

-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

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

And

Breheny Civil Engineering Ltd.

For

Cambs & Beds – SLBB Badger Mitigation

Contract Forms

- **Contract Data**
- **The *Contractor's* Offer and *Client's* Acceptance**
- **Price List**
- **Scope**
- **Site Information**

Contract Data

The *Client's* Contract Data

The <i>Client</i> is	Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications [relevant Project Manager]	[REDACTED]	
	The <i>Contract Administrator</i> is	
Name	[REDACTED]	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	AOMR Lot 1 – South Level Barrier Bank Badger Mitigation.	
The <i>site</i> is	South Level Barrier Bank Coveney Fen to Pymoor Corner CB6 2EG Refer Map 1 Location Plan for Site Limits	
The <i>starting date</i> is	1 st July 2024	
The <i>completion date</i> is	31 st October 2024	
The <i>delay damages</i> are	Nil	Per day
The <i>period</i> for reply is	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	N/A	N/A
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.
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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	£100,000
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	the replacement	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	the replacement	The <i>defects date</i> plus 2 years
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The <i>defects date</i> plus 2 years
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
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.

Z13	Contract Administrator
Z13.1	<p>Under Clause 14.5, the <i>Client</i> delegates their actions defined in the contract to the <i>Contract Administrator</i> except for:</p> <ul style="list-style-type: none"> • <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works • Clause 16 Access to the <i>site</i> and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination <p>The <i>Client</i> may replace the <i>Contract Administrator</i> after they have notified the <i>Contractor</i> of the name of the replacement.</p>
Z110	Inflation
Z110.1	<p>At the Contract Date the total of the Prices includes sums to cover inflation until Completion.</p> <p>On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.</p>

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Breheny Civil Engineering Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED] [REDACTED]	
The <i>fee</i> percentage is	[REDACTED]	%
The <i>people rates</i> are	As per the AOMR Workbook	
category of person	unit	rate
The <i>published list of Equipment</i> is		As per the AOMR Workbook
The <i>percentage for adjustment for Equipment</i> is		[REDACTED]

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

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 05/08/2024

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

Signed on behalf of the *Client* [signatory in accordance with FSOD requirements]

Name

Position

Signature

Date 06/08/2024

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 *Client* and *Contractor* agree the items, quantities, and costs for the project by applying the relevant items and rates from the Lot 1 Pricing Workbook.

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 AOMR Lot 1 – Soth Level Barrier Bank, Badger Mitigation.

Ref	Description	Sub total
	General Items	
01	Provision of all Insurances as required by the contract.	
02	Establish and develop all necessary health and safety documentation and method statements (including H&S file).	
03	Mobilise labour, plant and equipment to <i>site</i> , establish a secure compound, office, messing, storage and welfare facilities.	
04	Erect suitable signage and public interface control measures.	
05	Locate, mark and take any necessary control measures for working near services in compliance with SHEWCoP.	
	Site Specific Items – Section A	
06	Engage Sub Contractor JBC Ltd to undertake badger mitigation works at Oxloode artificial sett	
07	Grass Cut around badger setts	
08	Complete tree and scrub removal around setts as identified on site.	
09	After 21 days dig out and destroy 1no badger sett (Sett 2) under instruction from JBC Ltd.	
10	After 21 days assist in hard blocking with stone 1no badger sett (Sett 1) under instruction from JBC Ltd.	
11	Patch up missing mesh and tie into fence. Close hole through fence at corner post.	
12	Reinstate 8m of missing badger proof fencing at access point.	
	Site Specific Items – Section C	
13	Allow for grass cutting of the working area totalling 210m. If not grazed sufficiently before commencement on site.	
14	Collect EA free issue Maccaferri Roadmesh ref DTNET-PMCG-8X10 D27 2mX25m rolls from Ely Depot.	Work elem

