

Short Contract

A contract between Ribble Rivers Trust Limited

And

.....
.....
.....

For Wrea Green Flood Mitigation Scheme – Work Package 1 to
comprise culverts, headwalls, and inspection chambers from
Browns Lane up to and including headwall 8.

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Contract Data

The *employer* is
 Name Ribble Rivers Trust Limited
 Address c/o Heidelberg Materials, Ribblesdale Works, Clitheroe, Lancs. BB7 4QF
 Telephone 01200-444452
 E-mail address procurement@ribbletrust.com

The *works* are Wrea Green Flood Mitigation Scheme – Work Package 1 to comprise culverts, headwalls, and inspection chambers from Browns Lane up to and including headwall 8.

The *site* is What3words: trending.thank.opened

The *starting date* is 14th July 2025

The *completion date* is 12th January 2026

The *period for reply* is 4 weeks

The *defects date* is 52 weeks after completion

The *defect correction period* is 4 weeks
 £2,250.00/week

The *delay damages* are last Friday of each calendar month

The *assessment day* is the 5%

The *retention* is

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?

Yes / ~~No~~ (delete as appropriate)

The *Adjudicator* is

Name To be selected by the President of the Institute of Civil Engineers

Address

Telephone Fax

E-mail address

Contract Data

The interest rate on late payment is 2% above the Bank of England base rate per complete week of delay.

The *Contractor* is not liable to the *Client* for loss of or damage to the *Client*'s

property in excess of £5,000,000 for any one event.

The *Client* provides this insurance None

The minimum amount of cover for the third insurance stated in the Insurance Table is £5,000,000

The *Adjudicator nominating body* is The President of the Institute of Civil Engineers

The *tribunal* is Litigation in the civil courts
N/A

If the *tribunal* is arbitration, the arbitration procedure is

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

Z1.0 The *Contractor* submits the name of each proposed Subcontractor to the *Client* for acceptance. A reason for not accepting the Subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed Subcontractor until the *Client* has accepted them.

Z2.0 The Contractor shall keep the Client indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landowner's interest in the Land and loss of amenity of the Land) suffered or incurred in connection with or arising from any breach of this Agreement, or negligent act or omission of the contractor or their respective workers, sub-contractors or agents or any other person on the Land with the authority of any of them.

Condition 60.1 (10) of the engineering and short contract is removed in its entirety and replaced by:

Z3.0 The *Contractor* is prevented by weather from carrying out all work on the *site* for periods of time, each at least one full working day, which are in total more than 50% of the total number of days between the *starting date* and the *completion date*. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are considered.

Z4.0 The *Contractor* is required to hold the price provided in the tender return until commencement of and completion of works in 2026, they must ensure they have accounted for any inflationary or other cost increase that may occur between tender return and completion of works, for all works specified in this tender.

Contract Data

The *Contractor's* Offer

The *Contractor* is

Name

Address

.....

Telephone Fax

E-mail address

The percentage for overheads and profit added to the Defined Cost for people is

The percentage for overheads and profit added to other Defined Cost is

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

The offered total of the Prices

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature Date

The *Client's* Acceptance

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

Position

Signature Date

Contract Data

Price List

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

If 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 Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item number	Description	Unit	Quantity	Rate	Price
1	Preliminaries				
2	Construction Design				
3	Site Setup / Mobilisation				
4	Demolition and Alteration				
5	Headwalls				
6	Inspection Chambers				
7	Culverts				
8	Landscaping				
9	Demobilisation				
	The Total of the Prices				

Contract Data

Works Information

The Works Information should be a complete and precise statement of the *Client* 's requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client* 's intention. Information provided by the *Contractor* should be listed in the Works Information only if the *Client* is satisfied that it is required, it is part of a complete statement of the *Client* 's requirements and is consistent with the other parts of the Works Information.

1 Description of the works

1.1 General

The *Contractor* shall provide the works in a manner that contributes positively to the Ribble River Trust's primary aim.

The work is to deliver surface water management by diverting water away from areas of flooding concerns into alternative flow paths to a new attenuation pond.

Primary Aim:

To reduce flood risk to Ribby Road and to residential properties in Wrea Green and taking this opportunity to create new wetland habitat by the creation of the attenuation pond.

