

# NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework  
Lot 3 Vegetation Management, Landscape and Habitat Creation

<b>A contract between</b>	<b>The Environment Agency Horizon House Deanery Road Bristol BS1 5AH</b>
<b>And</b>	<b>VMS</b>
<b>For</b>	<b>Thames tree work June 24</b>
	<b>Contract Forms</b> <ul style="list-style-type: none"><li>- <b>Contract Data</b></li><li>- <b>The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</b></li><li>- <b>Price List</b></li><li>- <b>Scope</b></li><li>- <b>Site Information</b></li></ul>

# Contract Data

## The *Client's* Contract Data

The <i>Client</i> is	Environment Agency	
Address for communications	Osney yard, Bridge Street, Oxford, OX2 0AZ	
Address for electronic communications [relevant Project Manager]	[REDACTED]	
	The <i>Contract Administrator</i> is	
Name	[REDACTED]	
Address for communications	Osney yard, Bridge Street, Oxford, OX2 0AZ	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	To carry out trees works as per tree survey actions detailed in the scope	
The <i>site</i> is	Hurley Lock	
The <i>starting date</i> is	16/08/2024	
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 e.g. replacement of seasonal planting is]	[to be undertaken within e.g. the next suitable planting season]
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) <b>does</b> 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 Landscape Institute to appoint an <i>Adjudicator</i> . The application to the Institution		

includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* 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 [Discuss with DgC Lead if wish to increase]
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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>	1.2x the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	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 Landscape Institute	
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

<b>Z1</b>	<b>Sub-contracting</b>
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.
<b>Z2</b>	<b>Environment Agency as a regulatory authority</b>
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.
<b>Z3</b>	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
<b>Z4</b>	<b>Correctness of Site Information</b>
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.
<b>Z5</b>	<b>The Contracts (Rights of Third Parties) Act 1999</b>
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.
<b>Z6</b>	<b>Design</b>
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.
<b>Z7</b>	<b>Change to Compensation Events</b>
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"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and <i>subcontractors</i></li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
<b>Z8</b>	<b>Framework Agreement</b>
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> .
<b>Z9</b>	<b>Termination</b>
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>
<b>Z10</b>	<b>Data Protection</b>
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
<b>Z11</b>	<b>Liabilities and Insurance</b>
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
<b>Z12</b>	<b>Packaging</b>
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.



<b>Z13</b>	<b>Contract Administrator</b>
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"> <li>• <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works</li> <li>• Clause 16 Access to the <i>site</i> and provision of services</li> <li>• Clause 51 Payment</li> <li>• Clause 82 Recovery of Cost</li> <li>• Clause 83 Insurance</li> <li>• Clause 90 Termination</li> </ul> <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>
<b>Z14</b>	<b>Inflation</b>
<b>Z14.1</b>	<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	Vegetation Management Services LTD	
Address for communications	89-91 Sanders Road, Finedon Road Industrial Estate, Wellingborough, NN8 4TB	
Address for electronic communications	mat@vmsltd.net	
The <i>fee</i> percentage is		%
The <i>people</i> rates are		
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		



# 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	£89,751.75 +VAT
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	<b>Enter the total of the Prices from the Price List.</b>
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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	05/08/2024
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The *Client* accepts the *Contractor's* Offer to Provide the Works

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

Name	
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Position	
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Signature	
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Date	16/08/2024
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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 3 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 3 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 3 Pricing Workbook. The detailed price breakdown reference is [INSERT project specific file reference].

Ref	Description	Sub total	
	<b>Hurley</b> Please remove all arising from the public areas		
1	G14 Common Ash, Remove 3 x trees at E end of group		
2	G15 Willow and Sycamore. Sever ivy and Coppice sycamore.		
3	T3 Common Ash, Remove		
4	T4 Common Ash, Remove		
5	1609 Common Alder, Remove		
6	1625 Common Ash, Remove		
7	1626, Common Ash, Remove dead stem		
8	1627, Common Ash. Remove		
9	1628 Common Ash, Reduce height to 4m and retain for habitat		
10	1608 Coppice Sycamore		
11	G17 – Remove Ash		
	<b>Marlow</b>		
12	T1 Remove • Remove stump: grind out to 150mm below soil level. Please remove all arisings from site		
13	G1 Please remove all arisings from site		
	<b>Days</b>		
14	T14 Monolith at 3m to retain habitat Please remove all arisings from site		

15	T15 Class 3 dieback. Overhanging cabin. Fell tree. Please remove all arisings from site		
16	T17 Class 2 dieback. Overhanging cabin. Likely to decline. Fell tree. Please remove all arisings from site		
	<b>Iffley</b>		
17	T107 Fell tree Please remove all arisings from site		
18	T109 Fell tree Please remove all arisings from site		
19	T110 Fell tree Please remove all arisings from site		
20	T122 Fell tree Please remove all arisings from site		
	<b>Culham</b>		
21	T92, Fell tree		
21	T101 Fell tree		
<b>The total of the Prices</b>		<b>£89,751.75 +VAT</b>	

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 To carry out tree work as recommended by arborist survey and additional work of nuisance trees identified by the Client

1.1.2 To carry out tree work safely to improve the safety of the site and maintain trees

1.1.3 N/A

### 1.2 Description of the *works*

1.2.1 The *works* are felling, pollarding and removing deadwood in accordance with the tree survey actions provided.

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 None required

### 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. Other activities on site are general tasks being carried out by the lock staff, boaters using the area and river and members of the public using the area recreationally.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. Liaise with the lock keeper and Client when required

- 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 are not required as duration of works should be no longer than one month.
- Monthly commercial meetings are not 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.

