



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)

### Template version history

V 1	Go live template
V 1.1	Reversion to Bidder pack conditions

# NEC4 Engineering and Construction Short Contract

A contract between	<b>The Environment Agency</b> <b>Horizon House</b> <b>Deanery Road</b> <b>Bristol</b> <b>BS1 5AH</b>
And	<b>Fairfield Control Systems Limited</b> <b>Randall Park Way</b> <b>Retford</b> <b>DN22 7WF</b>
For	<b>MARLOW FAS MINOR MEICA WORKS</b>
	<b>Contract Forms</b> <ul style="list-style-type: none"> <li>- <b>Contract Data</b></li> <li>- <b>The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</b></li> <li>- <b>Price List</b></li> <li>- <b>Scope</b></li> <li>- <b>Site Information</b></li> </ul>

# 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	Design and installation of refurbishment/modification to the Marlow FAS Groundwater Pumping System, including: System, electrical, and mechanical modifications.	
The <i>site</i> is	The site is located in 2 areas: <div>1. Lower Pound Lane, Marlow (NGR SU8450886084)</div> <div>2. Gossmore Lane (NGR SU8577886235)</div> Refer to drawing WNGLDC-103 – Location Plan	
The <i>starting date</i> is	1 <sup>st</sup> April 2025	
The <i>completion date</i> is	30th September 2025	
The <i>delay damages</i> are	£136.54	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) <b>does</b> apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

## Contract Data

### The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	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 £1,000,000 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 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			
<b>Only enter details here if additional conditions are required.</b>			
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 a valid 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	<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.
Z7.0	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"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
Z8.0	Framework Agreement
Z9.0	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>
Z10.0	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</i> Contract Data, Scope and Site Information 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 Contract Date 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 Average Weekly Earnings index (Construction)(AWE) 1 – month rate]</p> <p>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</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the [Client set] 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 <i>Contractor</i> is	
Name	Fairfield Control Systems Limited	
Address for communications	Randall Parkway, Retford, Nottinghamshire DN22 7WF	
Address for electronic communications	sales@fairfields.co.uk	
The <i>fee</i> percentage is	■	%
The <i>people</i> rates are	Defined in the AOMR framework submission ( Plus below)	
category of person	unit	rate
Commissioning Engineer	Per Hour ( 0800 to 1600)	■
Site Manager	Per Hour ( 0800 to 1600)	■
The <i>published list of Equipment</i> is		NA
The <i>percentage for adjustment for Equipment</i> 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 £428,276.40

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

Signed on behalf of the *Contractor*

Name

Position

AOMR Framework Director

Signature


Date

17/12/2024

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

Signed on behalf of the *Client*

Name

Position	Project Manager
Signature	
Date	17 March 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 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. The production of a Waste Management Plan.	Sum	1		
6	All licences, permits and approvals necessary to Provide the Works ( <i>Contractor</i> to detail)	Sum	1		
7	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		
8	Hazard and operability study and production of report for each lock site	Item	1		
8	Completion of relevant forms to provide cost and carbon information to the Environment Agency. Completion of the Environment Agency's Carbon Optimisation Report to inform the design stage, and Final Carbon Report for	Item	1		

	the 'as built' project to be provided within a month of completion.				
9	Replace boreholes discharge pumps 3, 5 and 7	Item	3		
10	Install self-erecting barriers around the access hatches to the boreholes	Item	16		
11	davit arm suitable for lifting and removing the pumps	Item	1		
12	Power Distribution Investigation	Sum	1		
13	Documentation ( RAMS, SAT Schedule etc.)	Sum	1		
14	Control Kiosk Electrical Equipment	Item	4		
15	Lower Pound Lane Kiosks for Junction Box	Sum	1		
16	Instrumentation ( Pressure Transducers)	Item	8		
17	Site Management	Sum	1		
18	Commissioning	Sum	1		
19	Site Acceptance Testing	Sum	1		
20	Operator Training	Sum	1		
21	Electrical Installation	Sum	1		
22	Site Preliminaries	Sum	1		
23	Waste Disposal	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.					
<b>The total of the Prices</b>				<b>428,276.40</b>	

<p>The method and rules used to compile the Price List are:</p> <p>Civil Engineering Standard Method of Measurement 4<sup>th</sup> edition (CESMM4) as per the Framework Price Workbook.</p> <p>This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook</p>
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# Scope

## 1. Description of the works

### 1.1 Project background

1.1.1 The Marlow Flood Alleviation Scheme (FAS) combines traditional raised flood defence structures with a groundwater pumping system. The ground conditions at Marlow are such that seepage under the flood defences will occur so pumps are needed to control this seepage by reducing the groundwater level in the area. The system is automated meaning the groundwater wells at each site pump when groundwater levels reach the trigger levels. Once the water level has been drawn down the pumps automatically switch off.

The main FAS works were substantially complete in autumn 2020. Originally the scheme was developed on the basis that the Environment Agency (EA) would hand over the operation and maintenance of the ground water pumping element of the scheme to a third party. However, the system is now to be operated and maintained by the EA. To enable this, the groundwater system requires a number of modifications and adjustments which are comprised within this Scope.

