

# 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>Land &amp; Water Services Ltd</b>
<b>For</b>	<b>Vegetation management, Habitat creation and Landscaping - Marsh House Farm Parcel 8926</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		
Address for electronic communications		
	The <i>Contract Administrator</i> is	
Name		
Address for communications		
Address for electronic communications		
The <i>works</i> are	The project aims to take a former arable field and establish field boundary fences and hedgerows and seed the field with a seed mix that will contribute to creating Biodiversity Net Gain units for use by the Environment Agency.	
The <i>site</i> is	Marsh House Farm, British National Grid – X – 449795.75375, Y – 526246.02714, Lat/Long – Latitude – 54.62891°N, Longitude – 1.23018°W The red line boundary of the site shown in Appendix – A.	
The <i>starting date</i> is	30/06/2025	
The <i>completion date</i> is	26/06/2028	
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> for	replacement of seasonal planting is	to be undertaken within the next suitable planting season.
	Defects raised in the interest of health, safety or the environment	24 hours

	any other Defect	2 weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	Nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <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 <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	0.5	% per complete week of delay.
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	£1,000,000	
The <i>Client</i> provides this insurance	None	
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><i>Contract Administrator</i></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><i>Inflation</i></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	Land & Water Services Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	15	%
The <i>people rates</i> are	As per the Price Schedule_Lot 1_NORTH EAST	
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.	<div> <div></div> <div></div> <div></div> </div> <p>Form of Contract: NEC4 ECSC</p>	Full support for delivery of these works
2.	<p>Form of Contract:</p>	
3.	<p>Form of Contract:</p>	
4.	<p>Form of Contract:</p>	

# 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	£65,365.38
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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	03/12/24
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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	01/07/2025
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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.

Ref	Description	Sub total
	(see Appendix 1 – Pricing Document)	
<b>The total of the Prices</b>		£65,365.38

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

Marsh House Farm Parcel 8926 is an 18-hectare field of currently arable farmland within a wider EA land holding. The project aims to identify a future land management option that balances securing environmental and financial returns from the land that supports achievement of long-term flood risk and environmental strategies in the area.

This project seeks to identify and implement any additional environmental enhancements that can supplement the preferred land use that support statutory or corporate EA requirements, or wider environmental sustainability goals. Also, to establish agreements as necessary to secure the ongoing maintenance of those additional environmental enhancements.

This is to be done using the AOMR Lot 3 framework and aims to be a mini competition between suppliers under NEC4 ECSC contract. This AOMR Lot 3 framework provides vegetation management, habitat creation and landscaping to the project area.

The project site is next to two local wildlife sites: Phillips Tank Farm Grassland and the Saltern Saltmarsh. It is also located next to the Teesmouth and Cleveland Coast Special Protection Area (SPA) and Site of Special Scientific Interest (SSSI). Any work carried out on the project site must comply with the regulations covering these designations.

### 1.1 Project background

1.1.1 The Environment Agency purchased 78ha of land, at Marsh House Farm in 2009. This is the largest EA landholding in the North East Area and offers the potential to deliver significant environment enhancement on the edge of the Tees Estuary.

The purchase was to deliver statutory habitat compensation, required to offset the future predicted losses to intertidal habitat resulting from implementation of the Tidal Tees Flood Risk Management Strategy 2010 and the Redcar Flood Alleviation Scheme.

The Greatham North Managed Realignment Scheme delivered 20ha of compensatory intertidal habitat and 9ha of Biodiversity Action Plan (BAP) habitat in 2015. This together with an additional 22ha, giving a total of 51ha, was leased to the RSPB under the terms of a 99-year lease agreement, in 2018.

The remaining 27ha was split between an area of 18ha leased to a local farmer, on a rolling 1-year agricultural tenancy, and an area of 9ha retained by the EA. Of the 9ha under direct EA control 5ha is contaminated land, which was capped as part of the compensatory habitat creation scheme, and a 4ha block that was converted to intertidal habitat, as part of the Greatham South Flood Alleviation Scheme (FAS).

The lease on the 18ha field has now ended and the area is now back under the EA's direct control.

