

NEC4 Engineering and Construction Short Contract


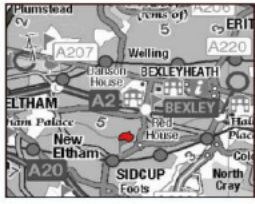

Asset Operation, Maintenance and Response Framework

Lot 1 Civil Engineering (Maintain and Construct)

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land & Water Services Ltd
For	Lamorbey Reservoir MIOS
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

The <i>Client</i> is	Environment Agency
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH
Address for electronic communications	
The <i>works</i> are	Regularise spillway crest and reinforce reservoir spillway with propriety bank protection and associated ancillary requirements, and alter the golf tees, as per the Scope.
The <i>site</i> is	<p>as indicated by the red line below:</p>  <p>The reservoir is located in southeast London in the Sidcup area at OS national grid reference TQ 468 732. Hurst Rd, Sidcup DA15 9AW</p>
 <p>Legend</p> <p>■ Lamorbey Reservoir</p> 	

The <i>starting date</i> is	18 November 2024	
The <i>completion date</i> is	30 November 2025	
The <i>delay damages</i> are	£nil	per day
The <i>period</i> for reply is	2	weeks
The period between completion of the <i>works</i> and the <i>defects date</i> is	52 weeks	
The <i>defects correction period</i> is	4	Weeks, except that
The <i>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	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	The Contract Price	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the 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 contract price in respect of every claim without limit to the number of claims	6 years following the completion of the whole works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	Litigation in the courts	

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) 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 subcontractors and suppliers 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	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. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
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	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <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	Delete the text of Clause 92.3 and replace with: 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.
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.
Z110	Inflation
	<p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p style="padding-left: 40px;">The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p style="padding-left: 40px;">The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1–month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>

Contract Data

The Contractor's Contract Data

	The <i>Contractor</i> is	
Name	Land & Water Services Ltd	
Address for communications	Albury Mill, Mill Lane, Chilworth, Guildford, GU4 8RU	
Address for electronic communications		
The <i>fee</i> percentage is	As framework	%
The <i>people</i> rates are	As framework	
category of person	Unit	rate
The <i>published list of Equipment</i> is		As framework
The <i>percentage for adjustment for Equipment</i> is		As framework

Sub-contractors

	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	£ 686,369.89
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the <i>Contr</i>	
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Name	
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Position	
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Signature	
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Date	
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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	
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Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

The *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes. The tenderer enters the amount in the Price Column only: the Quantity and rate columns being left blank.

Ref	Description	Unit	Qty	Rate	Price
01	Site condition survey and report				
02	Mobilisation, including site preparation and accommodation				
03	Consents, permits and licences, including FRAPs				
04	Design of temporary works				
05	Temporary works				
06	Full design of permanent works				
07	Additional modelling for design level				
08	Levelling points and benchmark				
09	UXO mitigations				
10	Environmental mitigations, including contaminated land				
11	Crest works, spillway, golf tee (MIOS actions 3, 4 and 5)				
12	Armorloc repair and extension				
13	Review access track condition				
14	CCTV works				
15	Watermain works				
16	Fencing works				
17	Management of the works				
18	Testing and inspection				
19	Tasks for completion (including QCE sign off)				
20	Reinstatement of golf tee, vegetation				
21	Operation and Maintenance Manual				
22	Additional Price List items (<i>Contractor</i> to specify)				
22A					
23B					
21C					
The total of the Prices					£686,369.89