1.1.2 The schemes objectives are to identify, design and install modification works in accordance with the Marlow FAS URS (User Requirement Specification) provided.

1.1.3 To identify, design and install modification features and components to the existing MEICA to enable:

- Operation of the Marlow FAS Groundwater facility.
- Integration with internal EA programme and technology relating to Hydrology, Telemetry and Reporting.

Continued flood protection through identified enhancements / modifications as outlined in the Marlow FAS URS provided in "*Marlow FAS Minor\_MEICA\_Works\_URS 2.2*"

### 1.2 Description of the works

1.2.1 The works are as outlined in the Marlow FAS URS provided.

### 1.3 Contractor's design

1.3.1 The Contractor shall design the works in accordance with the Marlow FAS URS provided.

### 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.

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 Marlow FAS URS

## 1.8 Quality Management

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

- Refer to Marlow FAS URS

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

- Refer to Marlow FAS URS



### 1.9 Consents, Permits and Licenses

1.9.1 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works.

1.9.2 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*.

### 1.10 Health, Safety & Environment

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

~~1.10.2 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*.~~

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

1.10.4 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.

1.10.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP)

### 1.11 Procurement of subcontractors

1.11.1 In accordance with Schedule 7 Clause 2.1.3, the *contractor* shall use sustainability, quality and price criteria when selecting *subcontractors*, evidence of how this was undertaken to be retained and made available to the *Client* if required.

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

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

### 1.12 Title

#### Marking

1.12.1 Refer to Marlow FAS URS for site specific details.

#### Materials from Excavation and demolition

1.12.2 Clause 70.2 does not apply.

### 1.13 Completion

1.13.1 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.

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

- 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 Marlow FAS URS.

1.13.3 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:
  - o As-built drawings if there have been any changes to design
  - o Maintenance plans

Operation and Maintenance Manual

## 1.14 ACCOUNTS AND RECORDS

1.14.1 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.

1.14.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*).

1.14.3 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.

- [apinvoices-env-u@gov.sscil.com](mailto:apinvoices-env-u@gov.sscil.com) and
- [ea\\_invoices-pa@environment-agency.gov.uk](mailto:ea_invoices-pa@environment-agency.gov.uk)

## 1.15 SITE PROGRESS MEETINGS

1.15.1 Frequency: Site visits every week, and online meetings every two weeks.

1.15.2 Location: On site (Marlow) and Online as relevant for the stage and purpose, as notified by the *Client*.

1.15.3 Chairperson: (*Client* - who will also take and distribute minutes): Thomas Davey

# 2. Drawings

Drawing Number	Revision	Title
WNGLCD-103	1	Location Plan



### 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	V 12	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
SHEW CoP	V 6	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
MEICA Management - Low voltage electrical equipment (LIT 13129)		
AOMR Technical Specifications – Lot 2 – MEICA Refurbishment and Maintenance	V 1	
Lot 2 – MEICA Specification		
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	

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

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

4.2 All communications from the *Contractor* to the *Client* shall be sent to Thomas Davey via Fastdraft / contract management system.

### **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 Marlow FAS URS.

4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in *Contractor's* Equipment.

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

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

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

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

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

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 any necessary waste exemptions.
- 4.3.17 The *Client* require twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of an out-of-hour response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.
- 4.3.18 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request.
- 4.3.19 No mud or other debris to be deposited on any tarmac areas outside the site access gate, any such material to be removed immediately.
- 4.3.20 The *Contractor* shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.
- 4.3.21. Un-scoped or additional projects shall be added to the contract by a *Client* instruction, depending on the *Contractors* performance'
- 4.3.22 No fires may be lit on site unless expressly authorised by the *Client*.

#### **4.4 Choice of Equipment**

- 4.4.1 The *Contractor* shall choose the most appropriate Equipment to complete the works.
- 4.4.2 The *Contractor* ensures that all Equipment is maintained.
- 4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.
- 4.4.4 All Equipment traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

#### **4.5 Permits**

- 4.5.1 Works will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency where required.
- 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* Project Manager prior to applying for permits.

#### **4.6 Working times**

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

#### **4.7 Site Restrictions**

- 4.7.1 Refer to site information.

#### **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

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 Marlow FAs 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 and, in any case,
- At no longer interval than stated below from the starting date until Completion of the whole of the works

5.8 Refer to Marlow FAs URS

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



Item	Date by which it will be provided
Site Information	21 October 2024
Hazard Map	21 October 2024
Fastdraft Access	08 April 2025
User Requirements Specification	21 October 2024

## Site Information

The Pre-Construction Information (PCI) documents, which can be found in '*Marlow Minor MEICA Works Pre-Construction Information-v2*' 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.	Xylem Water Solutions UK Ltd Colwick, NG4 2AN  Form of Contract:	Discharge Pump replacement services
2.	   Form of Contract:	
3.	   Form of Contract:	
4.	   Form of Contract:	