45	Install subterranean barrier and tie into vertical fence for 210m as per SK004 and JBC Ltd Spec identified on Map 2 – Sections C & D	Work element de-scoped
46	Reseed with EA free issue grass seed all disturbed areas.	Work element de-scoped
	Site Specific Items – Section D	
17	Engage Sub Contractor JBC Ltd to undertake badger mitigation works.	
18	Grass Cut around 12no badger setts	
19	(Setts 19, 21, 24 and 26 - 34) After 21 days dig out and destroy 5no badger sett under instruction from JBC Ltd.	
20	Allow for grass cutting of the working area totalling 640m. If not grazed sufficiently before commencement on site.	
21	Collect EA free issue Maccaferri Roadmesh ref DTNET PMCGL 8X10 D27 2mX25m rolls from Ely Depot.	
22	D4 - Install subterranean barrier from riverside toe to landward toe over a total length of 63m. Buried 150mm below ground, 1.0m vertically at toe as per SK005 and JBC Ltd Spec at location identified on Map 2	
23	D5 - Install subterranean barrier from riverside toe to landward toe over a total length of 207m. Buried 150mm below ground, 97m of 1.0m vertical at toe and 110m of 2.0m vertical at toe as per SK005 and JBC Ltd Spec at location identified on Map 2	
24	D6 - Install subterranean barrier on crest and landward toe only over a total length of 166m. Buried 150mm below ground, 1.0m vertically at toe as per SK005 and JBC Ltd Spec at location identified on Map 2	
25	D7 - Install subterranean barrier from riverside toe to landward toe for 129m and 75m crest and landward toe only over a total length of 204m. Buried 150mm below ground, 164m of 1.0m vertical at toe and 40m of 2.0m vertical at toe as per SK005 and JBC Ltd Spec at location identified on Map 2	
26	Reseed with EA free issue grass seed all disturbed areas	
27	Maintain potholes between Straight Drove and the Bungalow.	
The total of the Prices		£

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* (or their Contract Administrator, if appointed) 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 Badger mitigation works, haul road repairs and fencing works have been undertaken at these locations in November 2019, summer 20, 21, 22 and November 2023. Unfortunately, badgers have broken back into some of the mitigated areas and expanded in others. There will be a requirement to appoint Dr Julian Brown of JBC Ltd to undertake all licensable badger works. JBC has undertaken a recent survey during April 2024 and provided the scope that influences the proposed works and will be essential to the project.

1.1.2 The main project objective is a requirement to exclude badgers from the South Level Barrier bank (SLBB) by means of installing a subterranean barrier. To ensure the integrity of the flood defence embankment is not reduced by burrowing animals

1.1.3 All licensable badger works are to be undertaken by and under the supervision of JBC Ltd. Works are to be completed and the site demobilised by 31st October 2024.

1.2 Description of the *works*

1.2.1 **Section A** - All of the section A works were completed during the summers of 2020, 21 & 22. Badger setts had been identified within the tree line at the toe of the SLBB. All of the mitigation measures including the construction of an artificial sett were completed. Dr Brown had encouraged the badgers to the new sett and the existing setts were closed down. Unfortunately, badgers have broken back into the badger proofed area via some poorly fixed/missing underground mesh. Dr Brown will gate the 2no new setts (setts 1 & 2) and after a period of 21days without reoccupation the contractor will be required to destroy sett 2 by digging out and compacting along with the removal of any bushes obstructing the sett destruction. Sett 1 will be hard blocked by infilling entrance with stone and pegging badger proof netting across the entrance to avoid disturbing the haul road. Brush material to be stacked with remaining bushed area.

Following the blocking of sett 1 and the destruction of Sett 2, badger-proof mesh is to be installed/repared, adjacent to the section of fence that contains the badger access scrape. This mesh should mostly be in place as this formed part of the previous years work. Investigate on site and install missing mesh as required. This could include laying surface mesh on each side of the badger-proof fence; on the artificial sett side, the mesh should be tied into the existing mesh underneath the artificial sett, on the barrier bank side the mesh should extend 2m from the above-ground fence. All additional mesh should be tied into the base of the above-ground fence. 8m of missing badger proof fence to be reinstated at machine access point. See Map 2 – Section A. Please see attached survey & Recommendations from Dr Julian Brown for Section A.

Section C – During 2021 & 22, Badger setts/holes were closed by Dr Julian Brown under licence and destroyed by digging out and backfilling. A subterranean mesh barrier was installed totalling approx. 600m linear. During 2023 a further sett was destroyed within the section of bank that mesh had not been installed. No further setts have been identified within Section C this year. The remaining length of bank without subterranean barrier will require mesh installing. The embankment is normally grazed, however the contractor is to allow for grass cutting of the working area, crest and landward face over 210m.

EA free issue Maccaferri Roadmesh ref DTNET PMCGL 8X10 D27 2mX25m rolls are to be collected by the contractor from the EA's Ely Depot.

The Subterranean mesh is to be installed at the southern end of Section C totalling 210m linear from toe of embankment to 1m of crest (approx.20m) to match existing installed previous years. The mesh is to be buried a minimum of 150mm below finished surface and pegged at equal spacing's with 400mm long steel pins.. The mesh is to be buried 1m vertical at the toe and tied into the existing above ground predator fencing. If separate mesh is used for the subsurface and subterranean barriers, the two should be connected using galvanised clips. The subterranean barrier should also be attached to the above-ground fence, to prevent members of Social Group 7 from accessing the SLBB. as per drawing SK004. Please see attached survey & Recommendations from Dr Julian Brown for Section C. 210m is the desired maximum length of subterranean mesh. However, due to budget constraints the total length achievable will be reflected by the contractors offer. Please see Map 2 – Section C.

