

ECSC Contract Template

Use the template on the pages that follow to assist you when preparing an NEC4 Engineering and Construction Short Contract (ECSC) under the

Asset Operation, Maintenance and Response (Asset OMR) Framework

For Lot 3 Vegetation Management, Landscape and Habitat Creation

Note to *Clients*: Please read before use.

Use the tables on the next page to record project, contract and version information.

This template has guidance notes in boxes, where relevant text needs to be added this is in [brackets]. Text prepopulated in Black should remain unaltered and is integral to effective contract management. All [brackets] and boxed guidance text should be removed before Scope is added into ECSC.

As a matter of clarity please define all abbreviated terms. They are prevalent within the Environment Agency (EA) but may detract from the clear communication of your requirements unless they are spelled out in full.

NEC4 Reminder: Items in the Contract Data (e.g. *fee percentages*) should be written *italics*. Defined Terms (e.g. Compensation Events) should be written with Capital Letters. Some terms may be both Capitalised and *italicised* (e.g. *Client or Consultant*) being both a Defined Term and included in the Contract Data.

The Scope is owned by the Environment Agency but can be contributed to by any project party prior to Pricing. Use the best skilled professional in a technical area. Ensure stakeholders have checked the document for pricing for areas of their interest. It is much preferable to resolve differences of opinion prior to contract commitment than after, whether that difference is within the EA, with key stakeholder or with the supplier.

Engage with FOTCAs, NEAS Landscape Contracts Support, Local Delivery Lead, EA Project Manager, End User, Contractor (if relevant).

Ensure the full document including the Scope is checked by the Commercial Services Manager (IDT) before issue for Pricing.

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework
Lot 3 Vegetation Management, Landscape and Habitat Creation

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	River Stewardship Company
For	Provision of Vegetation, Landscaping and Asset Maintenance and Works – East Anglia and Lincolnshire (EAN/ LNA)
	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	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications [Project Manager]	[REDACTED]	
	The <i>Contract Administrator</i> is	
Name	[REDACTED]	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Aquatic Vegetation Management	
The <i>site</i> is	[REDACTED]	
The <i>starting date</i> is	Wednesday 26 th June 2024	
The <i>completion date</i> is	Thursday 31 st October 2024	
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	2	weeks
The period between completion of the <i>works</i> and the <i>defects date</i> is	52 weeks	
The <i>defects correction period</i> is	4	Weeks, except that
The <i>defects correction period</i> for	works requiring completion within specific season	works to be completed within current or next suitable season
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 Landscape Institute 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	0.5	% per complete week of delay.
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Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	1.2x the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	The <i>defects date</i> plus 2 years
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The <i>defects date</i> plus 2 years
The <i>Adjudicator nominating body</i> is	The Landscape Institute	
The <i>tribunal</i> is	Litigation in the courts	

Contract Data

The *Client's* Contract Data

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

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 subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed <i>subcontractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to <i>subcontractors</i> and <i>Delivery Partners</i> will be no more than 30 days from receipt of correct invoice.
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 <i>works</i> does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> 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 <i>works</i> which the Scope states they are to design.

Z6.3	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
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 <i>subcontractors</i> • 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	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
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
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack.

Z13	Contract Administrator
Z13.1	<p>Under Clause 14.5, the <i>Client</i> may delegate their actions defined in the contract to the <i>Contract Administrator</i> except for:</p> <ul style="list-style-type: none"> • <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works • Clause 16 Access to the <i>site</i> and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination <p>The <i>Client</i> may replace the <i>Contract Administrator</i> after they have notified the <i>Contractor</i> of the name of the replacement.</p>
Z14	Inflation
Z14.1	<p>At the Contract Date the total of the Prices includes sums to cover inflation until Completion.</p> <p>On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.</p>

Contract Data

The *Contractor's* Contract Data

The *Contractor* completes this section.