1.2 Project Details

1.2.1 Description of the Works

The work is to provide new piped culverts, inspection chambers and headwalls as detailed on the Contract Drawings, listed in 1.3.2. The works also include the sealing of existing Headwall pipes, grubbing up and removing a section of an existing culvert and the replacing of an existing culvert, again as detailed on the Contract Drawings.

The Client 's key success criteria for this scheme are:

- Minimum disturbance to wildlife and no negative impacts on the water quality
- Safe and timely completion of the proposed works.
- Following of the 'Proposed Culvert Work and Precautionary Measure Method Statement' outlined in paragraph 3.3 of the Ecological Survey report.
- Minimum disturbance to the public and residents.
- Restoration of the site and access routes to a good standard post-works.

1.2.2 Principal Features of the Works

The principal features of the works are:

- Supply and installation of new piped culverts
- Supply and installation of new inspection chambers
- Supply and installation of new headwalls
- Landscaping works

1.2.3 Construction (Design and Management) regulations 2015

The project will fall under the requirements of the CDM regulations, however the need to notify the Health and Safety Executive will be reviewed once the *Contractor*'s programme of works has been received. The *Ribble Rivers Trust* shall assume the role of *Principal Designer* under the regulations. The *Contractor* shall assume the role of

Principal Contractor and must provide method statements and risk assessments for each of the items on the price list.

1.2.4 Access and Position of the Works

1. There are 2 access routes that are shown on the Site Access Plan, namely access from Browns Lane into the adjacent field and the access route from Blackburn's Farm through the farmyard and adjacent fields

1.3 Specification

1.3.1 Design Standards and Construction Specification

Please see document 2067-02-01 Wrea Green Drainage Specification P02.

The Contractor shall agree any alternative design with the Project Manager, who will in cooperation with the contractor subsequently secure permissions from the permitting and consulting bodies and residents and landowners (where appropriate). Alternative designs will be scrutinised in respect of any change of impact on upstream and downstream river levels and any changes in flood flow velocities. An Alternative Design includes any change to concept, line, level, or finish.

The Contractor shall be deemed to have visited and examined the site and its surroundings prior to the submission of his Tender, and indicated on the local condition form enclosed, that should be returned with the tender submission.

1.3.2 Contract Drawings

A list of contract drawings are as follows:

- 313-LYR-XX-ZZ-DWG-L-3001 Detailed Planting Plan – Culvert Rev 02
- 313-LYR-XX-ZZ-DWG-L-3002 Detailed Planting Plan – Culvert Rev 02
- 2067-02-CIV-XX-XX-D-C-30000 Drainage GA P06
- 2067-02-CIV-XX-XX-D-C-30002 Proposed Cover Fill for Culverts P01
- 2067-02-CIV-XX-XX-D-C-30001 Long Sections Sheet 1 P01
- 2067-02-CIV-XX-XX-D-C-30002 Long Sections Sheet 2 P01
- 2067-02-CIV-XX-XX-D-C-30003 Long Sections Sheet 3 P02
- 2067-02-CIV-XX-XX-D-C-30004 Long Sections Sheet 4 P01
- 2067-02-CIV-XX-XX-D-C-30010 Proposed Culvert Long Sections – Location Plan P01
- 2067-02-CIV-XX-XX-D-C-31001 Construction Details Sheet 1 P01
- 2067-02-CIV-XX-XX-D-C-31003 Construction Details Sheet 3 P01
- 2067-02-CIV-XX-XX-D-C-31004 Construction Details Sheet 4 P01

1.3.4 Programme of Works

The Contractor shall submit a programme with the tender return, and any revisions as early as possible within the 14 days following the award of the Contract.

The Contractor shall provide the programme of Works in the form of a bar or Gantt chart. It should show the level of detail appropriate to each stage of the work and all activities and restraints, each of which shall be given a short title. All events shall be numbered and annotated with earliest and latest events dates.

1.3.5 Accommodation for the Supervisor and workers

The Contractor shall provide and erect, where directed, a suitable office for the use of the Supervisor, and their staff. The offices should be of sufficient size for the supervisor and contractor staff to carry out necessary duties during the period of work and should be equipped as reasonably required.

The location of the site office / compound is shown on the Site Access Plan.

