



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)
V2	Modified to remove haul road specification
V3	Modified to correct Welches Dam grid reference

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Jacksons Civil Engineering 30 White House Road Ipswich IP1 5LT
For	Ouse Washes Section 10 Maintenance Works
	Contract Forms <ul style="list-style-type: none"> - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance - Price List - Scope - Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications		
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
Address for electronic communications		
	[REDACTED]	
The <i>works</i> are		
	To undertake maintenance of the Middle Level Barrier Bank (MLBB) of the Ouse Washes Storage Reservoir. To include, infilling any cracks identified deeper than 200mm and to re-establish grass cover on the Middle Level Barrier Bank.	
The <i>site</i> is		
	Middle Level Barrier Bank between Welney and Earith Crack infill works – Welney Road (TL5282293624) to Welches Dam (TL4713485968) Grass establishment – NGR 543671, 281350	
The <i>starting date</i> is		
	15/07/2025	
The <i>completion date</i> is		
	31/10/2025	
The <i>delay damages</i> are		
	Nil	Per day
The <i>period for reply</i> is		
	2	weeks

The <i>Defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <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 <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the <i>Works</i>	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing <i>works</i> similar to the <i>works</i>	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> 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 <i>Works</i> . 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 <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.	
Z3.0	Confidentiality & Publicity	
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.	
Z4.0	Correctness of <i>Site</i> Information	

Z4.1	<i>Site</i> 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 <i>Site</i> 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 <i>works</i> which the Scope states they are to design.
Z6.3	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. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
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	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <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	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	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.

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>
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Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Jackson Civil Engineering Ltd	
Address for communications	30 White House Road, Ipswich, Suffolk, IP1 5LT	
Address for electronic communications	[REDACTED]	
The fee percentage is	8	%
The people rates are	As per Framework	
category of person	unit	rate
The published list of Equipment is		As per Framework
The percentage for adjustment for Equipment is		As per Framework

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 £148,988.83

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Sig



Date 07-07-25

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

Signed on behalf of the *Client*

Name

Position

Signature		
Date		

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.

	[REDACTED]				
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]				
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED] [REDACTED]				
	[REDACTED] [REDACTED] [REDACTED]				
	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]				
	[REDACTED] [REDACTED] [REDACTED]				
	[REDACTED] [REDACTED]				
	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]				
The total of the Prices				£148,988.83	

The method and rules used to compile the Price List are

Scope

1. Description of the works

1.1 Project background

1.1.1 Work is required to ensure the safety of the Middle Level Barrier Bank (MLBB) of the Ouse Washes Flood Storage Reservoir during a design flood, based on criteria defined in *Floods and Reservoir Safety Fourth edition* (FRS4).

The Ouse Washes Flood Storage Reservoir is a 90,000,000m³ capacity reservoir lying between the Old Bedford River and the New Bedford River in Cambridgeshire and Norfolk, and is retained by two embankments, approximately 30km long.

1.1.2 The *Contractor* is required to complete a series of repair works to the Ouse Washes Reservoir, namely the Sutton Gault Grass Establishment Specification (2025) and the Crack Infilling Specification (2025)

1.2 Description of the works

1.2.1 Crack Survey and Infill Specification

A minor longitudinal crack has developed on the downstream (dry) face of the Middle Level Barrier Bank (MLBB), around at chainage 13.6km (X: 548775, Y: 288164). The *Contractor* will need to fill the crack with a sand-topsoil mix and then re-seed.

Remedial works to cracking in the upstream face between Welney Road (Ch. 6.6km) and Welches Dam (Ch. 16.4km) were completed in September 2024.

The *Contractor* should undertake a walkover survey to identify whether any cracks have reappeared along this section of the MLBB in July 2025. The *Contractor* should fill any cracks deeper than 200mm with the sand:topsoil mix.

The *Contractor* is to follow the Crack Survey and Infill Specification (2025) to complete the works.

1.2.2. Sutton Gault Grass Establishment Specification (2025)

The establishment of grass-cover on the Middle Level Barrier Bank crest and downstream face is critical to provide erosion resistance. The grass cover on the downstream face alongside the wooden staircase at Chainage 22.2km has not established satisfactorily and needs to be improved.

The *Contractor* is required to place 100mm deep layer of topsoil over the section of embankment where grass hasn't established alongside the wooden staircase at Chainage 22.2km (NGR: 543671, 281350) and reseed.

The *Contractor* is to follow the Sutton Gault Grass Establishment Specification (2025) to complete the works.

1.2.3. The *Contractor shall* maintain the works from Completion until the *Defects dates*.

1.3 Contractor's design

1.3.1 The design for these *works* is outlined in the Ouse Washes Haul Road Improvement Specification (2025), the Sutton Gault Grass Establishment Specification (2025) and the Crack Infilling Specification (2025)

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.

1.5.2 Access to the *Site* is along a EA owned haul road and the access to the haul road is at Welney, Mepal, Sutton and Earith. Please see MLBB Access and Hazards Maps 8 and 9.

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.

1.6.1.1 MLBB grass cutting will be undertaken by a contractor every 4-6 weeks

1.6.1.2 RSPB access will be maintained along the haul road

1.6.1.3 Access will be maintained for the Asset Performance Team for inspections and maintenance

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

The Fisheries, Biodiversity and Geomorphology team Environment File Note will be passed onto the *Contractor* when received.

- 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 *site*.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: *Site Diary/Log*

1.8.2 The weather measurements are to be supplied by: Met Office

1.9 Quality Management

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

- Photographic evidence of *works* area and access route before and after *works* completed. Should be available to Client on request.

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

- Post Work Inspection
- Setting out.

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

- 5 Year Natural England Assent for working within designated area between the working window of 15th July to 31st October.