Section D – Similar to section C above badger setts were identified in 2021, 22 & 23. A recent survey undertaken by Dr Brown has identified numerous holes during April 24. Due to the large number of setts and their location to each other it has been agreed that not all setts can be closed this year. Dr Brown has identified by priority 12No setts to be closed this year. Setts 19, 21, 24 and 26 - 34

Prior to gating by JBC the contractor is requested to strim the area 2m around the sett. Dr Brown will gate the 12no setts and after a period of 21days without reoccupation the contractor will be required to destroy the 12no setts within the embankment by digging out and compacting. The embankment is normally grazed; however the contractor is to allow for grass cutting of the working areas, crest and landward face over 640m.

Following the destruction of the setts, subterranean mesh is to be installed at 4 locations within section D (D.4, D.5, D.6 & D.7) totalling 640m (63+207+166+204). However, due to budget constraints the total length will be reflected by the contractors offer.

EA free issue Maccaferri Roadmesh ref DTNET PMCGL 8X10 D27 2mX25m rolls are to be collected by the contractor from the EA's Ely Depot.

The mesh is to be laid from the landward toe of the SLBB to the riverside toe (i.e., a full wrap design). However, at some locations, mesh has already been installed on the riverside slope. See below for details. The subsurface mesh (buried to a depth of c.150mm) should be pegged to the barrier bank using 400mm long steel pins. The landward toe will require the mesh to be buried vertically to a depth of 1.0m. At 2 no locations the vertical depth will need to be increased to 2m (110m + 40m = 150m). See below for detail.

If separate mesh is used for the subsurface and subterranean barriers, the two should be connected using galvanised clips. The contractor should note that the existing fence will stay.

D.4 – Between Sett 6 and the artificial sett = 93m – 20m required exclusion zone and link onto the mesh that was installed 10m either side of the artificial. Therefore – 10m, would total 63m full bank up and over with 1m vertical barrier.

D.5 – Between Setts 13 and 28 = 190m – 20m required exclusion zone. However, desire would be to link to the completed section from last year (D3 u/s) = 227m – 20m exclusion from Sett 13 = 207m Full bank up and over with 97m of 1m vertical barrier and 110m of 2m vertical barrier spanning setts 28 - 30

D.6 – Between Setts 33 & 34 = 111m + 50m cover u/s and 5m d/s to join existing landward 25m installed last year = 166m Landward face and crest only as the riverside mesh was installed last year to include 1m vertical barrier at toe. Newly placed mesh will require connection to existing riverside mesh using galvanised clips.

D.7 – Sett 19 to X fence = 154m + 50m cover =204m. Part full up and over and part crest and landward as a 50m & 25m length of the mesh was installed last year on the waterside. Therefore 129m of full up and over and 75m of crest and landward slope only. Includes 164m of 1m vertical barrier and 40m of 2m vertical barrier. Newly placed mesh will require connection to existing riverside mesh using galvanised clips.

Total lengths may reduce slightly as the 20m exclusion zone required will be measured from the outer most sett hole on the day of construction.

Careful consideration to locating the vertical barrier for ease of construction to be discussed on site. All disturbed areas are to be made good and reseeded. See Map 2 – Sections D and Drg SK005

There will be a requirement to maintain the track between Straight Drove and the bungalow throughout the works. If potholes form these are to be filled and compacted using locally stockpiled road plantings.

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

1.3 Contractor's design

1.3.1 None Required.

1.4 Accommodation

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1 Prior to first entry to the site to undertake physical *works*, the *Contractor* shall record the condition of the site and accesses to the site through photographs and videos. These are submitted to the *Client* for record keeping. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

1.6 Sharing the Site with the *Client* and Others

1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract.

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

- 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* to *Completion*. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.

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

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

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

1.8 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

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.

- Not applicable.

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

1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the *period of reply* 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

Marking

N/A

Materials from Excavation and demolition

1.13.2 Contractor has title on arisings from excavation.

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 [delete, add or amend to the following examples as required for each specific project]:

- All hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- All excavation, earthworks, and topsoiling work must be fully complete, and all construction plant, and machinery 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.

1.14.3 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

1.16 SITE PROGRESS MEETINGS

1.16.1 One monthly progress meeting. Suitable date and time to be agreed with the Breheny Civil Engineering Ltd and Environment Agency Project Manager

1.16.2 Location: Primarily Microsoft Teams and where appropriate in person. Site visits will be had at Cradge Bank or another location to be agreed with Contractor at a later date.