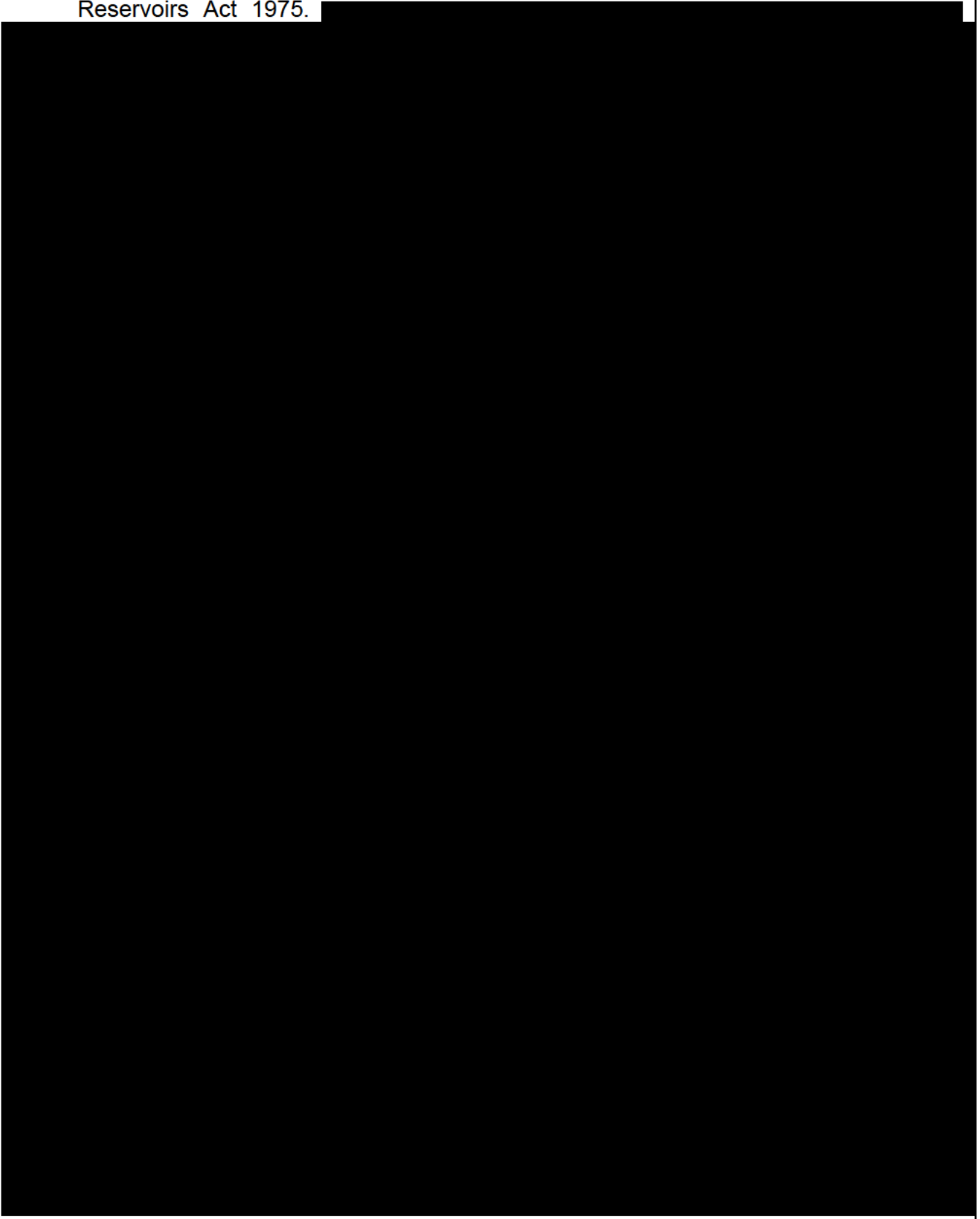
The method and rules used to compile the Price List are:

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Pricing Workbook.

Scope

1. Description of the *works*

1.1 Project background

- 1.1.1 The project seeks to address the outstanding Measure in the Interest of Safety (MIOS) issued following the last Section 10 inspection to ensure compliance with the Reservoirs Act 1975.
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1.1.2 The project objectives are to:

- ensure that the spillway and wider embankment can safely pass floods events up to and including the Probable Maximum Flood (PMF);
- undertake geometry modifications to restore the reservoir crest as recommended by the ARPE;
- continue to provide the current Standard of (flood) Protection (SOP) to the communities downstream so far as reasonably practicable; and,
- comply with all applicable and latest legislation – this includes meeting the MIOS deadlines as part of Reservoirs Act 1975 requirements with full MIOS signoff by October 2025.

