



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	Go live template
V 1.1	Reversion to Bidder pack version
V 1.2	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	Stonbury Limited Chawston Lane Chawston Bedford MK44 3BH, United Kingdom
For	Works to replace Aids to Navigation (AtoN) Beacon with cone top mark at End of Poole Place Groyne, Elmer.
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's Offer</i> and <i>Client's Acceptance</i>- 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	The design, supply and installation of one compliant AtoN marker at end of Poole Place Groyne, Elmer to enhance marine safety, ensure safe navigation and provide clear guidance to waterway users in accordance with Trinity House guidelines.
The <i>site</i> is	Elmer Beach, Elmer, Bognor Regis. PO22 6LA, as per Fig 1. What3Words: redeeming.pinch.es.windmills
	<p>Fig1: Red line boundary indicates the <i>site</i>, which is shown by the top right image. A closer look into this red line boundary identifies the site features.</p>  <p>The map shows a coastal area with a river or groyne extending into the sea. A red rectangle highlights the 'Working Area at the rear of Poole Place Rock Groyne'. A blue rectangle indicates the 'Site Compound' with a parking symbol 'P'. A legend in the bottom right corner defines the symbols: a dotted line for 'Public footpath, Elmer Beach', a dashed line for 'Vehicle and Equipment access', a blue box for 'Site Compound', a red box for 'Working Area at the rear of Poole Place Rock Groyne', and a blue 'P' in a box for 'Parking in Site Compound'. A scale bar at the bottom right shows a scale of 1:1,494 with markings at 0, 30, 60, 90, 120, and 150 meters.</p>
The <i>starting date</i> is	16/02/2026
The <i>completion date</i> is	01/06/2026

The <i>delay damages</i> are	£98.49	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	matters which impact public safety is 3 days	
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 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.
Z12	Packaging (NOT USED)
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	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> <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	Stonbury Limited	
Address for communications	Chawston Lane, Chawston. Bedford. MK44 3BH, United Kingdom	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	[REDACTED]	%
The <i>people rates</i> are	As per AOMR framework rates.	
category of person	unit	rate
The <i>published list of Equipment</i> is		
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.	Ridge and Partners LLP 1 Royal Court Kings WorthyWinchesterSO23 7TW Form of Contract:	Designer and Ground Survey
2.	MMS Unit 1, The BarnSt Swithins Biddenfield Lane Shedfield Hampshire SO32 2HX Form of Contract:	Fabrication and Installation of New Beacon
3.	Zetica Limited Southfield Road Eynsham Witney OX29 4JB Form of Contract:	UXO Survey
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	£99616.79
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
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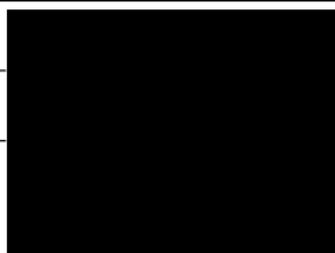
Position	
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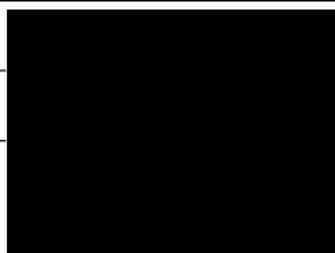
Signature	
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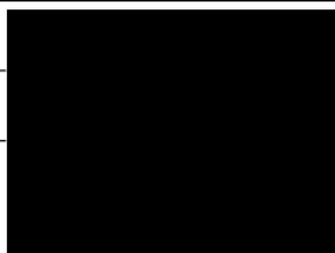
Date	05/02/26
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	
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Signature	
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Date	06.02.2026
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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].

