



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency [REDACTED] [REDACTED] [REDACTED] [REDACTED]
And	Land and Water
For	Cambs & Beds – Cradge Bank, Badger Repairs and Spoil Reprofilling
	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	
Name	Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
	The <i>Contract Administrator</i> is	
Name	[REDACTED]	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	AOMR Lot 1 - Cradge Bank, Badger Repairs and Spoil Reprofilling.	
The <i>site</i> is	Cradge Bank, with access from Bridge Road at Mepal, Mepal, Cambridgeshire, CB6 2AT The <i>site</i> limits are Ch2.8km to 6.0km Refer 'Map 01 – Site Boundary for Site Limits'	
The <i>starting date</i> is	To be agreed	
The <i>completion date</i> is	31/10/2024	
The <i>delay damages</i> are	Nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	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) does apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the <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 works	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the 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	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor 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 subcontractor 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.	
Z2.0	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 works 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.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4.0	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.
Z5.0	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.
Z6.0	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 works 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.
Z7.0	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 sub-contractors • 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
Z8.0	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> .
Z9.0	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.

Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	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.
Z110	<p>Inflation</p> <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>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>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		
Address for electronic communications		
The <i>fee</i> percentage is	As framework	%
The <i>people rates</i> 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

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	£44,739.12
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
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Position	Project Manager
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Signature	
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Date	14 th August 2024
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	Operations Manager – Cambridgeshire and Lower Ouse Catchment East Anglia
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Signature	
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Date	21-08-24
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Price List

Item Number	Description	Unit	Quantity	Rate	Price
1	Preconstruction planning and management	Sum	1		
2	Mobilise to site and set up	Sum	1		
3	Vegetation clearance ch 2950-5800	Sum	1		
4	Silt reprofiling ch 2950-5050	Sum	1		
5	Bank reprofiling ch 5050-5800	Sum	1		
6	Badger Repair	Sum	1		
7	Clear site and demobilise	Sum	1		
8	As built and H&S file	Sum	1		
The total of the Prices					£44,739.12

The method and rules used to compile the Price List are

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

Scope

1. Description of the works

1.1 Project background

1.1.1 Desilted material from the 100foot river has been placed on the river side berm on the Cradge bank. Badger damage on the bank on the wash side has been identified within the similar length. The project is to repair badger damage using some spoil and reprofile remaining desilted material on the bank.

1.1.2 This project will repair defects and maintain the reservoir embankment to its design standard.

1.1.3 Work is expected to be completed by the 31st October 2024 due to environmental constraints.

Badger activity on the Cradge bank- wash side slope @ TL 55966 96735 (ref 2024/50) has been identified. The client has arranged for installation of Badger gating to exclude the Badgers prior to the work. Proposed start date 26/08/2024. The client will appoint Additional Authorised Person (AAP) under EA Organisational Licence to oversee the Badger repair work. Ongoing liaison with AAP is required.

- Mechanically dig out the holes and install 12mx 40m badger proof mesh
- Create a heap of 5mx10mx2m on the meshed area using the remaining dig out material and desilted spoil on the bank (**Drawing 01**).
- Reseed the disturbed area using Ouse Washes grass mix

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. Sections of the bank are owned by 3rd party and EA.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. The client will issue the notice of entry and inform the EA tenant and the contractor is required ongoing liaison with landowner/tenant while onsite.

- 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 [specify]. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings. [Specify if *Contractor* has to provide accommodation for such meetings on site, and if so, state capacity of meeting room required.]
- Monthly commercial meetings from the *starting date* to [specify]. 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 [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: Site Diary/Log

1.8.2 The weather measurements are to be supplied by: Met Office

1.9 Quality Management

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

- Photographic evidence of works area and access route before and after works completed. Should be available to Client on request.