1.1.2 A study considered several options to maximise the use of the 18ha and the future management of the 9ha parcel. The conclusion of the paper was to progress Options 1b and 2d, which are summarised below:

Option 1b - The whole 9ha to be leased to the RSPB or another eNGO to manage for nature conservation;

Option 2d - End the current agricultural lease, to enable the Environment Agency to create additional habitat. The biodiversity units (BDUs) created would then be used to deliver any Biodiversity Net Gain (BNG) planning requirement on any of the Environment Agency's capital programme, in accordance with the new BNG process.



## 1.2 Description of the works

1.2.1 The Marsh House Farm Parcel has the potential to create biodiversity units (BDUs), which could contribute to BNG Requirements for the Environment Agency programme of flood alleviation and environmental enhancement schemes.

The key outcomes required for this project are:

1. Attendance to 2 pre-start meetings to support the *client* in finalising the design and resulting quantities, provide a suitably experienced person or people to support the *client*.
2. Setting out the site boundary and installing 800m stock-proof fencing around the northern boundary to support 800mm of hedgerow planting, followed by 800m of hedge protection fencing.

Miscellaneous:

3. Contribute to the Environment Agency's aims to reduce carbon through the creation of habitat.
4. Contribute to the creation of Biodiversity Net Gain uplift.

The seed mix application rate and hedgerow planting requirements shall be in accordance with the Lot 3 - Vegetation Management Specification. The reference to the specification is Lot 3 – Landscape Spec Prelims (31/01/2024) and Lot 3 – Landscape Spec Works – 24.

## 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 the end date of the contract, at a frequency requested by the *Client*. The *Client* confirms the date and venue of these meetings. The *Client* chairs and may record these meetings.
- Monthly commercial meetings from the starting date to the end date of the contract. 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.

1.7.4 The *Contractor* shall submit all deliverables to the *Client* for acceptance. The *Contractor* shall allow a minimum of two weeks for review of all draft deliverables by the *Client*, and ensure sufficient time is included to address any comments arising.

## **1.8 Weather Measurements**

1.8.1 The place where weather is to be recorded is: at the Work Location(s), as specified in the Met Office Location and Station Downtown Map for Billingham (Lat/long 54.6124, -1.2894). Weather should be recorded in the *Contractor's* Daily Dynamic Risk Assessment.

1.8.2 The weather measurements are to be supplied by: *Contractor* to arrange and supply weather measurements from the Met Office for each calendar month whilst works are on site.

## **1.9 Quality Management**

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

- *Contractor* to assess site environmental considerations and possible habitat constraints. These must be shared and communicated with the *Client* prior to any works commencing.
- *Contractor* to assess site and adjacent land use or site constraints.
- *Contractor* to assess ground conditions on site and access routes, and associated accessibility for plant and vehicular or pedestrian access.
- *Contractor* to check for presence of overhead utilities or private utilities.

- *Contractor* to record photographic evidence to document completion – to include at minimum a ‘before’ and ‘after’ photo where practicable.

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

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

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

1.9.5 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.

1.9.6 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.

1.9.7 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.

1.9.8 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.

1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works if required.

## **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 Additional works instructed as CEs under this contract must each be scoped and assessed individually, to assess whether the CDM Regulations apply to each CE or project/maintenance activity. 1.11.3 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.

1.11.4 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 Completion**

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

1.13.2 The following criteria must be met for the *works* to be certified as Complete

1. all site perimeter fencing, temporary works, materials storage and waste must be removed from site.
2. all public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

1.13.3 The following are absolute requirements for Completion to be certified, without these items the *Client* is unable to use the *works*:

- Before and After site photos

### **1.14 ACCOUNTS AND RECORDS**

1.14.1 The *Contractor's* application for payment shall be submitted on FastDraft and supported by a breakdown of the *works* for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

1.14.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at monthly or quarterly intervals (to be agreed with the *Client* or *Project Manager*).

1.14.3 The *Contractor* shall issue a draft invoice with price breakdown to the *Client* by email for review and approval, before sending to SSCL.