The following Price List items shall be fixed price, such that the *Contractor* is to be paid the amount for the item which is not adjusted if the quantity in the item (in the detailed price breakdown) changes

Ref	Description	Sub total
1	Project Management (including design works, preparation of RAMS, CPP, provision of carbon tool)	
2	Duties under CDM 2015 Designer and Principal <i>Contractor</i> .	
3	Environmental EAP, mitigations, isolation.	
4	Temporary Works	
5	Surveys	
6	Mobilisation/ demobilisation of site (including welfare provisions to comply with CDM regulations 2015)	
7	Design one aid to navigation (including supporting structure)	
8	Fabricate/supply one aid to navigation (including supporting structure) – Provisional Sum	
9	Install one aid to navigation (including supporting structure) – Provisional Sum	
10	<i>Sub-Contractor</i>	
11	Provision of Health and Safety file	
12	Equipment and speciality costs: Costs to supply or hire equipment to perform the activity etc, including site welfare and organisational arrangements	
13	Carbon assessment tool	
The total of the Prices		£99616.79

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*

1.1 Project background

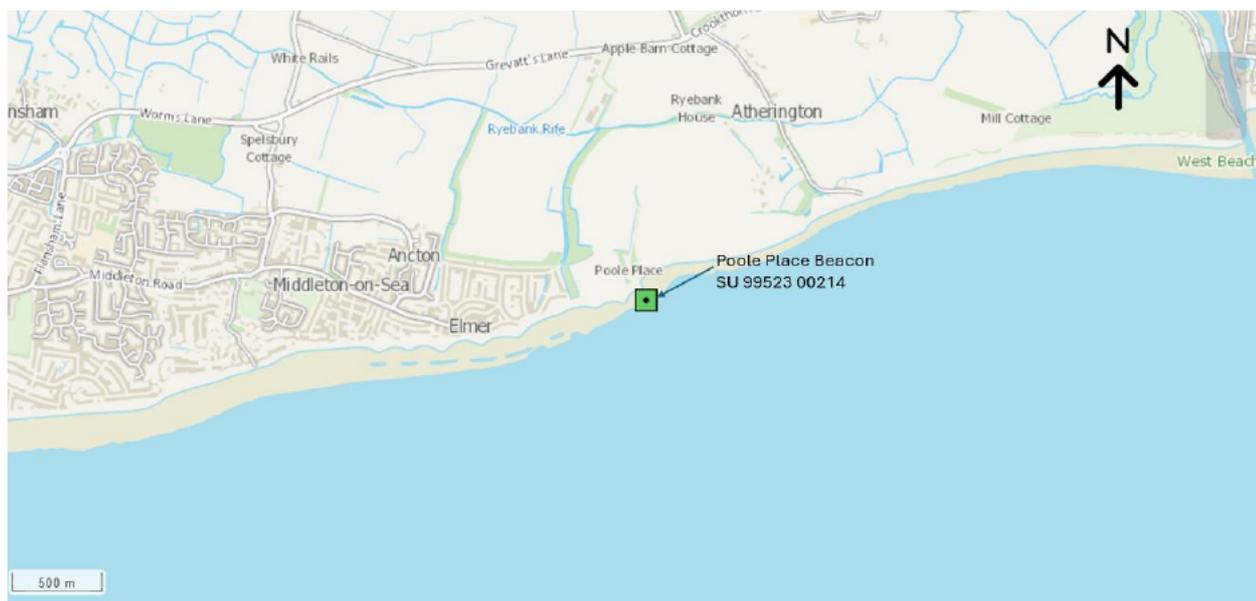
1.1.1 Along the stretch of coastline that includes Elmer beach there are Aids to Navigation Beacons that assist with boat navigation to prevent land strikes and beaching. The beacon at the below location has broken and is no longer present and fixable. There are other beacons along this stretch that are not in a good condition and will be required to be replaced or repaired. However, the urgency is to have the one missing beacon replaced to remove any risks to navigation.

1.1.2 The objectives of the project are:

- Design, fabricate and install one aid to navigation at the location of the missing aid.
- The design must be in line with the requirements set out by the navigation authority, Trinity House.
- The beacon must be designed to last 20 years, with the paint lasting 3 years.

1.2 Description of the *works*

1.2.1 The *works* are to provide replacement of one Aid to Navigation Beacon at Elmer beach.



Site map - Poole Place, Elmer.



Photo 1 - End of rock groyne. Site of missing beacon.

1.2.2 The *Contractor* is to design, fabricate, and install one aid to navigation beacon to indicate the end of a rock groyne at Poole Place, Elmer. The beacon is to have a topmark installed on the top of the beacon. The topmark is to be cone shaped and red. The height of the beacon, size and colour of the topmark must meet with the design specification supplied by Trinity House and provided in this scope. Correct positioning will aim to replace the old asset and must be within 1m of Latitude $050^{\circ} 47.581' N$ and Longitude $000^{\circ} 35.358' W$.