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

<ul style="list-style-type: none"> • Post Work Inspection • Setting out. <p>1.9.3 Until the <i>defects date</i>, the <i>Client</i> shall instruct the <i>Contractor</i> to search for a defect.</p> <p>1.9.4 The <i>Client</i> shall notify a defect to the <i>Contractor</i> at any time before the defects date.</p> <p>1.9.5 The <i>Contractor</i> shall correct a defect whether or not the <i>Client</i> has notified it.</p> <p>1.9.6 Before completion, the <i>Contractor</i> 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.</p> <p>1.9.7 The <i>Client</i> shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:</p> <ul style="list-style-type: none"> • The end of the last defect correction period and • The date when all notified defects have been corrected. <p>1.9.8 The <i>Contractor</i> and the <i>Client</i> may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the <i>Contractor</i> and the <i>Client</i> are prepared to consider the change, the <i>Contractor</i> shall submit a quotation for reduced Prices or an earlier completion date or both to the <i>Client</i> for acceptance. If the <i>Client</i> accepts the quotation, it shall change the scope, the prices and the completion date accordingly.</p> <p>1.9.9 If the <i>Contractor</i> has not corrected a notified defect within its defect correction period, the <i>Client</i> shall assess the cost of having the defect corrected by other people and the <i>Contractor</i> shall pay this amount.</p>
<p>1.10 Consents, Permits and Licenses</p> <p>1.10.1 The <i>Client</i> shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works.</p> <ul style="list-style-type: none"> • A Notice of Intended Entry is served a minimum 10 working days prior to the commencement of works to landowner and / or Management companies. • A 10year Nutural England Assent is in place for this work refer FBG File note. <p>1.10.2 The <i>Contractor</i> shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works, including but not limited to:</p> <ul style="list-style-type: none"> • Not applicable.
<p>1.11 Health, Safety & Environment</p> <p>1.11.1 The <i>Client's</i> SHEW CoP is applicable to the <i>Contractor</i> in providing the <i>works</i>.</p> <p>1.11.2 The Considerate Constructors Scheme is applicable as per the <i>Client's</i> SHEW CoP. The <i>Contractor</i> is responsible for registering the project unless otherwise instructed by the <i>Client</i>.</p> <p>1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the <i>works</i>. The <i>Contractor</i> acts as <i>Principal Contractor</i> / <i>Contractor</i> under the Regulations.</p> <p>1.11.4 The <i>Contractor</i> shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the <i>works</i> and submits these to the <i>Client</i> for acceptance. The <i>Contractor</i> does not commence activities until the relevant RAMS have been accepted by the <i>Client</i>. The <i>Client</i> has the <i>period of reply</i> to respond to the RAMS.</p> <p>1.11.5 The <i>Contractor</i> undertakes the actions within the Environmental Action Plan (EAP)</p>
<p>1.12 Procurement of subcontractors</p> <p>1.12.1 In accordance with Schedule 7 Clause 2.1.3, the <i>contractor</i> shall use sustainability, quality and price criteria when selecting <i>subcontractors</i>, evidence of how this was undertaken to be retained and made available to the <i>Client</i> if required.</p> <p>1.12.2 In accordance with Schedule 7 Clause 2.1.6, the <i>contractor</i> 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.</p> <p>1.12.3 In accordance with Schedule 7 Clause 2.1.1, the <i>Contractor</i> shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety</p>

(90) calendar days of awarding a sub-contract to a sub-contractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful *subcontractor*.

1.13 Title

Marking

1.13.1 N/A

Materials from Excavation and demolition

1.13.2 N/A

1.14 Completion

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

1.14.2 The following criteria must be met for the *works* to be certified as Complete [delete, add or amend to the following examples as required for each specific project]:

- All hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
- All excavation, earthworks, and topsoiling work must be fully complete, and all construction plant, and machinery must be removed from site.
- All site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

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

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
- As-built drawings if there have been any changes to design
- Maintenance plans
- Updated Health and Safety File.

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.