1.14.4 The *Contractor* shall issue invoices to the following three (3) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line

### **1.15 SITE PROGRESS MEETINGS**

1.15.1 Frequency: Once every month at minimum or confirmed by *Client/Project Manager*.

1.15.2 Location: At minimum by telephone or MS Team Call or confirmed by *Client/Project Manager*.

1.15.3 Chairperson (who will also take and distribute minutes): to be confirmed by *Client/Project Manager*.

## 2. Drawings

Drawings and Maps are provided in Appendix A, and outlined below:

Drawing Number	Revision	Title
		Site Location Plan
		Site red line boundary
		Map showing area for seeding and hedgerow/fence alignment
		Hazard Map
		Current site condition
		Service Plan Northern Power Grid

## 3. Specifications

Additional relevant specifications are listed below:

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Lot 1 & Lot 3 – Supply Chain Passport Template		
Lot 3 - Vegetation Management Specification	04/03/2024	
Lot 3 – Landscape Spec Prelims – 24 02 06.pdf	31/01/2024	
Lot 3 – Landscape Spec Works – 24 02 06.pdf	31/01/2024	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 6	

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

4.1 The project site is next to two local wildlife sites – Phillips Tank Farm Grassland and the Saltern Saltmarsh. It is also located next to the TeesMouth and Cleveland Coast SSSI. Thus, any work carried out on the project site must consider the protection of these areas.

4.2 The Client is committed to the environmental principles of stewardship and sustainability and has corporate goals to maintain and enhance the water environment. The Contractor shall

provide the works in accordance with environmental best practice. The Contractor shall produce a suitable Environmental Risk Assessment to identify the possible risks from their activities and appropriate measures to minimise or eliminate them. Permitting and/or exemption of activities that are covered in the Environment Permitting Regulations shall be considered and the relevant permissions obtained prior to works starting on site.

4.3 Whilst working in a river channel, drainage course or flood plain, the Contractor takes all necessary measures for the adequate discharge of flood waters and for the continued operation of all land drainage systems in the area.

4.4 The Contractor shall prepare, for acceptance of the Client, a Pollution Emergency Plan prior to the construction works, including a 24-hour call-out procedure with the associated telephone numbers.

4.5 The Contractor shall not commence any work on the site until the Client, or their representative, has accepted the risk assessments and method statements, Environmental Action Plan (EAP) related to 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.

4.6 Additional work outside of this contract will be managed as Compensation Events (CEs). These will be scoped, and Client/Project Management roles outlined within the PCI for each CE.

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

#### **4.8 Protection against Damage**

4.8.1 Any structure or service affected by the works needs to be considered for protection. Specific assets are identified below. Should the Contractor's working method affect additional assets then it is their responsibility to plan and undertake necessary protection.

4.8.2 The Contractor shall avoid damage to highways, roads, properties, land, trees and other vegetation, boundaries and any other features of the apparatus of statutory undertakers, the Highways Authority and others. In the event of damage, the Contractor shall undertake repairs to pre-construction condition.

4.8.3 The Contractor shall restore any fencing that they are permitted to remove and repair any fencing or gates that may be damaged as a result of their operations.

4.8.4 Debris burning shall not be permitted under any circumstances.

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

4.8.6 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.

4.8.7 The Client has the contractual right to access the working area as shown in the drawings. The Contractor shall determine the access's suitability and agree with the landowner if the identified routes are unsuitable.

4.8.8 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.

4.8.9 Compensation will be agreed and paid by the Client (via its appointed land agents) to affected landowners based on the Contractor's programme, proposed access routes and method statements. Compensation claims incurred due to the Contractor's failure to comply with its programme, access routes and/or method statements will be passed on to the Contractor.



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

4.8.11 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. 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.

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

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

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

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

4.8.16 The *Client* requires twenty-four (24) hours / 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*.

4.8.17 The *Contractor* shall undertake an inspection and obtain pre- and post-work condition photos of any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request.

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

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

4.8.20 Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (CEs) and revised programmes depending on *Contractor* performance.

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

#### **4.9 Choice of Equipment**

4.9.1 The *Contractor* shall choose the most appropriate plant to complete the works. The primary factors considered when selecting the plant are:

- the safety of the *Contractor's* operatives and the general public
- 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

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

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

4.9.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

#### **4.10 Permits**

4.10.1 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, the need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

#### **4.11 Working times**

4.11.1 The *Contractor* will be permitted to work between 8:00 am 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 subject to advance agreement with the *Client*.