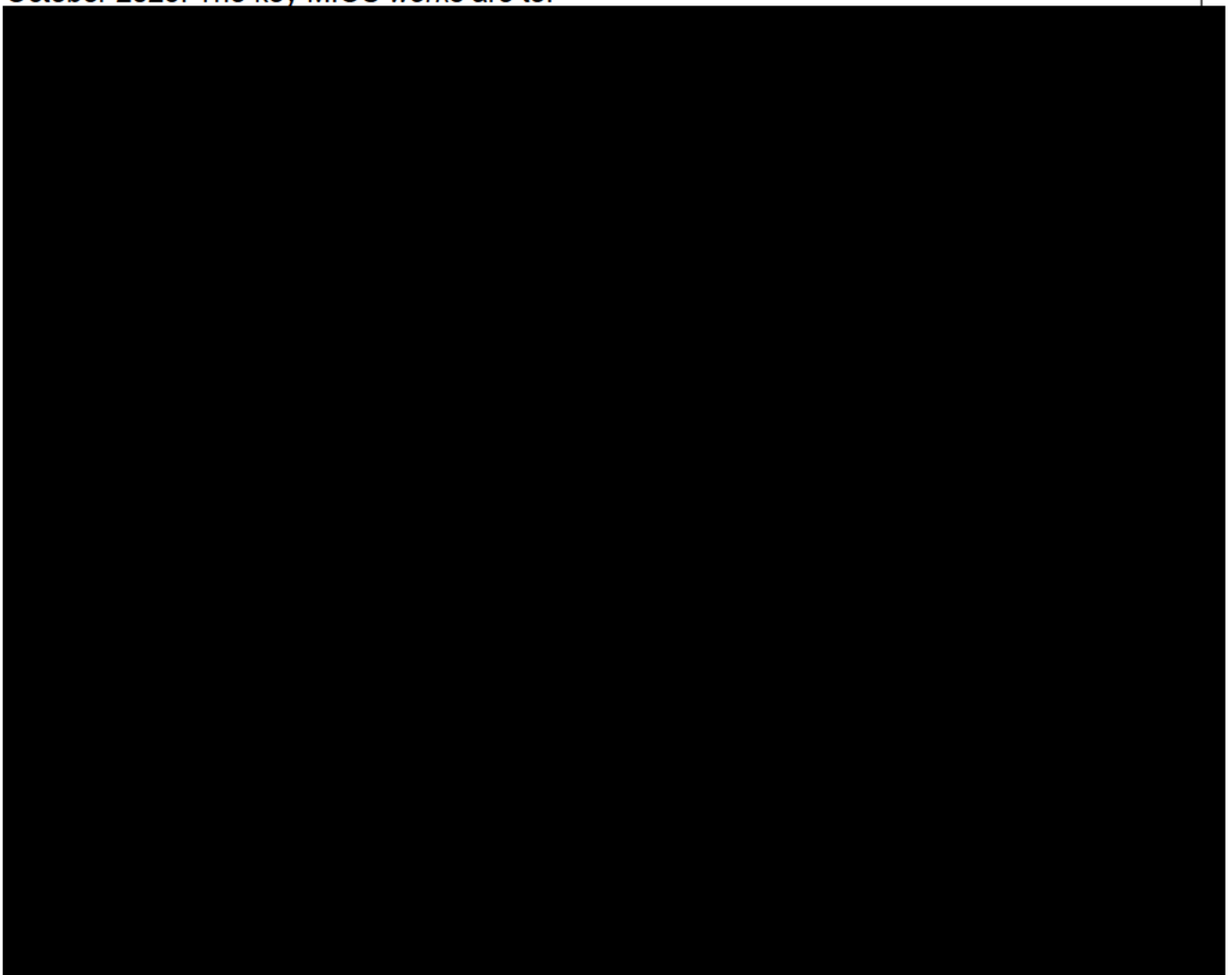
As undertakers of Lamorbey Flood Storage Reservoir, the EA is responsible for the delivery of works to the required standards and any Supervising or Inspecting Engineer's instructions. These objectives ensure we achieve these requirements, whilst ensuring we improve the local environment surrounding.