1.7.4 [Consider if any deliverables are expected that would require submitting and in alignment to the Employer's Information Requirements (EIR)]

## **1.8 Weather Measurements**

1.8.1 The place where weather is to be recorded is: N/A

1.8.2 The weather measurements are to be supplied by: N/A

## **1.9 Quality Management**

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

- None

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

- None

1.9.3 Until the *defects date*, the *Client* shall instruct the *Contractor* to search for a defect.

1.9.4 The *Client* shall notify a defect to the *Contractor* at any time before the defects date.

1.9.5 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.9.6 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.



1.9.7 The *Client* shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:

- The end of the last defect correction period and
- The date when all notified defects have been corrected.

1.9.8 The *Contractor* and the *Client* may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the *Contractor* and the *Client* are prepared to consider the change, the *Contractor* shall submit a quotation for reduced Prices or an earlier completion date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.9 If the *Contractor* has not corrected a notified defect within its defect correction period, the *Client* shall assess the cost of having the defect corrected by other people and the *Contractor* shall pay this amount.

## **1.10 Consents, Permits and Licenses**

1.10.1 The *Client* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works. [The following agreements are in place....]

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:

- TTRO and Conservation checks and agreements in writing from the Local Authority

## **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.

1.12.2 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.



1.12.4 *Sub-contractors* are selected using best value processes. This requires the *Contractor* to make reasonable attempts to obtain three competitive tenders for all work in excess of £25,000 and undertake a value-based assessment on the submitted assessments. The *Contractor* shall submit this assessment to the *Client* for acceptance.

### 1.13 Title

#### Guidance

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

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

#### Marking

1.13.1 [State requirement for marking, and how this is to be done e.g. selection of specimen plants prior to delivery to site]

#### Materials from Excavation and demolition

1.13.2 [Clause 70.2 Decide the title of materials from excavation and demolition – the default is that the *Contractor* has title. State whether the *Client* wishes to salvage any such materials, and if so where they are to be delivered or collected from, and by whom.]

### 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 work to be completed
- Site to be left clean and tidy
- Excess arising to be removed from site.

### 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](mailto:apinvoices-env-u@gov.sscl.com) and
- [ea\\_invoices-pa@environment-agency.gov.uk](mailto:ea_invoices-pa@environment-agency.gov.uk)

## 1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: One site visit to inspect progress and discuss any issues if there is a need to.

1.16.2 Location: Hurley Lock, Iffley Lock, Days Lock and Culham lock.

1.16.3 Client will record and action

## 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
1	1	Days Hazard Map
2	1	Iffley Hazard Map
3	1	Culham Hazard Map
4	1	Hurley Hazard Map

## 3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	V 12	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
SHEW CoP	V 6	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Lot 1 & Lot 3 – Supply Chain Passport Template		
Lot 3 - Vegetation Management Specification		
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	

## 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 **Tammy Gray**. 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 **Tammy Gray**.

### 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* chooses whether to cut by machine (ride-on Equipment) or by hand (hand tools and non-ride-on Equipment). The primary factors considered when determining the method of cutting are:

- the safety of the *Contractor's* operatives and the general public
- protection of the assets, particular consideration should be given to the Armaflex, Enkamat and Bodpave area's within the site
- protection of natural and human-made features within and surrounding the site
- protection (from harm and disturbance) of fauna and flora within and surrounding the site area

4.4.2 The *Contractor* shall choose the most appropriate plant to complete the works.

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

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

4.4.5 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. The *Client* has, where possible, started the application process which will need to be transferred to the *Contractor* and finalised. 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 Only small amounts of arising can be left on site and not in the public areas.

4.8 [INSERT any additional clauses or constraints]

### **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

5.8 [INSERT any additional requirements]

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

Item	Date by which it will be provided
Hazard Map	26/06/2024
Fastdraft Access	29/07/2024

## 7. Site Information

### The site

Description: The site is an operational lock and weir site with a public footpath running through it and a small café on the site

### Existing utilities and services

Drawings: N/A

<b>Soils and Ground water</b> Information: None
<b>Site investigation</b> Report: VMS have arborist surveys
<b>Site location plans</b> Issue details: See hazard plans
<b>Health and safety file</b> Issue details: Not required for tree work
<b>Access to site</b> Description: Access from the village car park along a narrow foot path and steep footbridge. Access by boat is possible Limitations: No vehicle access to site Access for inspections: By foot
<b>Use of the site</b> General: <ul style="list-style-type: none"> <li>• Recreational</li> <li>• Environment Agency staff may be operating assets</li> </ul>
<b>Surrounding land / building uses</b> General: Adjacent and nearby uses are as follows: <ul style="list-style-type: none"> <li>• Boat yards</li> </ul>
<b>Health and safety hazards</b> 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: <ul style="list-style-type: none"> <li>• People in area of work</li> <li>• loose dogs,</li> <li>• boaters close to banks</li> </ul> <p>Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the <i>works</i>.</p> <p>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.</p>