



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

**Asset Operation, Maintenance and Response (Asset OMR)
Framework
For Lot 1 Civil Engineering (Maintain and Construct)**

Template version history

V 1
V 1.1
V 1.2

Go live template
Reversion to Bidder pack version
Amendment to include guidance from go live
template, updated reference documents and pre-
population of fields where possible

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework
Lot 1 Civil Engineering (Maintain and Construct)

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Carnell Support Services
For	Avebury Ave Flood Defence Appraisal
	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	[REDACTED]	
The <i>works</i> are	Avebury Ave Flood Defence Appraisal	
The <i>site</i> is	[REDACTED]	
The <i>starting date</i> is	01/12/2025	
The <i>completion date</i> is	31/03/2025	
The <i>delay damages</i> are	£0	Per day
The <i>period for reply</i> is	Two (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	Not applicable	
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 *Adjudicator* is:

In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	The Contract Price	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	replacement cost	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The Defects Certificate has been issued
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
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.
Z110	Inflation (Lot 1)
Z110.1	<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>

The number of months between the Completion Date included at the starting 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 Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]

The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment

Provided always that the fixed number of Price Adjustments has NOT been exceeded.

The Price Adjustment adjusts the 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 <i>Contractor</i> is	
Name	Carnell Support Services Ltd	
Address for communications	Gothic House Market Square Penkridge Staffordshire ST19 5DJ	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	[REDACTED]	%
The <i>people rates</i> are		
category of person	unit	rate
The <i>published list of Equipment</i> is	The edition current at the Subcontract Date of the list published by: Civil Engineering Contractors Association (CECA)	
The <i>percentage for adjustment for Equipment</i> is	[REDACTED]	

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.	Form of Contract:	
2.	Form of Contract:	
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

£58,755.37

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

16.12.2025

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

18/12/25

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 1 Pricing Workbook. The detailed price breakdown reference is [INSERT project specific file reference].

Ref	Description	Unit	Quantity	Rate	Price
1	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
1	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
The total of the Prices					£58,755.37

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* 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

Description of works

The contract is for the appraisal of options to repair the failed steel sheet piled wall at [REDACTED]

The contractor will carry out a topographic survey to inform all future design options. The survey will be conducted in arrangement with the EA for access to site. The outputs from the survey will be supplied in CAD and PDF files.

The contractor is required to develop 3 solutions at the site that reinstate the flood defence to the design level of 23.4mAOD. The contractor will employ competent consultants to carry out elements of the work that they are unable complete.

Each option shall be assessed against:

- Technical feasibility.
- Buildability and temporary works requirements.
- Impact on flood defence continuity, adjacent structures and services.
- Health, safety, and environmental considerations.
- Programme duration and sequencing.
- Estimated cost and overall value for money.

The contractor will be required to consider each option against the identified constraints of the site. These include but are not limited to, access constraints of the site for plant, ground stability of the site caused by the current failed piling, existing structures impact on operations. Access from the opposite bank is unfeasible due to the enabling costs. Access from the water can be considered but low bridges create access constraints.

Data to be considered should include but is not limited to:

- Previous ground investigation data and geotechnical report.
- Movement monitoring data
- Existing flood defence design drawings.
- Utility and drainage information where applicable.

The 3 options considered will be taken to conceptual design. The contractor will engage competent designers to produce the options to show they are feasible for the site. The contractor will supply CAD drawings to show the arrangement of all 3 options.

Items to be considered in the conceptual design include, but are not limited to:

- A description of the methods required to construct each solution.
- A structural assessment verifying adequacy of the solution against site-specific ground conditions and design loads.
- Compliance with relevant codes and standards
- Key design assumptions based on ground conditions.

Each design will consider the constraints of the site. The viability of each option should be checked through engagement with contractors capable of carrying out the works. The contractor will comment

