

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

Cudmore Grove Revetment Repairs

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	n/a	
Address for communications	n/a	
Address for electronic communications	n/a	
The <i>works</i> are	Repairs to concrete revetment and re-establishment of toe on clay seawall at Cudmore Grove	
The <i>site</i> is	Cudmore Grove country park, Mersea Island, Essex. TM 07034 14937	
The <i>starting date</i> is	01/08/2024	
The <i>completion date</i> is	31/10/2024	
The <i>delay damages</i> are	£0	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	[Incident work is]	[to be undertaken within ...]
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 Contractor to the Client for loss of or damage to the Client's property is limited to	£100,000	
The Client provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the works	1.2x the replacement cost	The Client's certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	The defects date plus 2 years
The Contractor's 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 Contractor) arising from or in connection with the Contractor's 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 Contractor 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 Contractor to use the skill and care normally used by professionals providing works similar to the works	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The defects date plus 2 years
The Adjudicator nominating body is	The Institution of Civil Engineers	
The tribunal 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>
Z14	Inflation
Z14.1	<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 *Contractor* completes this section. [Delete this guidance before issue].

	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	AOMR Framework Rates	
category of person	unit	rate
The <i>published list of Equipment</i> is		AOMR Framework Rates
The <i>percentage for adjustment for Equipment</i> is		[REDACTED]

Sub-contractors

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

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

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the
Prices is

██████████

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

██████████

Position

██

Signature

████████████████████

Date

02 July 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

8th July 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. The *Client* enters the relevant subtotals below and removes the unused headings. Delete this guidance before issue.

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.

Ref	Description	Sub total
1	Install 40 linear metres of Sheet Steel piling to toe of damaged tidal defence with capping detail	
	<u>Provide seaward face slab repair to approximately 70 sq.m of tidal defence</u>	
2	Fill concrete to 30 linear metres of block joint	
3	Placement of approximately 300 revetment blocks from beach into concrete slab fill	
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

Guidance

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention. Please refer to NEC4 Engineering and Construction Short Contract clause 11.2(15). Delete this guidance before issue.

1. Description of the works

The works area is located to the seaward side of the existing earth tidal embankment with concrete revetment at Cudmore Grove, East Mersea, Essex. The tidal defence has suffered excessive undercutting, erosion which has led to the displacement of the revetment, exposure of the timber toe board and exposure of the clay core.

The proposals for a repair include removal of damaged toe board and save good planks for reuse, Installation of Sheet Steel Piles to the extent of the works maintaining the established revetment toe, collection of displaced revetment blocks from immediate beach area and old temporary fill and use in slab as far as possible in scope of design and then concrete infilling of the repair with a reinforced concrete slabs, filling between existing blockwork where bitumen filler has been displaced.

1.1 Project background

1.1.1 The section of defence started to show signs of damaged approximately 3 years ago. A temporary repair consisting of a new timber toe board and filling of the void with mass concrete was installed, unfortunately this repair failed and now the Environment Agency is looking to procure a more suitable repair using SSP piles.

1.1.2 The objective is to repair the defence and to continue providing flood defence to this part of Mersea Island.

1.1.3 These repairs are emergency type with a typical design of 5 years. The Client will provide a Design and retain Design liability.

1.2 Description of the works

1.2.1 The *works* are for the removal of damaged toe board and save good planks for reuse, Installation of Sheet Steel Piles to the extent of the works maintaining the established revetment toe, collection of displaced revetment blocks from immediate beach area and old temporary fill and use in slab as far as possible in scope of design and then concrete infilling of the repair with a reinforced concrete slabs, filling between existing blockwork where bitumen filler has been displaced. Approximate quantities are detailed in price list.

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

1.3 Contractor's design

1.3.1 The Client has an outline Design in place. There will be some additional design on the reinforced mass concrete fill slab.

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. Stakeholders are defined as Environment Agency and Essex County Council.

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

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
- Completion Inspection.

1.7.3 The *Contractor* shall produce a *weekly progress email*. This email:

- highlights the progress achieved since the last progress email submission.
- states the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,
- includes site photos of progress achieved since the previous progress email.

1.8 Weather Measurements

None

1.9 Quality Management

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

- Two site inspections, one at 6 months and one at 12 months from completion date.

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

- None

1.9.3 Until 12 months from the completion 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 Natural England Assent to carry out the repairs and serve the Notice of Entry of works to landowner.

1.10.2 The *Contractor* shall obtain the Flood Risk Activity Permit for the works and any consents, permits, licenses and/or agreements from third parties for the temporary works. This will include any footpath closures/diversion needed.

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

None

1.14 Completion

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

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

- All piling works and mass concrete fill construction work must be fully complete.
- 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:

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.

- [REDACTED]
- [REDACTED]

1.16 SITE PROGRESS MEETINGS –

1.16.1 Frequency: 1 x Start up meeting, 1 x Completion Inspection

1.16.2 Location: Cudmore Groove Country Park, Broman's Ln, East Mersea, Colchester, Essex, CO5 8UE

1.16.3 Chairperson: TBC

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
BCE/Cudmore Grove	0	Cudmore Grove Revetment Repair Design

3. Specifications

Title	Date or Revision	Tick if publicly available

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

Guidance

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*. Enter anything here that will restrict the *Contractor's* methodology, timing or sequencing of the *works*. Consider the inclusion of things like:

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

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

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to [REDACTED]. 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] Email contact [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 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.

4.3.3 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans where a Principal designer is appointed.

4.3.4 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 the site visit before going to site.

4.3.5 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.

4.3.6 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*.

4.3.7 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

4.3.9 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

4.3.12 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 *Contractor* shall ensure that any footpath closures or service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.

4.3.18 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.

5.5.2 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 access the site at all times of the day and week on weekdays (Mon – Friday) In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, especially as tidal working will be required.

4.7 Site Restrictions

4.7.1 Due to the open access nature of the site it is decided that the works should take place outside of the Summer School holidays between Wed 24th July to Friday 30th August.

4.8 Other Restrictions

4.8.1. Is it envisaged that available working windows will need to consider times of the tides.

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 format.

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*

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

Item	Date by which it will be provided
Pre – Construction Information: - <ol style="list-style-type: none">1. Site and Access Information2. Embankment Cross Section Information3. Environmental Plan4. Utility Search	15 th July 2024
Fastdraft Access	

7. Site Information

The site

Description: The works area is located within the Cudmore Grove Country Park. The damaged seawall lies east of the car parking area and on a public right of way.

Pre – Construction Information

Pre – Construction information to be provided to the Contractor following acceptance of offer

Existing utilities and services

Drawings: Included in Pre – Construction information to be provided to the Contractor following acceptance of offer

Site location plans

Included in Pre – Construction information to be provided following acceptance of offer

Health and safety file

To be provided by *Contractor* following completion of works

Access to site

Description: Cudmore Groove Country Park, Broman's Ln, East Mersea, Colchester, Essex, CO5 8UE

Limitations: Access code through the main access gate at Cudmore Grove will be provided to the Contractor prior to start of works. This will enable 24 hr access to the site.

Use of the site

General: The site is within the boundaries of a popular Essex County Council Country Park and is accessed by members of the public and dog walkers all year round. The site is adjacent to a Public Right of Way which runs along the top of the tidal embankment.