The Contractor shall remove the site office on completion. All items provided shall revert to the Contractor's ownership.

All offices and their contents shall be insured by the Contractor for a sufficient sum to cover damage or loss by fire or theft, and any damage or loss shall be made good by the Contractor.

The following facilities shall also be provided for the use of the Supervisor and their staff and should be shared with the Contractor's site supervision staff:

1. A washroom with WC and washbasin with running water and clothes rack. Clean towels, soap, toilet paper etc. shall also be provided as required. Separate facilities shall be provided for women personnel.

2. The Contractor shall provide, maintain and make available their instruments for the use of the Supervisor and his staff, and to provide support (e.g. chainman) as reasonably requested throughout the contract. The Contractor shall ensure that all survey, testing and measurement equipment is regularly checked and serviced by an approved agent and insured against loss or damage. Proof of their service record shall be made available to the Supervisor on request.

1.3.6 Protective Clothing, Footwear and Safety Helmets

The Contractor shall allow for providing all necessary protective clothing, protective footgear and safety helmets for visitors, including as a minimum the following:

1. High visibility waistcoats for visitors 2 no.
2. Hard hats for visitors 2 no.
3. Safety wellies for visitors 2 no.

1.3.7 Tidiness of Site

The Contractor shall ensure that no caravans or huts are brought on to the Site for use as sleeping accommodation except as may be approved by the Project Manager. The Contractor shall ensure that all workers (except security guards) leave the Site after each day. The Contractor shall obtain all necessary approvals and permissions required for site offices and accommodation.

The Contractor shall provide such sanitary equipment as may be considered necessary for the convenience of the workforce to avoid fouling the Site or surrounding land. All sanitary equipment should be regularly cleaned and properly maintained.

The Contractor shall instruct all persons engaged on the Site to use the sanitary equipment provided. Any person found disobeying this instruction is guilty of misconduct and may be instantly dismissed from the Site by the Supervisor.

Fires shall not be permitted.

To minimise the compensation payments paid and to reduce the impact of the temporary works the Contractor shall clear the Site and remove all site offices and accommodation as soon as is practicable after completion of the Works.

Where existing or diverted footpaths bound or crossing the site the Contractor shall ensure adequate fencing and signage are provided and maintained.

1.3.8 Services

RRT has conducted on-line searches on services in the area, and these are provided with the tender documentation, see the Pre-Construction Information document. Note that the Contractor is to satisfy themselves that no services are present in their areas of work.

1.3.9 Temporary Fencing (compound)

The boundaries of the site and the area for the Contractor's use are shown on **Site Access Plan**. Temporary fencing should be erected around the contractor's site office and welfare facilities. Typical fence details are as follows:

- The Contractor's temporary fencing shall be to BS EN 1722-18.
- The Contractor's temporary gates shall be of similar construction to the adjacent temporary fencing.

The Contractor shall provide, maintain and afterwards remove all temporary fencing. The fencing shall be erected prior to the commencement of other work and shall be maintained in position during the construction period.

During periods when construction work is not in progress i.e. nights/weekends, all excavation and working areas shall be adequately protected and signposted to ensure the safety of the public.

The Contractor must adequately address the issue of trespassers, particularly children during weekends and Summer Holidays in the Health and Safety Plan to minimise the risk of injury.

1.3.10 Emergency Arrangements

The contractor is to develop an Emergency Contact List and provide to the Client and Project Manager. This shall include the names of at least two responsible representatives of the Contractor and the telephone numbers at which they can be always contacted outside normal working hours.

To ensure assistance in the event of flooding is available the Contractor must have procedures in place and agreed with the Client and Project Manager before any works can take place. The procedures will ensure the availability of critical personnel from the Contractor 24hrs a day and any day for the duration of the Works.

1.3.11 Fire Precautions

The Contractor shall provide and maintain throughout the site such fire-fighting precautions as are necessary to provide a safe environment and to satisfy the requirements of the local Fire Officer and all relevant fire regulations. The Contractor shall only store petroleum spirits, within the meaning of the Petroleum Consolidation Act 1927, on the site or adjacent land with the acceptance of the Supervisor. The Contractor shall obtain the necessary licenses under the Act.

The Contractor shall ensure that his arrangements for the storage of compressed air containers conform with statutory regulations and to the requirements of the local Fire Officer.