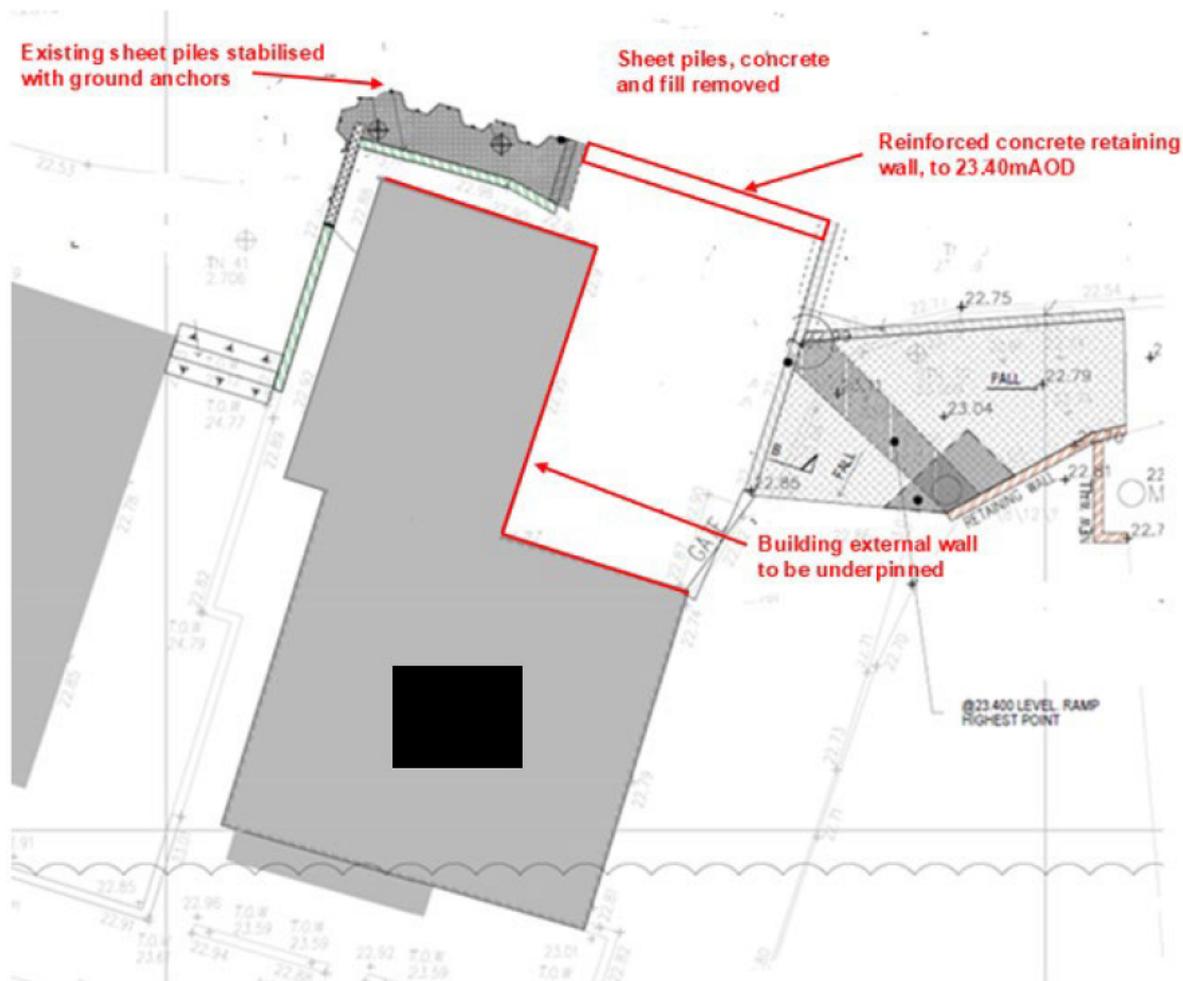
on construction methods and produce a buildability statement to show the envisaged sequence of events for each option.

The contractor will evaluate the options against each other and produce a report to capture the evaluation. The report will be sent to the Environment Agency and a workshop arranged to go through options and answer any questions. In consultation with the Environment Agency a preferred option will be identified. The contractor will update the report to confirm the preferred option and submit to the Environment Agency to complete the contract.

The expected deliverables for this stage are:

1. Concept Design Pack for each option, including sketches, design assumptions, and buildability statements.
2. Temporary Works and Working Platform Requirements Summary.
3. Cost-Benefit and Programme Comparison.
4. Final Options Appraisal Report, consolidating findings and recommending a preferred option.
5. Presentation and Workshop Materials for review with the Environment Agency.

In addition to the above the contractor will consider an option developed by the Environment Agency shown in the sketch below. This option will be assessed against all the elements in the works description. The solution consists of anchoring the existing piling opposite the extension to prevent further movement. The section that protrudes into the river corridor will be replaced with precast L-shaped concrete section to form a retaining wall.



1.1 Project background

1.1.1

In 2015 we constructed a 30m steel sheet piled wall in Tonbridge to protect the community from flooding. In 2017 we were notified of subsidence by the landowner, subsequently the original contractor returned and repaired the issue.

In 2021 we were notified by the landowner of another issue with the wall. An initial report was carried out into the failure of the wall by [REDACTED] and confirmed that the piles had an insufficient embedment and it is likely that issue that has caused the rotational failure of the wall.

In 2022 plans to repair the wall started. We began designing a steel sheet pile replacement for the wall. Working in liaison with our designers and contractors it became clear that the piling operations would have to be carried out from the opposite bank due to access constrictions. With space feely available we continued along this path.

When plans were being drawn up to access the site, we quickly became aware of significant challenges for our access route. A temporary bridge, a crane pad and approx. 200m of trackway would be required for access. This pushed the cost of the works beyond the approved spend.

We are now identifying options that can be constructed from the same side as the piling to remove the costly access works

1.1.2 Overall objective

Identify 2 solutions at this site that can be constructed from the same bank as the piling. Carry out a feasibility study on the 2 options identified by the contractor and the solution provided by the EA. Carry out feasibility study of 3rd option suggested above in works description

1.1.3 Contract specific objectives.

Produce 3 options to repair the flood defence at the site. Each option to assess:

- Technical feasibility.
- Buildability and temporary works requirements.
- Impact on flood defence continuity, adjacent structures and services.
- Health, safety, and environmental considerations.
- Programme duration and sequencing.
- Estimated cost and overall value for money.