## **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.

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

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

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

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

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

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

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

5.7 The *Contractor* shall submit a revised programme to the *Client* 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	16/06/2025
Fastdraft Access	16/06/2025

## 7. Site Information

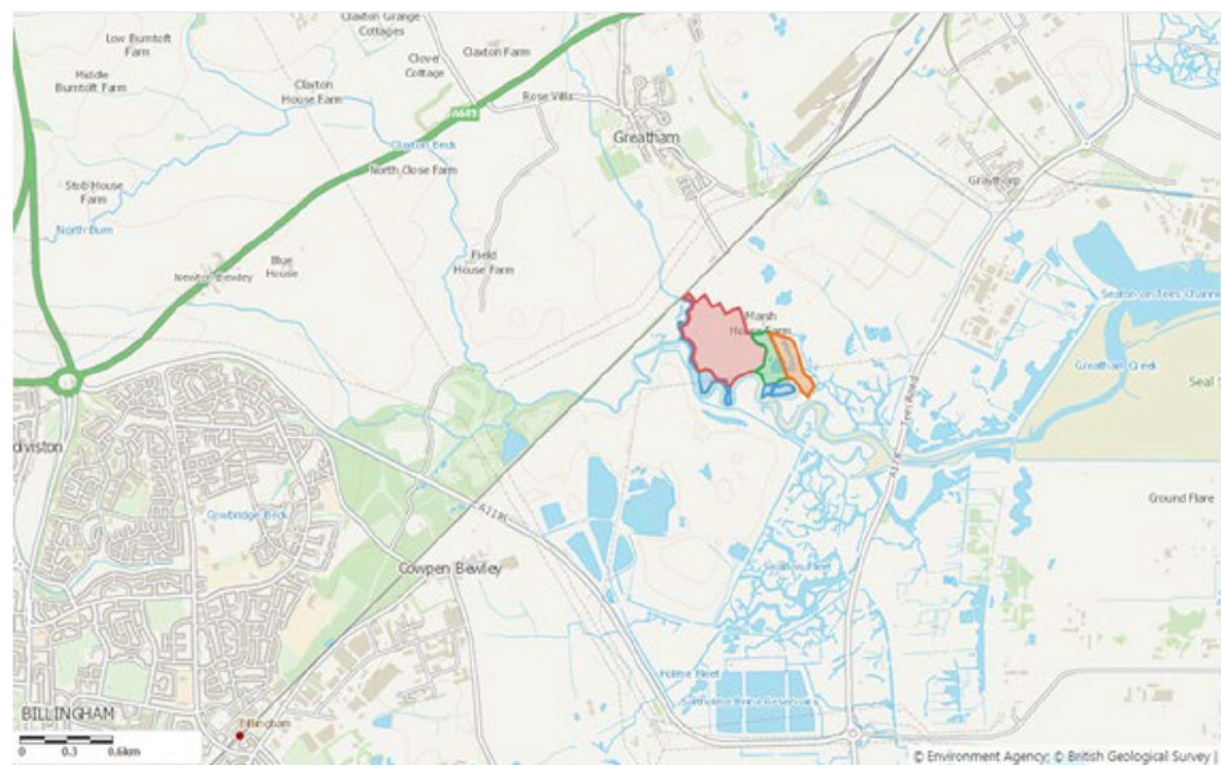
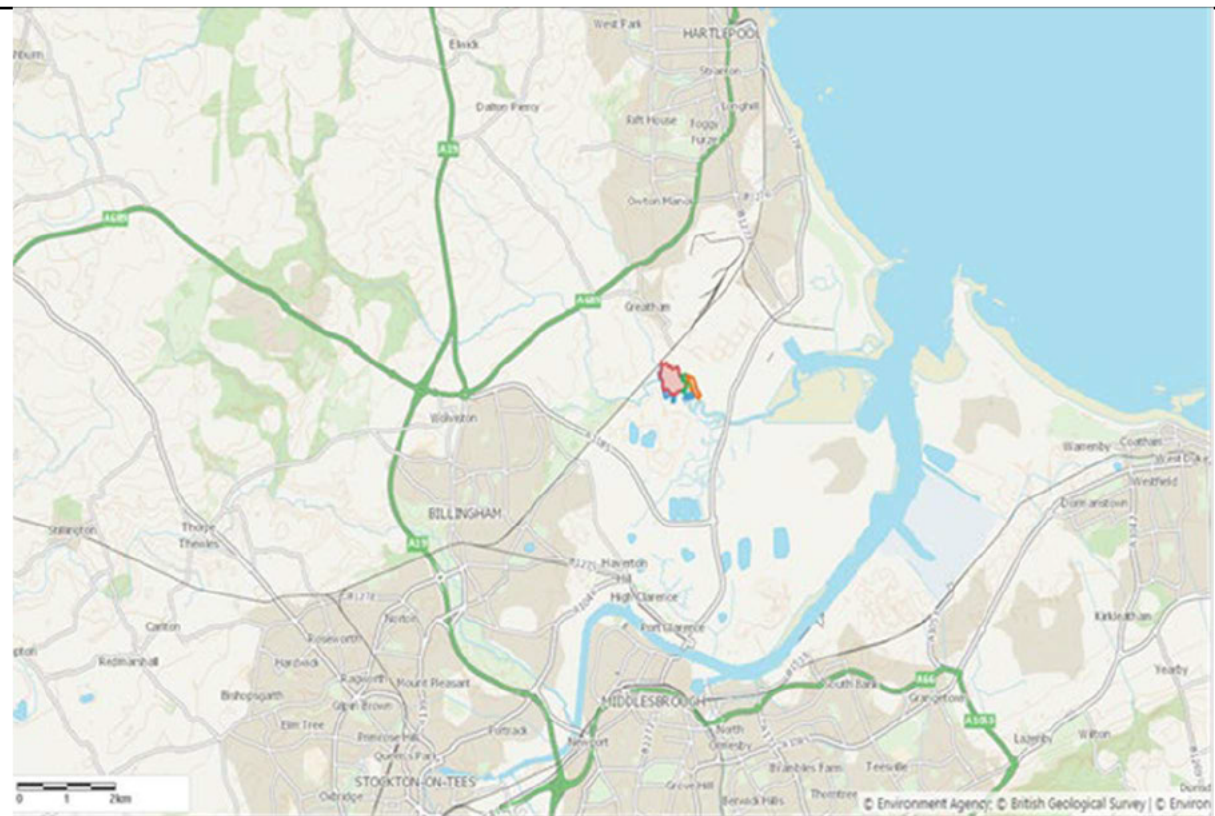
All relevant Site Information is included in Appendices A-F.

