fastdraft Access	20/07/2025
User Requirements Specification (URS)	23/06/2025

Site Information

The Pre-Construction Information (PCI) documents, which can be found in 'Teddington Barge Lock Tail Gates Sluices Modification PCI-v1' will provide relevant information for each Site and the specific area of work, including:

- Site description
- Existing utilities and services
- Areas where the *Contractor* may be able to install a site compound and/or parking.
- Service searches showing known utilities services at each Site
- Photographic records for each site
- Site investigations

- Site location plans
- Health and Safety file
- Access to site
- Use of the site
- Surrounding land / building uses
- Health and safety hazards

All contents of the PCI are for guidance and are not to be interpreted as scope or instruction, nor should it be assumed *Client* facilities or land will be available for use.

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:	

Appendix 1 - Project Information Delivery Plan