



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history




| | |
|-------------------------|----------------------------------|
| V1 (as per bidder pack) | Go live template (this document) |
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NEC4 Engineering and Construction Short Contract

| | |
|--------------------|---|
| | |
| A contract between | The Environment Agency Horizon House Deanery Road Bristol BS1 5AH |
| | |
| And | Corserv Solutions Ltd. T/A Cormac Solutions |
| | |
| For | Polson Hut Gauging Station |
| | Contract Forms <ul style="list-style-type: none"> - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance - Price List - Scope - Site Information |

Contract Data

The *Client's* Contract Data

| | | |
|---------------------------------------|---|---------|
| | The <i>Client</i> is | |
| Name | Environment Agency | |
| | | |
| Address for communications | The Environment Agency Horizon House Deandery Road Bristol BS1 5AH | |
| | | |
| Address for electronic communications |  | |
| | | |
| The <i>works</i> are | Demolish existing hut. Build new concrete, stone and timber hut on existing footprint. Install new gauging station bench over stilling well. Works as per <i>Client</i> design, not <i>Contractor</i> design. | |
| | | |
| The <i>site</i> is | Polson Bridge Gauging Station. Nearest postcode: PL15 9QT (Launceston Rugby Ground). What3words: ///realm.pedicure.elbowing. SX3531684865 | |
| | | |
| The <i>starting date</i> is | 07/10/2024 | |
| | | |
| The <i>completion date</i> is | 31/03/2025 | |
| | | |
| The <i>delay damages</i> are | £50 | Per day |
| | | |
| The <i>period</i> for reply is | 2 | weeks |
| | | |

| | | |
|--|----------------------|------------------------|
| The defects date is | 52 | weeks after Completion |
| The defects correction period is | 4 | weeks |
| The assessment day is | the last working day | of each month |
| The retention is | nil | % |
| The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply | | |
| The Adjudicator is : Institution of Civil Engineers | | |
| In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes. | | |

Contract Data

The *Client's* Contract Data

| | | |
|--|--------------------|-------------------------------|
| | | |
| The interest rate on late payment is | | % per complete week of delay. |
| Insert a rate only if a rate less than 0.5% per week of delay has been agreed. | | |
| For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to | The Contract Price | |
| | | |
| The <i>Client</i> provides this insurance | None | |
| | | |
| Insurance Table | | |

| Event | | Cover | Cover provided until |
|--|---|--|---|
| Loss of or damage to the <i>works</i> | | Replacement Cost | The <i>Client's</i> certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | | Replacement Cost | The defects Certificate has been issued |
| The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works | | Minimum £5,000,000 in respect of every claim without limit to the number of claims | |
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract | | The amount required by the applicable law | |
| Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works | | Minimum Contract Price in respect of every claim without limit to the number of claims | 6 years following Completion of the whole of the works or earlier termination |
| | | | |
| The <i>Adjudicator nominating body</i> is | | The Institution of Civil Engineers | |
| | | | |
| The <i>tribunal</i> is | | litigation in the courts | |
| | | | |
| The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions | | | |
| Only enter details here if additional conditions are required. | | | |
| Z1.0 | Sub-contracting | | |
| Z1.1 | The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them. | | |
| Z1.2 | Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice. | | |
| Z2.0 | Environment Agency as a regulatory authority | | |
| Z2.1 | The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other. | | |
| Z2.2 | Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent. | | |
| Z2.3 | An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event. | | |
| Z3.0 | Confidentiality & Publicity | | |
| Z3.1 | The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement. | | |
| Z4.0 | Correctness of Site Information | | |
| Z4.1 | Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works. | | |

| | |
|-------|---|
| Z5.0 | The Contracts (Rights of Third Parties) Act 1999 |
| Z5.1 | For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract. |
| Z6.0 | Design |
| Z6.1 | Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services. |
| Z6.2 | The <i>Contractor</i> designs the parts of the works which the Scope states they are to design. |
| Z6.3 | <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"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them |
| Z8.0 | Framework Agreement |
| Z8.1 | The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> . |
| Z9.0 | Termination |
| Z9.1 | <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 <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p> |