1.2.3 The aid to navigation shall have a life expectancy of 20 years. The paint is to be suitable for the marine environment and have a life expectancy at minimum 3 years.

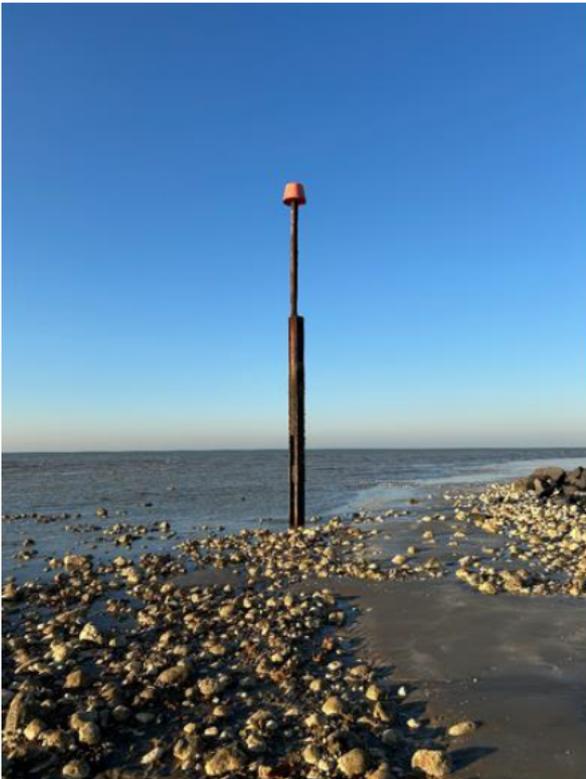


Photo 2 – An upright Aid to Navigation Beacon at Elmer

1.2.4 The *Contractor* shall undertake enabling works to facilitate site access and address environmental constraints, including habitat management activities. Close collaboration shall be essential between the *Contractor*, the *Client's* area team representative, and local landowners to ensure that all necessary information and agreements are in place before construction begins.

1.2.5 During the construction period, the *Contractor* shall be accountable for any maintenance works required within the *site* as identified by the *Client* in Fig 1. Such maintenance shall be managed through the Compensation Event mechanism. Upon completion of the works, the *Contractor* must reinstate all access routes and working areas to a condition equal to or better than that at the start of the project.

1.2.6 The *Contractor* shall produce a Lifting Plan by a competent person and submit to the *Client* for approval prior to any lifting activities taking place.

1.2.7 The *Contractor shall* maintain the *works* from Completion until the issue of the Defects Certificate.

1.3 Contractor's design

1.3.1 The *Contractor* is responsible for both the design and construction of the *works*. Design must demonstrate the application of prevention principles relating to health and safety, sustainability, and environmental impact across construction, operation, maintenance, and use of the completed structure.

1.3.2 The *Contractor* must determine the most appropriate approach, considering the coastal nature of the *site*. A full detailed design, appropriate to the scale and complexity of the *works*, must be completed and submitted to the *Client* for approval and acceptance prior to commencement.

1.3.3 The *Contractor* to provide details on the materials proposed, to demonstrate environmental suitability and resistance to marine conditions.

1.3.4 The design must include all necessary calculations, drawings required for consents and construction, specifications, and support the Pre-Construction Information, including the Buildability Statement, RAG list, Designer's Risk Assessments, temporary works schedule, Environmental Action Plan and liaising with both the *Client* and the Principal Designer.

1.3.5 The *Contractor* shall design and construct the work in accordance with the Scope.

1.3.6 The completed designs must be submitted to the *Client* for review, with a minimum two-week review period. Any required updates following *Client* feedback must be incorporated before fabrication and construction begins. The design phase shall be considered complete once the *Client* has accepted the detailed design.

1.3.7 The *Contractor* shall undertake ground condition surveys to verify pile depth requirements and ensure the navigation beacon design is based on the confirmed geotechnical conditions.