The accuracy and sufficiency of this information is not guaranteed. The Contractor shall ascertain if any additional information is required to ensure the safety of all persons and the works.

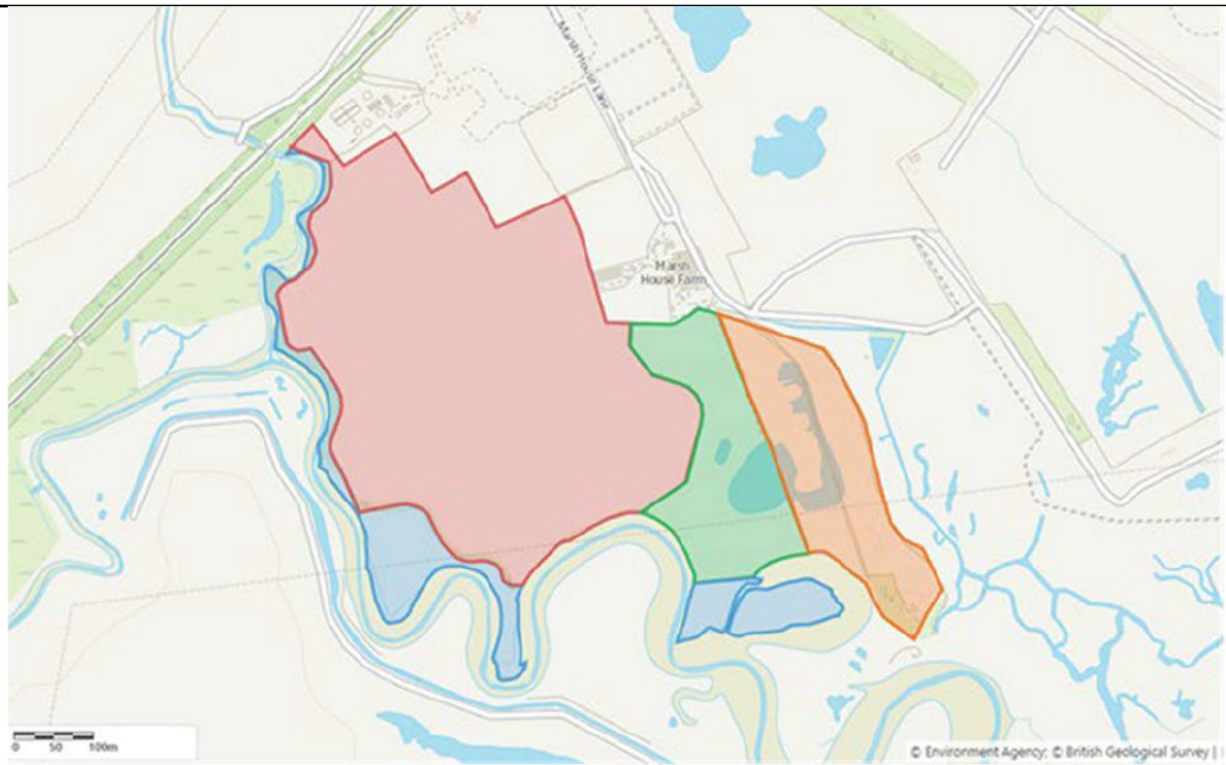
### A.The site

Description: Marsh House Farm Parcel 8926 