1.1.3 Contract specific objectives:

- Deliver the MIOS works before 16 October 2025 in line with the requirements set out within this Scope.

1.2 Description of the works

1.2.1 The *works* shall ensure the measures in the interest of safety (MIOS) are met by October 2025. The key MIOS *works* are to:



1.3 Contractor's design

1.3.1 The *Contractor* shall develop full temporary works and permanent work designs with the *Client* including the Field Service and Area Teams

1.3.2 The *Contractor* shall issue design work to the Qualified Civil Engineer (QCE) for sign-off and liaise with them monthly

1.3.3 The *Contractor* shall produce a technical note for the design of the grass reinforcement

1.3.4 The *Contractor* shall design the scheme considering the environmental sensitivities and opportunities of the sites and involving key environmental specialists as appropriate within the *Contractor* and the *Client's* organisation

1.3.5 The *Contractor* will review previous topographic survey to identify gaps in existing data. The *Contractor* will use this to inform the scope of supplementary topographic survey required

1.3.6 The *Contractor* shall review whether any Ground Investigation is required to undertake the design and agree the scope with the *Client*

1.3.7 The *Client* will arrange for a non-intrusive survey to detect key utilities (e.g. GPR) to inform design. The *Contractor* shall determine the extent of the survey and produce a specification for the survey in accordance with EA Guidance and Principal Designer discussion, defining type and purpose of survey including extents and available information

1.3.8 The *Contractor* shall review existing reservoir safety hydrology (0.1% AEP, 0.01% AEP, PMF) to identify any updates required to meet current best practice

1.3.9 The *Contractor* shall review existing models for suitability to undertake the detailed design' The *Contractor* will undertake any additional modelling to determine if the design level can be higher than that defined in the Section 10 following review of the existing modelling.

1.3.10 The *Contractor* shall produce a Water Environment (WFD) Regulations (WER) Full Assessment

1.3.11 The *Contractor* shall develop a Preliminary Ecological Appraisal (PEA) Report

1.3.12 The *Contractor* shall develop a Historic Environment Management Plan

1.3.13 The *Contractor* shall produce the Final Landscape Master Plan

1.3.14 The *Contractor* shall produce the Environmental Action Plan (EAP)

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. Others include:

- the golf course manager
- Historic England
- London Borough of Bexley

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the works. The *Contractor* shall co-operate with Others in accordance with the *Contractor's* site safety procedures prior to commencing any work on their land.

1.6.3 The *Contractor* will liaise with the golf course manager and greens staff to allow for minimal disruption to the golf course activities, including golf competitions.

1.7 Management of the Works

1.7.1 The *Client* and *Contractor* administer the contract using the *Client's* contract management tools. This is currently FastDraft but may be transferred to similar systems from time to time.

1.7.2 The *Client* and *Contractor* attend the following meetings:

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

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

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

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: Southeast London in the Sidcup area at OS national grid reference TQ 468 732. Street address: Hurst Rd, Sidcup DA15 9AW

1.9 Quality Management

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

- Condition survey of the road and access point to ensure no issues with access
- Inspection of embankment and golf tee soil for hazardous material
- At completion, a topographic survey to ensure works are constructed to the design

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.

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:

- Flood Risk Activity Permit (FRAP)
- Historic England
- UXO
- Services

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 applicable to the *works*. The *Contractor* acts as *Principal Contractor* under the Regulations.

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 *Contractor* updates the notice on Contracts Finder with details of the successful *subcontractor*.

1.13 Title

Marking

1.13.1 N/A

Materials from Excavation and demolition

1.13.2 The *Contractor* shall dispose of any arisings.

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.