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:

Not applicable

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.] [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 *period of reply* to respond to the RAMS.

1.11.5 The *Contractor* undertakes the actions within the Fisheries, Biodiversity and Geomorphology File Note

1.12 Title

Marking

1.12.1 N/A

Materials from Excavation and demolition

1.12.2 *Contractor* has title on arisings from excavation and is responsible for the removal and disposal of wastes from *site*.

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

1.13.3 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:
 - As-built drawings if there have been any changes to design
 - Maintenance plans
 - Updated Health & Safety File.

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 The *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*). Not Applicable. Standard 28 day payment terms apply.~~

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.sscl.com and

ea_invoices-pa@environment-agency.gov.uk

2. Drawings

Drawing Number	Revision	Title
1	1	Ouse Washes S10 Works General Arrangement Page 4
2	1	Ouse Washes S10 Works General Arrangement Page 5
3	1	MLBB Access and Hazards – Map 3
4	1	MLBB Access and Hazards – Map 4
5	1	MLBB Access and Hazards – Map 5 MLBB Access and Hazards – Map 6
6	1	MLBB Access and Hazards – Map 7
7	1	MLBB Access and Hazards – Map 8
8	1	MLBB Access and Hazards – Map 9

3. Specifications

Title	Date or Revision	Tick if publicly available
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Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Ouse Washes Haul Road Improvement Specification	05/2025	Yes – issued alongside scope
Crack Survey and Infill Specification	04/2025	Yes – issued alongside scope
Sutton Gault Grass Establishment Specification	04/2025	Yes – issued alongside scope
Grass Seeding Specification Section 10 Works ENVIMAN002644-MMD-00-00-SP-C-G0300_3-C02	05/2017	Yes – issued alongside scope
'Protected Species Survey Report'	05/2022	Yes – issued alongside scope
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	Yes – available here
Minimum Technical Requirements – Standard (LIT 13258)	11/06/2024 - V13	Yes – available here
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V2	Yes – available here
Exchange Information Requirements (LIT 17641)	04/2025 - V3.1	Yes – available here
SHEW CoP (LIT 16559)	04/2025 – V7.0	Yes – available here
Control of Substances Hazardous to Health (COSHH) Regulations	11/2022 – V 5.0	Yes – available here
Construction Design Regulations (CDM) 2015	2015	Yes – available here
Lot 1 – Spec supplementary clauses – CULVERTS – CoP	06/2018 – V1	Yes – available here
Lot 1 – Spec Supplementary clauses – General	07/2024 - V1	Yes – available here
Lot 1 & Lot 3 – Supply Chain Passport Template	10/2024 - V1	Yes – available here

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 Risk Management

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

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

4.2 Communications

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

4.2.2 All communications from the *Contractor* to the *Client* shall be sent to Emily Edwards and Vanisha Balgobin

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 The *Client* has the contractual right to access the *site* 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.

4.3.6 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.

4.3.7 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*.

4.3.8 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*.

4.3.9 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*.

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

4.3.11 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*.

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

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

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

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

4.3.16 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*.

4.3.17 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* upon request.

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

4.3.19 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.

4.3.20 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 Site Restrictions

4.5.1 MLBB crest is a public footpath

4.5.2. There are 5 bird hides on the MLBB upstream and downstream of the Welches Dam pumping station locations

4.5.3 EA access along the haul road between Mepal A142 and Welney is required to install aerators and refuelling. The aerator locations are at the River Delph upstream of Welches Dam pumping station and upstream of Welney A1101.

4.5.4. The working window for the *site* is 15th July to 31st October

4.6 Working times

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*.

5. Requirements for the programme

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the *works* and proposed Equipment and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

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

Item	Date by which it will be provided
FastDraft Access	Within 1 week from contract signature

Site Information

The *site*

Description: Middle Level Barrier Bank form part one of the Ouse Washes Flood Storage Reservoir embankment, which is approximately 31 km long, running between Welmore and Earith. An access haul road runs adjacent to the bank, but access to this track is only available at limited locations along its length.

The Ouse Washes are of international conservation importance, designated as a *Site* of Special Scientific Interest (SSSI), a Special Protection Area (SPA), and a Ramsar *site* for their ecological value.

Embankment is owned by EA.

The Fisheries Biodiversity and Geomorphology team Environment file note for the *site* will provide any further information and the FBG team will deliver a Toolbox Talk prior to the *works* commencing.

Existing utilities and services

Drawings: Refer to MLBB Access and Hazard Maps 3- 9 (included)

Soils and Ground

Crack Infilling Specification: The cracks are to be infilled with a 60:40 sand-topsoil mix, where the topsoil has been screened to ≤5mm (SureGreen Rootzone, or similar approved).

The cracks are to be surveyed prior to infilling to check for reptiles, and infilling shall not be undertaken where reptiles are present.

Site location plans

Issue details: Refer to MLBB Access and Hazard Maps 3- 9 (included)

Health and safety file

Issue details: The client will provide the existing H&S file and the file to be updated following the work.

Access to *site*

Description: There is a haul road adjacent to the bank and access to the haul road is from Welney, Mepal, Sutton and Earith.

Refer to MLBB Access and Hazard Maps 3- 9 (included)

Limitations:

Access for inspections: Land is EA owned

Use of the *site*

General: Bank crest is a public footpath Limitations: None
Surrounding land / building uses General: Adjacent and nearby uses are as follows: Cradge Bank separates 100ft River from Ouse washes. RSPB bird hides on the banks at 5 locations – public access to these locations Bank crest is a public footpath
Health and safety hazards General: The nature and condition of the <i>site</i> / building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present: WORKING NEAR WATER HAZARDS 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 <i>works</i> . Site staff: Draw to the attention of all personnel working on the <i>site</i> 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.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	