	The <i>Contractor</i> is	
Name		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are	As per AOMR priced workbook	
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

Sub-contractors

The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

	Name and address of proposed subcontractor	Nature and extent of work
1.	Watson's Workboats Stone End Church Street Nettleton LN7 6NP Form of Contract: Work Order	Weed Cutting Operations – Supply and operating weed cutting boats
2.	Number Nine Solutions 8 Ashby Meadows, Spilsby, Lincolnshire, United Kingdom, PE23 5DN Form of Contract: Work Order	Project Management Support – Supervision of works including H&S supervision
3.	Form of Contract:	
4.	Form of Contract:	

Contract Data

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

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

The offered total of the
Prices is

[REDACTED]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 3 Pricing Workbook. The detailed price breakdown reference is Aquatic Vegetation Management – Ancholme.

Ref	Description	Sub total
A	Contract Preliminaries	
C20	Demolition	
D20	Excavating and Filling	
E10	Mixing/ casting/ curing in situ concrete	
E30	Reinforcement for in-situ concrete	
E41	Worked finishes to in situ concrete	
F10	Brick/ block walling	
F20	Natural stone rubble walling	
J30	Liquid applied tanking / damp proofing	
N91	External signage and interpretation	
S14	Irrigation	
P30	Trenches, pipeways and pits for buries engineering services	
Q10	Kerbs/ edgings/ channels/ paving accessories	
Q20	Granular sub-bases to roads/ pavings	
Q22	Asphalt roads/ pavings	
Q23	Gravel / hoggin / woodchip / resin bound roads / pavings / overlays	
Q24	Interlocking brick / block roads / pavings	
Q25	Slab / brick / sett / cobble pavings	
Q28	Topsoil and soil ameliorants	
Q30	Seeding/turfing	
Q31	External planting	

Q31	Wetland planting	
Q40	Fencing	
Q50	Site / street furniture / equipment	
R12	Below ground drainage systems	
R13	Land drainage	
Q35	Establishment Maintenance Costs (YEAR 1)	
Q35	Establishment Maintenance Costs (YEAR 2)	
Q35	Establishment Maintenance Costs (YEAR 3)	
Q35	Establishment Maintenance Costs (YEAR 4)	
Q35	Establishment Maintenance Costs (YEAR 5)	
Q35	Establishment Maintenance Costs (YEAR 6)	
Q35	Establishment Maintenance Costs (YEAR 7)	
Q35	Establishment Maintenance Costs (YEAR 8)	
Q35	Establishment Maintenance Costs (YEAR 9)	
Q35	Establishment Maintenance Costs (YEAR 10)	
	Aquatic Vegetation Management / Weed Cutting:	
	River Ancholme (A) – Middle Ancholme (2 cuts)	
	River Ancholme (B) – Old River / Brigg Loop (2 cuts)	
	River Ancholme (C) – Lower Ancholme (1 cut)	
	River Ancholme (D) – Upper Ancholme (1 cut)	
The total of the Prices		

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

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

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

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required

but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

Scope

1. Description of the works

The *Contractor* is to undertake the annual aquatic vegetation management programme on the River Ancholme. This will consist of the following:

Watercourse	Start Grid Ref:	End Grid Ref:	Section Length (km)	No. of cuts
River Ancholme (A) – Middle Ancholme	SE 99238 07831	TF 02003 94402	17.5	2
River Ancholme (B) – Old River / Brigg Loop	SE 99238 07831	SE 99485 05704	2.7	2
River Ancholme (C) – Lower Ancholme	SE 97510 21040	SE 99238 07831	13.5	1
River Ancholme (D) – Upper Ancholme	TF 02013 94359	TF 03162 91108	3.6	1

Sections (A) and (B) will receive their first cuts between 24th June – 19th July. All sections will receive a cut between 5th August – 27th September. Exact programme dates to be agreed with *Client*.

The river is to receive a '2/3 width' cut in line with the specification found within Appendix B. Arisings to be deposited on the banks of the river, without blocking or obstructing: footpaths, access and egress points (including fishing platforms and areas), assets such as outfalls and inlets, measuring apparatus or navigation assets (whether EA or 3rd party owned).

DO Levels are to be monitored throughout and reported daily to the *Client*. A pump is to be used throughout to circulate water as a proactive measure against drops in DO Levels.

Detailed information can be found within appendices.

The *Contractor* shall provide a Construction Phase Plan (CPP), Risk Assessment and Method Statements (RAMS) and any other relevant information related to the maintenance/ project works, to address the Pre-Construction Information (PCI) that the *Client* has identified.

This Contract will be managed and administrated through the Fast Draft system.