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, and after last entry, to the *site* to undertake physical *works*, the *Client* shall record the condition of the *site* and accesses to the site through photographs and

videos. These are submitted to the *Contractor* for review, agreement to, and sign off on the pre-condition survey report before commencement of the *works* and post-condition survey report after the *works* have been completed.

1.5.2 The *Contractor* shall provide a minimum notice period of at least two weeks prior to first entry onto the *site*, with such notice issued through the *Client*. The *Contractor* shall leave the *site*, including all access routes and the compound, in a condition no worse than prior to entry. The *Contractor* shall be responsible for rectifying any significant damage to access roads caused by its operations where such damage results from negligence, misuse, or failure to comply with accepted contractual procedures. This obligation excludes deterioration arising solely from normal wear and tear. For the purposes of this clause, significant damage includes large cracks, spalling, deep rutting, broken or displaced slabs, or severe surface abrasion.

1.5.3 Where the *Client* determines that damage exceeds normal wear and tear and is attributable to the *Contractor's* actions or omissions as identified in the post-condition survey report, the *Contractor* shall, at its own cost and within a reasonable time, carry out all necessary repairs to restore the access road to its pre-damage condition or better.

1.5.4 The *Contractor* shall take all reasonable steps to prevent damage to access roads during the course of the *works*, including the use of appropriate plant, traffic management, and protective measures.

1.5.5 The *Client* will liaise with landowner(s) for the use of the recommended access and Site compound 2 weeks before the *Contractor* intends on gaining access for the *works*. The *Contractor* is required to notify the *Client* 2 weeks before site *works* is planned to commence. If access specific to the *works* is restricted by the landowner the *Client* will assume responsibility and any *Contractor* related costs incurred by the delays will be subject to a compensation event.

1.5.6 The *Contractor* must carefully plan deliveries of plant and materials, considering the size of equipment and access constraints. The *Contractor* must assess whether this access is suitable for plant deliveries before commencement on site.

1.5.7 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 shall be reported directly to the *Client*.

1.5.8 Biosecurity measures must be implemented for vehicles, plant, equipment, and footwear in accordance with Appendix 1 EA specification.

1.6 Sharing the Site with the *Client* and Others

1.6.1 The *Contractor* shall maintain site and compound security throughout the *works* by implementing appropriate measures at all times and ensuring access gates are locked outside working hours. Gate keys shall be provided by the *Client*.

1.6.2 When required, the *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. This shall include:

- 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.

1.6.3 The *Contractor* is responsible for the security of the *Works* at the *site* (and compound) and is responsible for the interface between any visitors and the site operation.

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
- Monthly progress and commercial meetings from the *starting date* to project closure. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

1.7.3 The *Contractor* shall produce a progress report and submit this with their updated programme a minimum of 2 working days ahead of the monthly progress meeting. This report:

- highlights the progress achieved since the last programme submission.
- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explains what actions are being implemented to mitigate any delay,
- state the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,
- details any lost days due to weather,
- summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices,
- includes site photos of progress achieved since the previous progress report.

1.7.4 Any additional work items, outside of the *works* identified in this contract, that may be requested by the *Client* will be subject to a compensation event.

1.7.5 If the *Client* requests additional work items outside of the *works* set out within this contract, the *Client* must notify the *Contractor* before demobilisation from site has commenced to ensure continuity of working. Any request made by the *Client* outside of these parameters is subject to a compensation event.

1.8 Weather Measurements

1.8.1 The *Contractor* shall check the weather forecast before commencing the *works* on site. Strong winds, high tides may impact on the *works* and must be agreed with *Client* before work commences.

1.8.2 The *Contractor* shall be responsible for checking and planning works around suitable tides.

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

- UXO survey and other utility surveys
- Ground conditions surveys in order to support the design

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

- Pre and post works access track conditions.

1.9.3 If the results of the UXO survey require changes to the *Contractors* design or require unforeseen monitoring/mitigations outside of the scope of this contract, the *Contractor* must discuss this with the *Client* and if agreed the *Contractor* may claim these via a compensation event.

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. This responsibility includes, securing approvals from the Marine Management Organisation (MMO), undertaking service searches (including unexploded ordnance investigations), obtaining Flood Risk Activity Permits (if required), and securing consent for the use of any public footpath affected by the *works*.