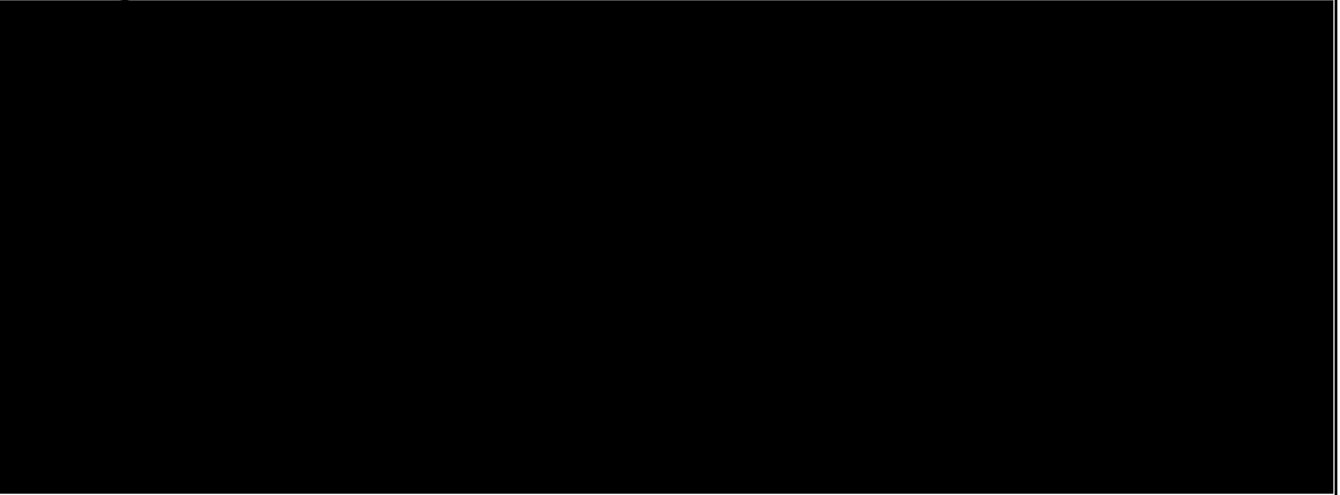
1.14.2 The following criteria must be met for the *works* to be certified as Complete:

- 1 hard copy of Operating and Maintenance Manuals and one electronic version.
- an electronic version of red-marked drawings produced and provided by the *Contractor*.
- population of the *Client's* latest version of the Project Cost and Carbon Tool (PCCT), or its successor
- transfer to the *Client* databases of BIM data.
- delivery of the Final Carbon Report.
- collated Certificate(s) of Conformity issued from the supplier/manufacturer (where applicable).
- when the *Contractor* has done all the work included in the Scope
- all photographs and videos as required by the Scope are handed over to the Project Manager.
- temporary works have been removed and any land restored to pre-construction condition.
- no uncorrected notified Defects will exist that prevent safe access & operation by the *Client*.
- no uncorrected notified Defects will exist that present a health & safety hazard to the public.
- conduct a project handover meeting that includes the *Client*.
- all excavation, earthworks, topsoiling and re-seeding work must be fully complete, and all construction plant, and machinery must be removed from site.

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

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

Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:



1.15 ACCOUNTS AND RECORDS

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

1.15.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*).

1.15.3 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

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

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: once weekly for duration of project.

1.16.2 Location: *Contractors* compound on the Site.

1.16.3 Chairperson: Project Manager

2. Drawings

Drawing Number	Revision	Title

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
SHEW CoP	V 6	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	
Exchange Information Requirements (EIR)	V3	

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

The *Contractor* shall not commence any work on the *site* until the *Client*, and QCE, has accepted the method statements and risk assessments related to this contract and to the MIOS works.

The *Contractor* will consider the golf course activities and build a programme around it to be as least intrusive as possible.

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to the Project Manager. 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 the Project Manager.

4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures, golf course greenery (turf, decorative features) 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*.