There may be a requirement to complete additional aquatic vegetation management on the River Ancholme and other rivers in the Lincolnshire and Northamptonshire region. This work will be requested by the *Client*, scoped and requested in the form of a CE.

1.1 Project background

1.1.1 The Environment Agency (EA) is the Navigation Authority for defined sections of the Rivers (and some tributaries) on the River Great Ouse, Nene, Stour, Welland & Glen, Ancholme, and Black Sluice/ South Forty Foot.

- The EA has various statutory powers under the Anglian Water Authority Act 1977 and other legislation, to maintain and improve inland and tidal navigation.

- Vegetation Management and Landscape works are required to ensure the Anglian Waterways sites and Navigation are safe, presentable and accessible to boaters using the Statutory Navigation. 1.1.2 These works are required to maintain navigation assets and public access for boating customers on the EA Waterways Navigations systems. Asset maintenance is managed by EA's Anglian Waterways Team, which covers the Lincolnshire and East Anglian regions.

1.1.3 This contract covers Waterways asset maintenance works, which are required to be undertaken on behalf of the EA's Anglian Waterways Team. Works include (but are not limited to) grass cutting, tree works and inspections, in-channel vegetation management, landscaping works, site and asset cleaning and painting.

1.1.4. Works Information including PCI, Works Scope, Specifications, Site Locations and Plans, Access Maps, Site Hazards, SHEWCoP, Environmental Information, HASLE and ELENS are included in Appendices or will be supplied as relevant to the Works.

1.2 Description of the works

1.2.1 The *works* and specifications are outlined in the attached PCI and Appendices A-H

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

1.3 Contractor's design

1.3.1 None required for this contract.

1.3.2 Where designs are required as part of any additional works to this contract, these will be requested, scoped and instructed separately as CE's.

1.4 Accommodation

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

1.5 Access to the Site

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

1.6 Sharing the Site with the *Client* and Others

1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract. These are outlined in the PCI.

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

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

1.7 Management of the Works

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

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

- Project start meeting
- Monthly progress meetings from the *starting date* to the end of the Contract, at a frequency requested by the *Client*. The *Client* confirms the date and venue of these meetings. The *Client* chairs and may record these meetings.
- Monthly commercial meetings from the *starting date* to the end of the Contract. 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 or provide a progress update to the *Client* during progress meetings (to be specified by the Client) and submit an updated programme a minimum of 2 working days ahead of the monthly progress meeting. This update:

- 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.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: at the Works Location(s), as specified in the PCI and Appendix C (Location Maps). This should be recorded in the Contractor's Daily Dynamic Risk Assessment.

1.8.2 The weather measurements are to be supplied by: Contractor to arrange and supply weather measurements, where requested by the *Client*

1.9 Quality Management

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

- Contractor to assess site access routes, and suitability for plant/ vehicle access.
- Contractor to assess site environmental considerations and possible habitat constraints. These must be shared and communicated with the *Client* prior to any works commencing.
- Contractor to assess site and adjacent land use or site constraints (e.g. angling spots)
- Contractor to assess ground conditions on site and access routes, and associated accessibility for plant and vehicular or pedestrian access.
- Contractor to check for presence of overhead utilities or private utilities
- Contractor to record photographic evidence to document completion – to include at minimum a “before” and “after” photo where practicable.
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1.9.2 The *Client* shall carry out the following tests and inspections:

- The Client shall provide information to the Contractor [INSERT project specific requirements for joint tests and inspections, e.g. setting out, tree protection, fencing, topsoil, plant material etc.]

1.9.3 Until the *defects date*, the *Client* shall instruct the *Contractor* to search for a defect.

1.9.4 The *Client* shall notify a defect to the *Contractor* at any time before the defects date.

1.9.5 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.9.6 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.9.7 The *Client* shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:

- The end of the last defect correction period and
- The date when all notified defects have been corrected.

1.9.8 The *Contractor* and the *Client* may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the *Contractor* and the *Client* are prepared to consider the change, the *Contractor* shall submit a quotation for reduced Prices or an earlier completion date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.9 If the *Contractor* has not corrected a notified defect within its defect correction period, the *Client* shall assess the cost of having the defect corrected by other people and the *Contractor* shall pay this amount.