is an 18-hectare field of currently arable farmland within a wider EA land holding.

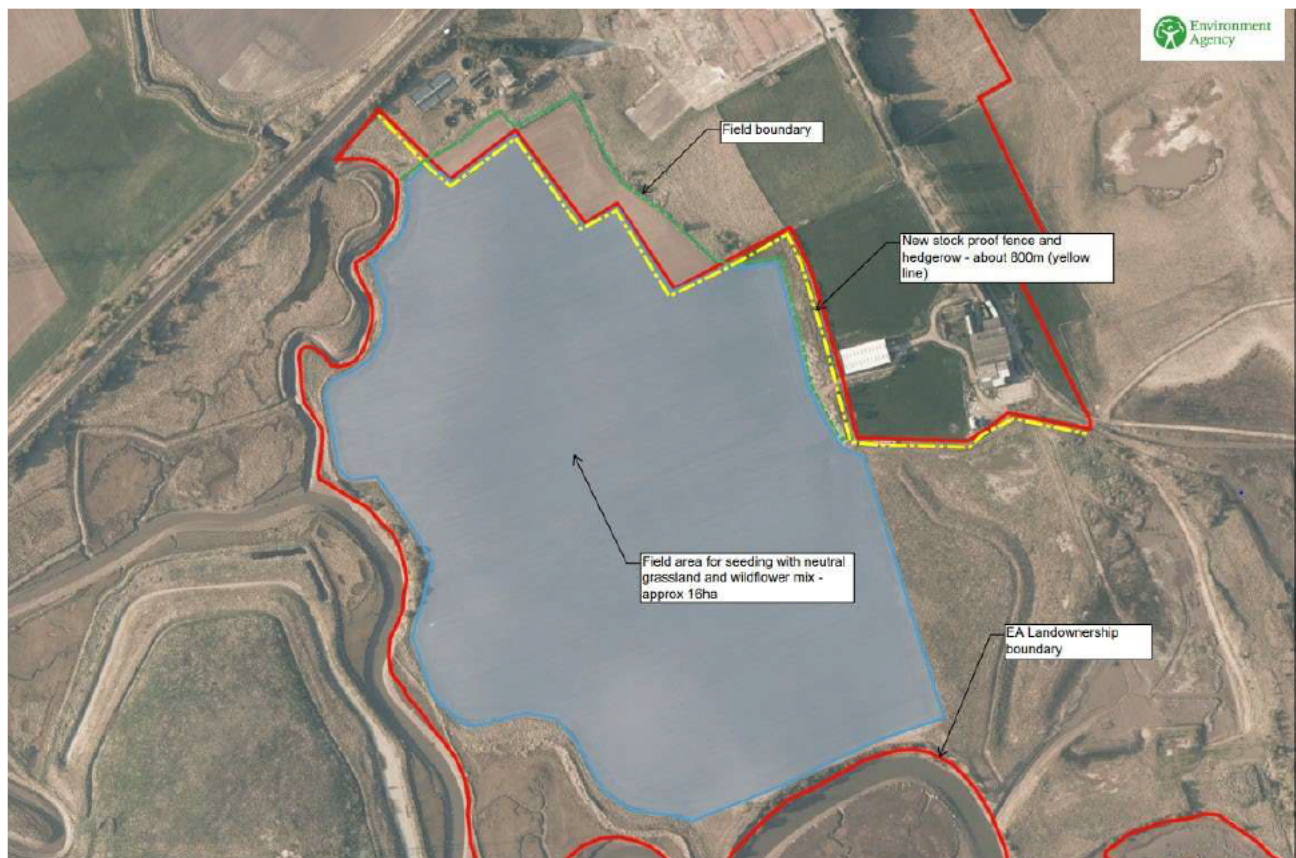
The drawings describing the location of the works can be seen below. The 18 Ha project site is marked out by the red shaded area seen in the images below.