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 applicable to the *works*. The *Contractor* shall act as CDM Designer and CDM Contractor/Principal Contractor. The *Contractor* shall be required to liaise with the CDM Client and CDM Principal Designer throughout the project.

1.11.4 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP). If the results of the EAP require changes to the *Contractors* design or requires unforeseen environmental monitoring/mitigations outside of the scope of this contract, the *Contractor* must discuss this with the *Client* and if agreed the *Contractor* may claim these via a compensation event.

1.11.5 The *Client* is responsible for providing CDM Pre-Construction Information (PCI) in the Site Information.

1.11.6 The *Contractor*, prior to starting on site, must complete and submit all required construction documentation, including the Method Statement, Risk Assessment (RAMS), and Construction Phase Plan (CPP). A minimum of 14 calendar days must be allowed for the *Client* to review these documents. No site works, including investigation works, may commence until the RAMS and CPP have been issued to and signed off by the CDM *Client* and, if applicable, the CDM Principal Designer.

1.11.7 The *Contractor* shall produce a Lifting Plan by a competent person and submit to the *Client* for approval prior to any lifting activities taking place.

1.11.8 The *Contractor*, upon completion, must compile a Health and Safety File for *Client* approval, which includes relevant material specifications and drawings.

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*.

1.14 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:

- The new navigation marker is installed within 1m of Latitude 050 ° 47.581 ' N and Longitude 000 ° 35.358 ' W.
- All structural components: pile, post, fixings, red cone topmark are installed and secured.
- The beach is restored to the pre-works condition.
- Removal of all temporary works, plant, debris, and waste from site.
- All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
- All access roads must be left in the same condition or better than before the *works* commenced.

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, including alignment, height and depth of installation
 - Maintenance plans, including type of paint used for each different component.

1.14.4 The *Contractor* shall compile and submit a comprehensive carbon calculation summary upon completion of the project. This shall include emissions data associated with materials, transportation, site operations, waste, and any other relevant sources contributing to the project's carbon footprint.

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

- ea_invoices-pa@environment-agency.gov.uk then
- apinvoices-env-u@gov.sscl.com

2. Drawings

Drawing Number	Revision	Title
50/1/5/10		Details of Topmark

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
SHEW CoP Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V7 April 2025
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 7 th 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
Construction Design Regulations (CDM) 2015	2015

Asset Operation, Maintenance and Response Framework. Lot 1 Specification Supplementary Clauses. Specification Supplementary clauses to CESWI 7 th	
EA LIT12072: Biosecurity Field and Monitoring Works	

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 The *works* must be completed when tide levels are low or such that the work can be completed safely.

4.1.3 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.

4.1.3 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.

4.1.4 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*.

4.1.5 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review Construction Phase Plans.

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

4.1.7 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.

4.1.8 Details of the routes must be included within the method statements.

4.1.9 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*.

4.1.10 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*.

4.1.11 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*.

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

4.1.13 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*.

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

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

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

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

4.1.18 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*.

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

4.1.22 The *Contractor* is responsible for traffic and people management including access routes and public footpath.

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 *Client* 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. 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 commencement on site.

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*.

4.4.2 Any work outside daylight hours must be approved by the *Client* due to potential navigational risks.

4.5 Site Restrictions

4.5.1 The *site* shall only be used for the *works* intended.

5. Requirements for the programme

5.1 The *Contractor* shall submit their first programme with the *Contractor's* Offer for acceptance.

5.2 The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project formats.

5.3 The *Contractor* shall show on each programme submitted for acceptance:

- the *starting date* and Completion Date
- the critical path
- the dates when the *Contractor* forecasts to need first access to each part of the *Site* to undertake physical works
- the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
- lead in periods for materials and sub-contractors,
- the order and timing of the work of the *Client* and others required for the *Contractor* to provide the *works*,
- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract,

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/or when the forecast date of Completion changes.

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

Item	Date by which it will be provided
Site Information	Within 2 weeks of the <i>starting date</i>
Hazard Map	Within 2 weeks of the <i>starting date</i>
Fastdraft Access	Within 2 weeks of the <i>starting date</i>
Initial service searches	Within 2 weeks of the <i>starting date</i>

Appendix 1 - Project Information Delivery Plan