Contract Data

The *Contractor's* Contract Data

| | | |
|---------------------------------------|--|------|
| | | |
| | The <i>Contractor</i> is | |
| Name | Corserv Solutions Ltd. T/A Cormac Solutions | |
| | | |
| Address for communications | Western Group Centre, Radnor Road Scorrier, Redruth Cornwall, TR16 5EH | |
| | | |
| Address for electronic communications | [REDACTED] | |
| | | |
| The <i>fee</i> percentage is | [REDACTED] | % |
| | | |
| The <i>people rates</i> are | *Refer to Cormac Price Schedule 'T1 – People' and 'T1a – People Operation & Respons' tabs/ Y1 rate per hour* | |
| | | |
| category of person | unit | rate |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| | |
|---|--|
| The <i>published list of Equipment</i> is | *Refer to Cormac Price Schedule 'T2 – Equipment List' tab* |
| | |
| 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 £80,187.53

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position Head of Contracting

Signature

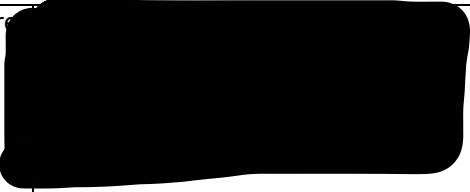
Date 22-8-24

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

Signed on behalf of the *Client*

Name

Position DGC Senior Commercial Officer

| | |
|-----------|---|
| Signature |  |
| | |
| Date | 29/08/2024 |
| | |

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 |
|--|-------------|------|----------|------------|-------|
| See document EA 02-Polson Bridge – BoQ – Rev B | | | | | |
| The total of the Prices | | | | £80,187.53 | |

The method and rules used to compile the Price List are

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

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

1. Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

1.1 Project background

1.1.1 Polson Bridge Gauging station is located on the Tamar and provides water level data for flood warning and water resource functions. The current GRP hut which houses cableway, stilling well, sensors and telemetry has reached end of life and needs replacing.

1.1.2 The primary objective is to demolish and dispose of the existing GRP hut and re build an new, concrete, stone and timber construction hut to house all existing equipment. The hut is located on the floodplain and the new hut has been designed to deal with this.

1.1.3 Project is funded for financial year 24/25 and must be completed withing this time frame. The hut is to be built to the designs provided by the client.

1.2 Description of the works

1.2.1 The *works* are to:

- Disconnect mains power from hut (via National Grid and EDF) and make safe until re install. This will be arrange by the *Client*.
- Remove the existing GRP hut and dispose of appropriately.
- Build new Concrete, Stone and timber Hut as per designs provided.
- Install new telemetry bench above stilling well and steps inside hut.

- Re instate mains power (via National Grid and EDF). This will be arranged by the *Client*.
- Make good ground after works.
Flooding is possible at the site and the river has been recorded out of bank from October through to April. Work should be planned accordingly, and plan put in place by the *Contractor* should flooding occur.

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

1.3 Contractor's design

1.3.1 The *Contractor* shall design any temporary work required. Construction drawings for the hut have provided by the *Client*.

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. During the work the site may need to be visited by the Environment Agency Hydrometry and Telemetry department to take out existing equipment and to install and maintain temporary monitoring for river levels.

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* The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings. These can be held on site or via MS Teams.
- Monthly commercial meetings from the *starting date*. 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.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: Launceston

1.8.2 The weather measurements are to be supplied by: *Contractor* can supply own weather forecast. River level forecasts can be provided by *Client* if requested by *Contractor*.

1.9 Quality Management

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

- Photo evidence of ground conditions before, during and after works.
- Photo evidence during construction.
- Tree protection if required.

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

- Asbestos survey of existing building.

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:

- Planning permission
- Land owner consent

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 street works permissions and traffic management. (unlikely to be required)
- This work is covered under FCRM protected undertakings so no Flood Risk Activity Permit is required.

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*. The *Contractor* acts as *Principal Contractor / Contractor* under the Regulations and is responsible for any sub contractors.

1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) and Construction Phase Plan (CPP) 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 and CPP 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.

1.11.2 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*.

1.13 Title

Guidance

State the requirements for marking Equipment, Plant and Materials which are outside the Working Areas by the *Client*, for payment and transfer of title to the *Client*. The Scope should state which items are to be prepared for marking, and how this is to be done. Identify any tests which must be passed before items are accepted for marking.