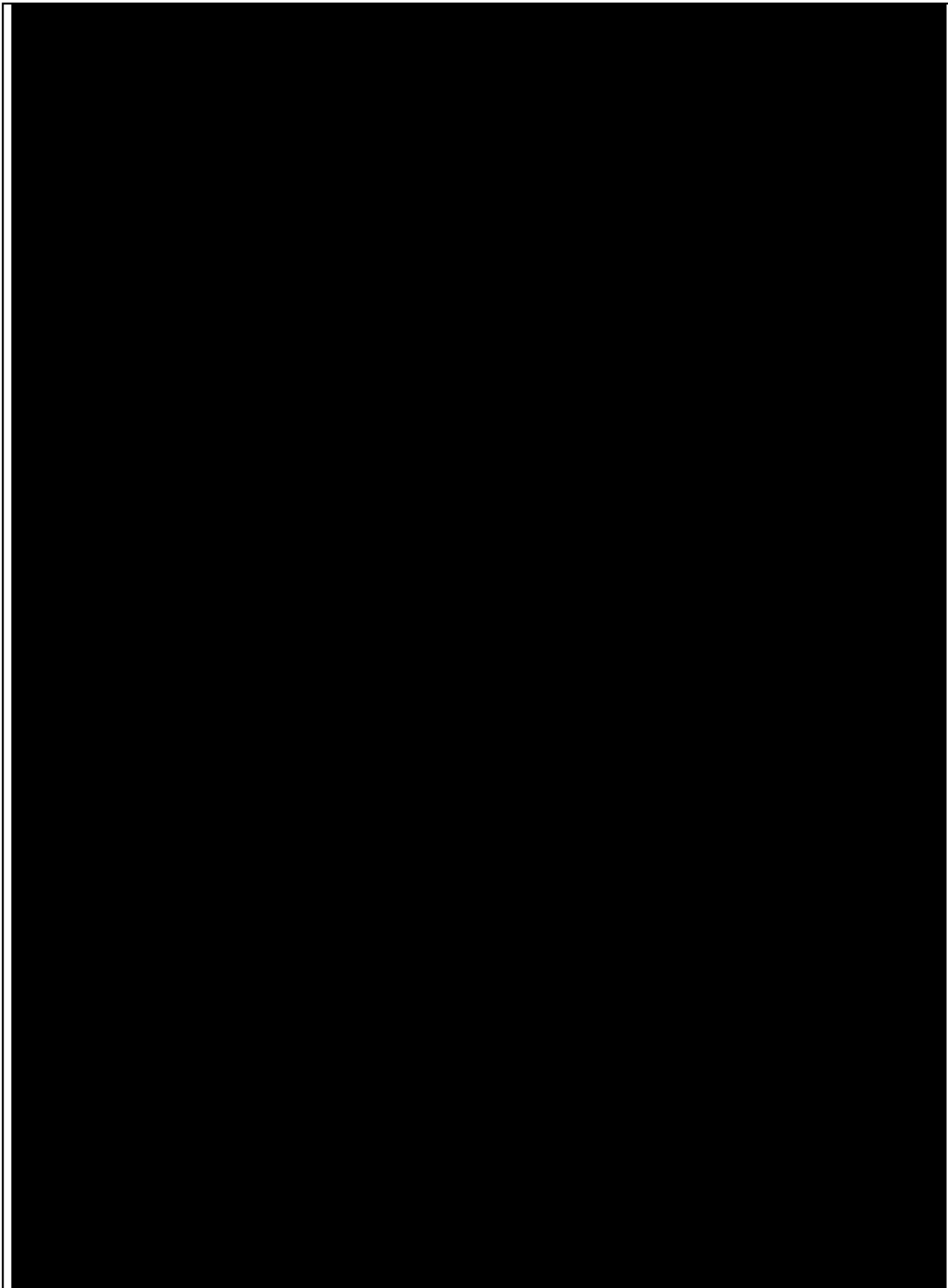
4.3.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

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



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 Narrow entrance to access track.