The below map shows area for sowing the seed mix and hedgerow/fence alignment.





The map below is hazard map and gives details of various hazards present on site and information on access to site.

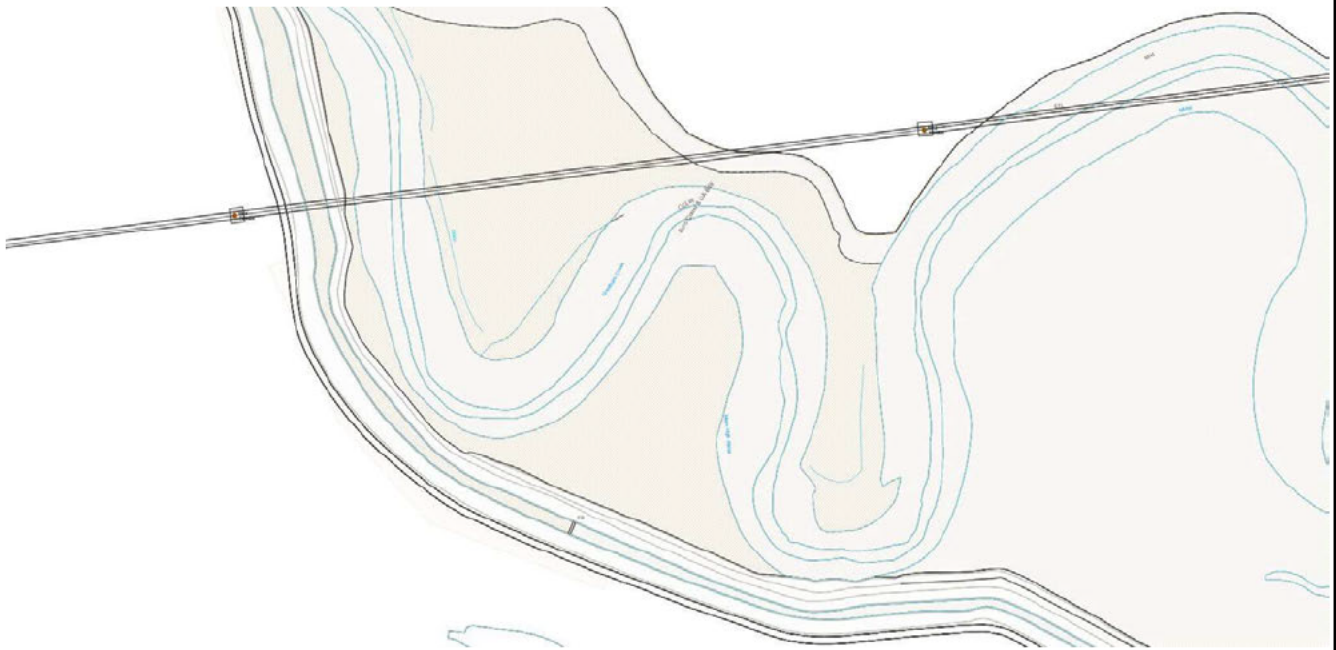


The picture below depicts the current state of site.