The expected deliverables for this stage are:

1. Concept Design Pack for each option, including sketches, design assumptions, and buildability statements.
2. Temporary Works and Working Platform Requirements Summary.
3. Cost-Benefit and Programme Comparison.
4. Final Options Appraisal Report, consolidating findings and recommending a preferred option.
5. Presentation and Workshop Materials for review with the Environment Agency.

1.2 Description of the works

1.2.1 The works are an options appraisal and feasibility study of 3 solutions to repairs a sheet piled wall flood defence in the centre of Tonbridge.

1.2.2 The *Contractor shall* maintain the *works* from Completion until the issue of the Defects Certificate. *Not applicable*

1.3 Contractor's design

1.3.1 The contractor will take each option as far as conceptual design

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. If access is required, this will be arranged by the EA. There is only one landowner. The building is used as a dental surgery. The rear of the property is a back garden that has been turned into a patio.

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.

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

- Project start meeting
- Early Warning meetings as instructed by either Party.

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 None, as the outputs are appraisal and feasibility study.

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 Traffic or Public Right of Way Permits

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 Where 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 / are not] applicable to the *works*. [The *Contractor* acts as *Principal Contractor* / *Contractor* under the Regulations.] [Consider interface with other contractors.]

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 2 weeks 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

None

1.14 Completion

1.14.1 Prior to Completion the *Contractor* shall arrange a joint meeting 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:

1. Concept Design Pack for each option, including sketches, design assumptions, and buildability statements.
2. Temporary Works and Working Platform Requirements Summary.
3. Cost-Benefit and Programme Comparison.
4. Final Options Appraisal Report, consolidating findings and recommending a preferred option.
5. Presentation and Workshop Materials for review with the Environment Agency.

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 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

- [REDACTED] then
- [REDACTED]

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Not required

2. Drawings

Drawing Number	Revision	Title
15387 AB-S100	1	15387 AB-S100
15387 AB-S101	1	15387 AB-S101

3. Specifications (in addition to law and regulations which are not listed)

Title	Date or Revision
Asset OMR Framework Deed of Agreement	04/03/2024
Asset OMR Framework Schedules	V1 04/03/2024
AOMR Lot 1 Technical Specifications	
SHEW CoP Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 6 Sept 2023
Exchange Information Requirements (BIM)	V 3 01/12/2022
Project Information Delivery Plan	Appendix 1
Environment Agency Blockage Management Guide (Gov.uk)	12/2019
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019
Environment Agency - Asset Operation, Maintenance and Response Framework. Lot 1 Specification Supplementary Clauses. Specification Supplementary clauses to CESWI 7th Ed: Available Here	23/06/2018
Asset Operation, Maintenance and Response Framework. Lot 1 Appendix A1a. Specification Supplementary clauses for culvert works: Available Here	23/06/2018
LIT 13118 Code of practice for electrical safety (CoPES): Part 1: Available Here	22/07/2020 (V3)
LIT 13133 Code of practice for electrical safety (CoPES): Part 2: Available Here	22/07/2020 (V4)
LIT 13129 MEICA: Management: Low voltage electrical equipment: Available Here	(V13)
LIT 13130 Electrical authorisation: Available Here	22/09/2023 (V2)
Lot 1 & Lot 3 Supply Chain Passport: Available Here	22/03/2024

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 Specification.

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.

4.1.5 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 his 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* Project Manager 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*.

4.2 Choice of Equipment

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

4.2.2 The *Contractor* ensures that all plant 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

4.3.1 Works will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency where required.

4.3.2 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.

4.4 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 Site is private residential land and can only be accessed in liaison with the Environment Agency representative.

5. Requirements for the programme

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1). Delete this guidance before issue.

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,

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*:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to and,

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

Item	Date by which it will be provided
Site Information	
Hazard Map	
Fastdraft Access	
As Built Drawings	
Existing Ground Investigations	

Site Information

The site

Description: Private back garden to a dental surgery in Tonbridge Town Centre. Vehicle access from easter side of building to rear garden. Site is paved.

Existing utilities and services

Drawings: *Service search can be provided if required by the contractor*

Other information: *None*

Soils and Ground water

Information: *GE20447-FGIR-MAY22*

Site investigation

Report: *GE20447-FGIR-MAY22*

Site location plans

Issue details: *15387 AB-S100, 15387 AB-S101*

Health and safety file

Issue details: *Available on request*

Access to site

Description: *Vehicle access available*

Limitations: *2.6m width and height restriction imposed by service*

Access for inspections: *Access to be arranged by EA*

Use of the site

General: *Site is available for surveys and investigations*

Limitations: *A safe working load would need to be identified to instability caused by the failed defence*

Surrounding land / building uses

General: Adjacent and nearby uses are as follows: *Residential buildings*

Health and safety hazards

General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

Ground instability

Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the *works*.

Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.