The Scope should state which materials arising from excavation and demolitions the *Contractor* has title to.

Marking

1.13.1 None

Materials from Excavation and demolition

1.13.2 The *Contractor* has title to materials from demolition.

1.14 Completion

1.14.1 Prior to Completion the *Contractor* shall arrange a joint inspection with the *Client*. The initial inspection shall take place a minimum of one week in advance of the Completion. Completion is achieved and certified only when the *works* have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The *Client* is responsible for making their initial judgement following the joint inspection.

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

- All hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- All site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
- The construction of the hut and all associated elements specified in design must be complete.

1.14.3 The following are absolute requirements for Completion to be certified, without these items the *Client* is unable to use the *works*:

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
 - As-built drawings if there have been any changes to design
 - Maintenance plans

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 quarterly intervals (or half-yearly if agreed with the *Project Manager*).

1.15.3 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

- apinvoices-env-u@gov.sscl.com and

ea_invoices-pa@environment-agency.gov.uk

2. Drawings

List the drawings that apply to the contract.

| Drawing Number | Revision | Title |
|-----------------|----------|----------------------|
| 22-073-0-CB-100 | F | Existing Arrangement |
| 22-073-0-CB-200 | F | Proposed Arrangement |

| | | |
|-----------------|---|---|
| 22-073-0-CB-201 | B | Proposed Arrangement (Bench and steps detail) |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

3. Specifications

List the specifications which apply to the contract.

| Title | Date or Revision | Tick if publicly available |
|--|------------------|----------------------------|
| Asset OMR Framework Deed of Agreement and Schedules | 04/03/2024 | |
| 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) | | |
| Control of Substances Hazardous to Health (COSHH) Regulations | | |
| Construction Design Regulations (CDM) 2015 | | |

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to Mark Gregson. 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 *Mark Gregson*.

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 representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.3.4 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 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'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 package upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on *Contractor* 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 plant to complete the works.

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

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

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

4.5 Permits

4.5.1 Works **will not** require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency.

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 Site boundaries and access shall be kept to areas specified in Pre Construction Information (PCI) document. No ride on plant shall operate within two meters of the watercourse unless specific edge protection is provided. Appropriate location of stored materials should be considered in relation to the watercourse.

4.8 The River Tamar in this location has been recorded flooding the flood plain in this location from October until April. This should be considered by the *Contractor* when timing the works.

5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

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

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 or 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* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to

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

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

| Item | Date by which it will be provided |
|------------------------------|-----------------------------------|
| Site Information | Within PCI |
| Hazard Map | Within PCI |
| Fastdraft Access | After signing of contract |
| Pre Construction Information | Draft submitted with Scope |
| Designs Drawing for Hut | Within PCI |
| | |

Site Information

The site

Description: Polson Bridge Gauging station on the River Tamar. Environment agency fenced compound with GRP Hut which contains a cross river cable way. Mains connection, river level stilling well and hydrometric equipment.



Photo of existing gauging hut.

Existing utilities and services

Drawings: Drawings provided as specified earlier in scope.

Other information: Utilities maps provided with PCI. The hut has mains power connection.

Site investigation

Report: An Asbestos R & D survey has been carried out by Applecliff Ltd on the 21/11/2022. No asbestos has been found. This report is available from the *Client*.

The designer of the Hut Crabb DMC LTD has measured the dimensions of the concrete slab and deemed suitable as a base for the new hut, with the assumption that the base is reinforced concrete. No core samples have been taken. Note – Separate purchase order to

be in place prior to this contract commencing, Cormac to prove slab thickness and if steel reinforcement is present.

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:

- Stilling Well (considered a confined space). No entry to confined space required.
- Site liable to flooding from Autum until Spring. The floor slab of the hut is about 3.5 m to gauge zero. This begins to be affected between Flood Alert and Warning, 3m being FAL, 3.6m being Flood Warning. The site has flooded 6 times in October since 1988.

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

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

Proposed sub-contractors

| | Name and address of proposed subcontractor | Nature and extent of work |
|----|--|---------------------------|
| 1. | Await R BROWN (Facilities) Form of Contract: | |
| 2. | Form of Contract: | |

| | | |
|----|-------------------|--|
| 3. | Form of Contract: | |
| 4. | Form of Contract: | |