- [REDACTED]
- [REDACTED]

1.16 SITE PROGRESS MEETINGS

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

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

1.16.3 Chairperson (who will also take and distribute minutes): [REDACTED] Environment Agency Package Manager.

2. Drawings

Drawing Number	Revision	Title
Drawing 01	0	Typical Cross Section

3. Specifications

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual – New CIRIA guidance	12/2019	yes
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		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Exchange Information Requirements (EIR)	V3	

4. Constraints on how the Contractor Provides the Works

4.1 Risk Management

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

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

4.2 Communications

4.2.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to Indu Kulasooriya. The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.2.2 All communications from the *Contractor* to the *Client* shall be sent to Indu Kulasooriya and Mark Frary

4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on *site* are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in *Contractor's* Equipment.

4.3.3 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.3.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

4.3.5 In order to assess the extent of work, the *Contractor* shall visit each site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.

4.3.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable. 4.3.7 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing his quotation.

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

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

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

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

4.3.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.

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

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

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

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

4.3.17 The *Client* require twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

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

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

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

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

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

4.4 Choice of Equipment

- 4.4.1 The *Contractor* shall choose the most appropriate plant to complete the works.
- 4.4.2 The *Contractor* ensures that all plant is maintained.
- 4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.
- 4.4.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.5 Permits

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

4.6 Working times

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

4.7 Site Restrictions

- 4.7.1
- 100 Foot River is tidal and river level varies with tidal state. Tide tables provided for Kings Lynn. Travel time is 2-3 hrs.
 - Cradge bank is a public footpath.
 - The site is within Ouse Washes SSSI, RAMSAR sites. Working window is 15- July to 31st of Oct. and the PC to be demobilised from the site by 31st of October. Proposed date for badger work is w/c 26/08/2023
 - FBG file note will provide with any further information.
 - Grazing animal present on the bank and the adjacent land
 - Wildfowling shooting season starts from September

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 submits 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

The *Contractor* shall submit an updated programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to;
- Ahead of the monthly AOMR progress meeting (see 1.7.3 above); or
- When the *Contractor* chooses to.

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

Item	Date by which it will be provided
Map 01- Site Boundary Map	Included
Map 02- Work information	Included
Map 03- Hazard Map	Included
Service searches	Will provide with PCI
Fastdraft Access	TBC

Site Information

The site

Description: Cradge bank forms part of one of the embankment of the Ouse Washes Flood storage reservoir. It is also the left bank of the 100 Foot Tidal River. Therefore the river water levels will vary with tide levels.

Embankment is owned by EA. The client will inform the tenants of the proposed work. However, the contractor is required ongoing liaison with landowner/ occupier during the project.

Existing utilities and services

Drawings: No known services present on the site.

Soils and Ground

Information: None

Site investigation

Report: None

Site location plans

Issue details: Map01

Health and safety file

Issue details: The client will provide the existing H&S file and the file to be updated following the work.

Access to site

Description:

Access onto the site is along a private access track off A1122 at the War Memorial, Salters Lode (Map 02). EA share the access along the track with 3rd parties.

A public footpath runs along the bank. It is not expected to close any footpaths during the work. If needed any footpath closure will be the responsibility of the Contractor to arrange.

Limitations: The client will initially inform the 3rd parties on the work. The Contractor is required to have ongoing liaison with and inform 3rd parties, at the start and during the works, of any potential obstructions to access from deliveries / works at the site.

Access for inspections:

Use of the site

General: Grazed flood embankment

Limitations: None, Stock will be removed prior to commencement

Surrounding land / building uses

General: Adjacent and nearby uses are as follows:

Welmere Lake sluice- (EA structure)

animal grazing

Wild fowling from September

Health and safety hazards

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

Working adjacent to tidal river and the water level varies throughout the day. River level can increase following fluvial event upstream. Ouse Washes reservoir can get inundated following prolonged period of wet weather.

Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the works.

Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

Proposed 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:	