4.7.2 Urbanised area leading to site with school traffic at certain times of the day.

5. Requirements for the programme

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submit for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

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

Item	Date by which it will be provided
Site Information	As part of the ITT – July 2024
Asite Access	Contract Start – October 2024
Fastdraft Access	Contract Start – October 2024
Notice of Entry	7 days prior to possession dates

7. Site Information

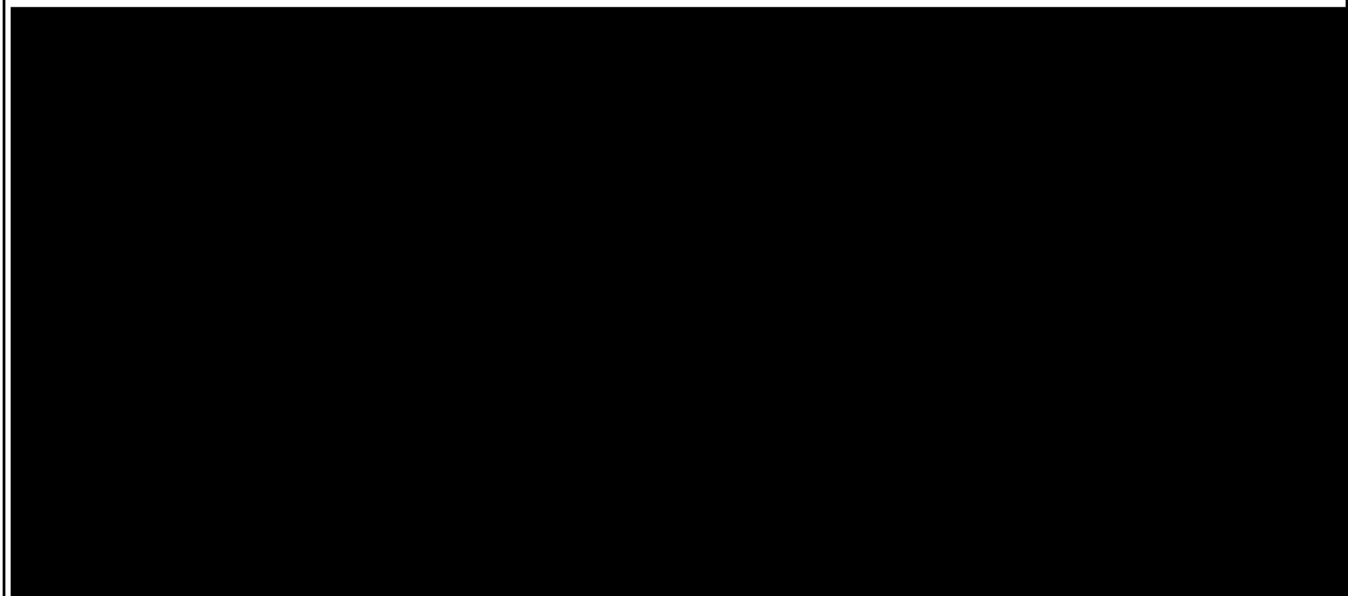