1.10 Consents, Permits and Licenses

1.10.1 The *Client* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works. [The following agreements are in place....]

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:

- [project specific requirements e.g. environmental permit, works in proximity to a listed building]

1.11 Health, Safety & Environment

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

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

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

1.11.4 Where there is more than one Contractor, or if it is reasonably foreseeable that more than one contractor will be working on a project at any time, the client applies the CDM Regulations and must appoint in writing: (a) a Principal Designer and (b) the Contractor as Principal Contractor (where sub-contractors are used).

1.11.5 Additional works instructed as CE's under this contract must each be scoped and assessed individually, to assess whether the CDM Regulations apply to each CE or project/maintenance activity.

1.11.6 The Contractor shall produce a Construction Phase Plan (CPP) for the works. This will be assessed in reference to the CPP Assessment Form in the 2023 SHEWCoP (in section 2.9 and Appendix G of the SHEWCoP)

1.11.7 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 review. The *Contractor* does not commence activities until the relevant RAMS have been reviewed by the *Client* and the Client has instructed works to commence. The *Client* has the *period of reply* to respond to the RAMS.

1.11.7 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.

1.12.4 *Sub-contractors* are selected using best value processes. This requires the *Contractor* to make reasonable attempts to obtain three competitive tenders for all work in excess of £25,000 and undertake a value-based assessment on the submitted assessments. The *Contractor* shall submit this assessment to the *Client* for acceptance.

1.13 Title

Materials from Excavation and demolition

1.13.2 The *Client* will specify whether they wish to salvage any such materials, and if so where they are to be delivered or collected from, and by whom. This may include e.g. key clamp railings and steps, which are in good condition and re-useable elsewhere. Refer to the Works Information/ Scope in Appendix B.

1.14 Completion

1.14.1 Prior to project Completion the *Contractor* shall arrange a joint inspection with the *Client* when requested by the *Client*. For maintenance tasks, the *Client* shall agree whether before/ after photos are sufficient evidence. Where required, the initial inspection shall take place a minimum of one week in advance of the Completion. Completion is achieved and certified only when the *works* have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The *Client* is responsible for making their initial judgement following the joint inspection.

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

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

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 (where appointment is required under CDM Regs) for the Health & Safety File including but not limited to:
 - As-built drawings if there have been any changes to design (where applicable)
 - Maintenance plans
 - Before and After site photos

1.15 ACCOUNTS AND RECORDS

1.15.1 The *Contractor's* application for payment shall be submitted on FastDraft and supported by a breakdown of the *works* for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

1.15.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at monthly or quarterly intervals (to be agreed with the *Client* or *Project Manager*).

1.15.3 The Contractor shall issue a draft invoice with price breakdown to the Client by email for review and approval, before sending to SSCL.

1.15.4 The *Contractor* shall then issue invoices to the following three (3) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

- apinvoices-env-u@gov.sscl.com and
- ea_invoices-pa@environment-agency.gov.uk
- EA Client and/or Project Manager

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Once every month at minimum(to be confirmed by *Client/* Project Manager). Refer to Deliverables in Appendix B

1.16.2 Location: To be confirmed by Client/ Project Manager. At minimum by telephone or MS Team Call.

1.16.3 Chairperson (who will also take and distribute minutes where required): to be confirmed by *Client/* Project Manager

2. Drawings

Drawings and Maps are provided in Appendix C (individual maps).

Drawing Number	Revision	Title

3. Specifications

Works Specifications are included in Appendix B of the PCI.

Additional relevant specifications are listed below:

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
	V 12	
	V 2	
Exchange Information Requirements (LIT 17641)		
SHEW CoP	V 6	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		

Construction Design Regulations (CDM) 2015		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Waterways Navigation operational window		
Lot 3 - Vegetation Management Specification		
	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	
Exchange Information Requirements (EIR)	V3	

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

1. The **Contractor** shall not commence any work on the *site* until the *Client*, or their representative, has reviewed the method statements and risk assessments related to this contract

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

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract may be delegated to the Project Manager.. This arrangement is outlined in the Works PCI. If they are delegated, then the **Contractor** shall only act upon instructions received from the *Client's* delegate.

4.2 Additional works outside of this contract will be managed as Compensation Events. These will be scoped and Client/ Project Management roles outlined within the PCI for each CE.