The map below shows the service plan for Northern Power Grid.



#### **B.Existing utilities and services**

Presence of overhead cables shown in service plan on Appendix A.

#### **C.Soils and Ground water**

Information: To be provided on completion of soil testing.

#### **D.Access to site**

Description: Access is from Greatham Village over the level crossing on Marsh House Lane past Marsh House Farm property and through the gate to the south of the farm.

Limitations: Access is to be in line with the access agreement held between the landowner of the farm property and the EA. This will be shared with the successful Contractor. Ongoing access is to be planned in advance with 14 days notice provided to the EA so that the landowner can be notified.

Access for inspections: None required

#### **E.Surrounding land / building uses**

General: It is located next to two local wildlife sites - Phillips Tank Farm Grassland and the Saltern Saltmarsh. It is also located next to the Teesmouth and Cleveland Coast SPA and SSSI.

#### **F.Health and safety hazards**

General: The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

Any potential ground contaminants - 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.

Working close to tidal watercourses - The site is adjacent Greatham Creek and Greatham Beck on the western edge, these watercourses are intertidal channels, there is no formal boundary edge and as such consideration shall be made to working in proximity of an intertidal

watercourse, where some lower areas of land in and around the working areas may become inundated in varying tidal conditions and levels. This boundary also has some steeper areas of land where falls from height could result in injury or drowning. The edges may also be undercut due to tidal conditions and consideration is to be given in risk assessments and subsequent control measures planned and implemented.

Overhead Powerlines – Follow GS6 "Avoidance of Danger from Overhead Electric Lines"

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.

#### Appendix 1 – Pricing Document (Deliverables)

Item No	Description	Unit	Quantity	Rate	Price
1	Review of all documentation and collation of queries	item	1	£345.00	£345.00
2	Meeting attendance 1 - half day workshop	item	1	£575.00	£575.00
2a	<i>Initial Design Concepts</i>				
2b	<i>Identification of risks and issues</i>				
2c	<i>Opportunities for carbon reduction, value addition and cost reduction</i>				
2d	<i>Advise on design optimisation and material selection.</i>				
2e	<i>Document key discussion notes and actions</i>				
3	Site visit to set out and peg the site boundary and agree with EA rep on site, produce topographical survey.	item	1	£1,150.00	£1,150.00
4	Type B Survey (refer to documents PAS128:2022 and HSG47) for underground services, including desk-based assessment, GPR survey and Cat & Genny survey. Produce a combined service plan.	item	1	£1,725.00	£1,725.00
5	Meeting attendance 2 - half day workshop	item	1	£575.00	£575.00
5a	<i>Review actions and updates on design following first meeting</i>				
5b	<i>Review outputs of surveys.</i>				
5c	<i>Agree sequence of works and overall schedule.</i>				
5d	<i>Finalise design details and confirm material selection.</i>				
5e	<i>Update risks and issues log.</i>				
5f	<i>Produce a meeting report</i>				
6	Produce a bill of quantities and costings for design.	item	1	£345.00	£345.00
7	Produce a schedule (or input into EA's) of the works over the coming years.	item	1	£230.00	£230.00

8	Produce Risk assessments and method statements for the works.	item	1	£460.00	£460.00
9	Provision & maintenance of welfare	weeks	4	£1,150.00	£4,600.00
10	Provision & maintenance of security fencing and signage.	m	60	£6.90	£414.00
11a	Installation of Q40 fencing (inner)	Lin. m	800	£15.77	£12,613.2
11b	Installation of Q40 Fencing (outer)	Lin. m	800	£15.77	£12,613.2
12	Supply of native species hedging plants (5 per lin meter)	Lin. m	800	£5.96	£4,765.00
13	Planting of Q31 Native species hedging plants (Q31:470 and 471) - 800 lin. M	Lin. m	800	£13.80	£11,040.00
13a	Maintenance (hedgerow and fencing) – Year 1	sum	1	£2,242.50	£2,242.50
13b	Maintenance (hedgerow and Fencing) and replacements – Year 2	sum	1	£2012.50	£2012.50
14	Install (Q31:567) Tree spiral guards: 600mm high x 130-160mm diameter	Nos	4000	£2.42	£9660.00
	<b>Total</b>				<b>£65,365.40</b>