Existing utilities and services

**Soils and Ground water**

Information: N/A

Site investigation

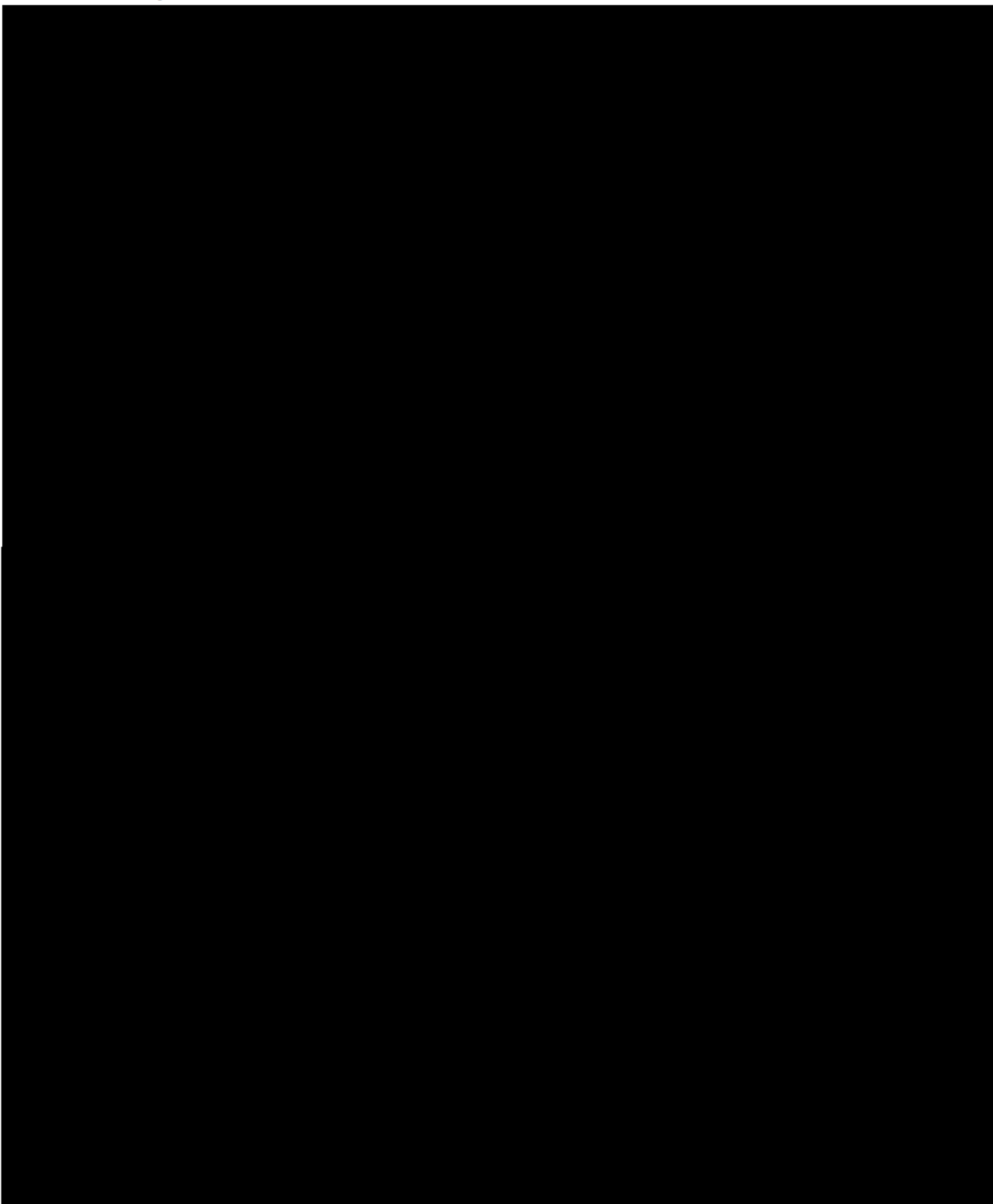
Report: N/A

Access to site

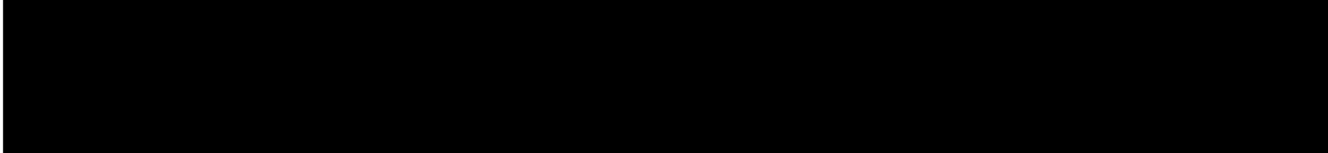
Health and safety file

Issue details: The health and safety file will be issued prior to construction.

Site location plans



Use of the site



Surrounding land / building usesA large black rectangular box redacting the content of the 'Surrounding land / building uses' section.**Health and safety hazards**A large black rectangular box redacting the content of the 'Health and safety hazards' section.