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4.3 Protection against Damage

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

- 4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in *Contractor's* Equipment.
- 4.3.3 The *Contractor* shall not commence any work on the site until the *Client*, or their delegate, has reviewed the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Instruction to commence will be by way of a written communication from the *Client* confirming the *Contractor* may commence works and take possession of the site from the agreed starting date.
- 4.3.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer/ *CDM Advisor* to review construction phase plans.
- 4.3.5 In order to assess the extent of work, the *Contractor* shall visit each site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.
- 4.3.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.
- 4.3.7 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the Contractor should assume the worst conditions when preparing his quotation.
- 4.3.8 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor's* programme, proposed access routes and method statements. Compensation claims incurred due to the *Contractor's* failure to comply with its programme, access routes and/or method statements will be passed on to the *Contractor*.
- 4.3.9 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.
- 4.3.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.
- 4.3.11 A key, which must be returned on completion of the works, will be provided as necessary to allow access through the *Client's* gates.
- 4.3.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.
- 4.3.13 Seven (7) working days' notice of commencement of works shall be given to the *Client*.
- 4.3.14 Two (2) working days' notice must be given to the *Client* in advance of completion of the works.
- 4.3.15 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.
- 4.3.16 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.

4.3.17 The *Client* 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*.

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

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

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

4.3.21 Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on *Contractor* performance. These will be individually scoped, and *Contractor* must issue their updated CPP and RAMS to the *Client* and *Principal Designer*/ CDM Advisor where required. Works must not commence until the *Client* has given authorization or Instruction to commence.

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

4.4 Choice of Equipment

4.4.1 The *Contractor* chooses whether to cut by machine (ride-on Equipment) or by hand (hand tools and non-ride-on Equipment). The primary factors considered when determining the method of cutting are:

- the safety of the Contractor's operatives and the general public
- protection of the assets, particular consideration should be given to the Armaflex, Enkamat and Bodpave areas within the site
- protection of natural and human-made features within and surrounding the site
- protection (from harm and disturbance) of fauna and flora within and surrounding the site area

4.4.2 The *Contractor* shall choose the most appropriate plant to complete the works.

4.4.3 The *Contractor* ensures that all plant is maintained.

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

4.4.5 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device where required – refer to SHEWCOP section 4.20.

4.4.6 Where required, the *Contractor* must assess and make arrangements for fuel storage and ensure suitable bunding is accounted for.

4.5 Permits

4.5.1 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable), e.g. Flood Risk Activity Permit. 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.

4.6 Working times

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

4.7 Site Restrictions

4.7.1 Site restrictions, constraints and specifications for the Works are included in the PCI.

4.7.2 In-channel vegetation management and tree management works will subject to environmental, physical and seasonal restrictions throughout the year.

4.7.3 Peak boating season where increased numbers of boaters are using the rivers is typically between March and October each year. Any in-channel works must take this into consideration when planning the safety of any works to the general public and *Contractor*.

4.9 In-channel works must not be undertaken during periods of Strong Stream. The Contractor must sign-up to the Environment Agency's Strong Stream Advice notification service. To register for SSA messages: call the EA on 020302 55068 or email WaterwaysSSAAnlian@environment-agency.gov.uk.

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 work programme and critical path where requested
- 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,

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 of the programme 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. Works must only commence once the RAMS and CPP have been reviewed by the Client/ Project Manager/ Principal Designer/ CDM Advisor, and the Client has issued Instruction to Commence the works.

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

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

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

- Within the *period for reply* after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to and, in any case,
- At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*

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

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

Item	Date by which it will be provided
Pre-Construction Information, including PCI Appendices: <ul style="list-style-type: none"> - A – Client-Specific Requirements - B – PCI - C - Site Information: Maps, Hazards, Access, Utilities 	13/05/2024 (<i>PCI and site location & hazard maps, additional FBG guidance supplied on 21/05</i>) Further documents including SHEWCOP, HASLE, ELENS will be provided as relevant / required.
Fastdraft Access	tbc

7. Site Information

All relevant Site information is included in the Works Pre-Construction Information.

The accuracy and sufficiency of this information is not guaranteed. The *Contractor* shall ascertain if any additional information is required to ensure the safety of all persons and the *works*.