1.16.3 Chairperson (who will also take and distribute minutes): Stephen Green Environment Agency Package Manager.

2. Drawings

Guidance

List the drawings that apply to the contract, these should only detail works to be done. This is not Site Information or location plans. Delete this guidance before issue.

Drawing Number	Revision	Title
SK004		Badger Mesh and Fencing
SK005		Badger Mesh

3. Specifications

Guidance

List the specifications which apply to the contract. Delete this guidance before issue.

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
SHEW CoP	V 6	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		

Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Exchange Information Requirements (EIR)	V3	

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

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to Breheny Civil Engineering Ltd. 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

[REDACTED]

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* 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*.

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

4.5.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

4.6 Working times

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

4.7 Site Restrictions

4.7.1

- The SLBB is a public footpath.
- The Haul Road is a public Bridleway.
- The 100ft River is tidal and therefore subject to fluctuations in levels.
- Grazing animals are on the embankment, but will be removed prior to the works.
- Working window is 15th July to 31st of Oct. Works are to be completed and the site fully demobilised by 31st of October.
- A strict 10mph limit on haul road where passing properties to reduce dust and damage.
- FBG file note to be supplied.
- JBC Ltd Specification to be provided.
- Minimum 20m exclusion zone from setts that will remain untouched for this year.

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,
- [INSERT other project specific requirements as required]

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- The *Contractor's* plans which it shows are not practicable
- It does not represent the *Contractor's* plans realistically or
- It does not comply with the Scope

5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1) week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

5.6 The *Contractor* shall show on each revised programme:

- The actual progress achieved on each operation and its effect upon the timing of the remaining work
- How the *Contractor* plans to deal with any delays and to correct notified Defects and
- Any other changes which the *Contractor* proposed to make to the Accepted Programme

5.7 The *Contractor* shall submit a revised programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to and, in any case,
- At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*

From	To	Interval
<i>Starting date</i>	Start of establishment period	1 month
Start of establishment period	End of establishment period	3 months
Start of maintenance	Completion	Annual

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

Item	Date by which it will be provided
Site Information	
Hazard Map	

Fastdraft Access	
Collect EA free issue Maccaferri Roadmesh ref DTNET PMCGL 8X10 D27 2mX25m rolls from Ely Depot.	
free issue grass seed	

7. Site Information

Guidance

Include pre-existing information about the site as required. Do not include any instruction about the Services or any constraints as these are covered elsewhere in the contract]

Delete this guidance before issue.

The site

Description: The South Level Barrier Bank (SLBB) is a large raised earth flood embankment with a public footpath on the crest and a haul road and public bridleway at the toe.

Existing utilities and services

Drawings: Map 03 (2a) & (2b) Service plan.

Other information: Known service approximate locations have been indicated on Map 3 (2 a-b) dated 27/06/2023. The Contractor will be required to liaise with all relevant utility providers and gain any permits necessary. Although we are confident as the site is behind locked gates and regularly visited that no new services have been placed, a new utility search will be provided within the PCI for the working areas and before commencement on site.

However the scope has been completed using the existing known service information. This will be reviewed against the new search when made available.

Soils and Ground water

Information: None

Site investigation

Report: Visual badger surveys only undertaken by JBC Ltd

Site location plans

Issue details: Map 01 – Location plan. Map 2 – Section A, Section c and Section D access and work details.

Health and safety file

Issue details: The existing Health and Safety file will be provided by the client.

Access to site

Description: The site is remote. Access will be gained along the SLBB Haul road from either Straight Drove CB6 2DR, Adventurers Drove D710B6 2DZ or the B1411 Pymoor Corner CB6 2EG. The junction of Adventurers Drove and the Haul Road will be the designated emergency meeting point. TL48525:86226

Limitations: Track can be liable to damage and become slippery during wet and muddy conditions. The track is to remain passable to residents and the property on the access route. The Bridleway will remain open with appropriate control measures

Access for inspections: As above

Use of the site

General: Grazed flood embankment

Limitations: None, Stock will be removed prior to commencement

Surrounding land / building uses

General: Adjacent and nearby uses are as follows: The embankment is grazed. Coveney habitat area is adjacent. The SLBB forms the boundary of the Ouse Washes SSSI & RAMSAR site. Sporadic dwellings along access route.

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: Steep sided embankment. Liable to become slippery in wet and muddy conditions. Tidal river on front face with levels changeable. Public interface.

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.

Sub-contractors

The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	