The Contractor shall ensure that all boilers fired with coal, coke, wood or other solid fuel have efficient spark arrestors and have ash pans of approved form and type which prevent the escape of live ashes and cinders.

The Contractor shall not use any electricity, gas, or oil heaters that have exposed heating coils, elements or burners.

1.3.12 Noise and Vibrations

The Contractor shall ensure that the 'best practicable means' as defined in the Control of Pollution Act 1994, are employed to minimise the noise and vibration resulting from his operations and shall comply with the recommendations and requirements of the following documents.

1. Health and Safety at Work Act 1974.
2. BS 5228 Code of Practice for Noise Control on Construction and Demolition Sites.
3. Department of Employment Code of Practice for Reducing the Exposure of Employed Persons to Noise.
4. Joint Circular from the Department of the Environment (Nr 10/73) and the Welsh Office (Nr 16/73) of 19 January 1973 - Planning and Noise.
5. ISO 1994 (1971) Assessment of noise with respect to community response.

The Contractor shall ensure that:

1. All vehicles, plant and machinery used during the operations shall be fitted with effective exhaust silencers and all parts of such vehicles, plant or machinery, shall be maintained in good repair and in accordance with the manufacturers' instructions, and shall be operated to minimise noise emissions.
2. Only 'sound reduced' compressors or other alternatives approved by the Supervisor should be used, and any equipment or panel fitted by the manufacturer for the purpose of the reduction of noise should be maintained and operated to minimise noise.
3. Any pneumatic operated percussive tools shall be fitted with approved mufflers or silencers which shall all be kept in good repair.
4. Any machinery which is in intermittent use shall be shut down in intervening periods of non-use or where this is impractical shall be throttled back to a minimum.
5. Stationary plant, e.g. pumps, compressors, generators, shall be situated as far as possible from residential property and acoustic screens erected if required by the Supervisor. Other plant and machinery shall be screened if necessary.
6. That as far as practicable his operations shall be not so noisy as to be a danger to those on or about the works or to be a nuisance to the neighbourhood.

Without prejudice to the generality of the foregoing the "neighbourhood noise" as measured at a point 1 m from the façade of the noise sensitive buildings, as defined below, shall not exceed an equivalent continuous sound level (LEQ) of:

- a. 70 dB(a) between the hours of 08.00 and 18.00 subject to an overall maximum permitted level of 85 dB(a) LEQ for any five-minute period.
- b. 50 dB(a) between the hours of 18.00 and 22.00, subject to an overall maximum permitted level of 55 dB(a) (LEQ) for any five-minute period.
- c. 40 dB(a) between the hours of 22.00 and 08.00, subject to an overall maximum permitted level of 45 dB(a) (LEQ) for any five-minute period.
- d. 50 dB(a) on Saturdays between the hours of 13.00 and 18.00 subject to an overall maximum permitted level of 55 dB(a) (LEQ) for any five-minute period.
- e. 50 dB(a) on Sundays between the hours of 08.00 and 18.00 subject to an overall maximum permitted level of 55 dB(a) (LEQ) for any five-minute period.

- f. 40 dB(a) on Sundays between the hours of 18.00 and 22.00 subject to an overall maximum permitted level of 45 dB(a) (LEQ) for any five-minute period

1.3.13 Pollution Control

The Contractor shall comply with all relevant environmental legislation and with the Environment Agency's "Pollution Prevention Guidelines" with specific reference to PPG 5, "Works, in near or liable to affect watercourses" and PPG 6 "Working at Construction and Demolition Sites" (available on the Agency's website). The contractor must comply with "Guidelines for Pollution Prevention on Civil Engineering Contracts" which has been included in Appendix A.

The contractor shall be liable for any prosecutions and costs associated with non-compliance with or breaches of legislation, including any charges in respect of pollution of controlled waters, destruction or disruption of fishing interests or local authority or private interest due to his activities

Advice on environmental protection should be sought from the Environment Agency's local Environment Protection officers based at Environment Agency, Lutra House, Dodd Way, Preston, PR5 8BX, Tel: 0370 8506506

1.3.14 Topographical Survey and Setting Out

Existing topographical survey data of the site is shown on the Supplied Drawings. No warranty is given as to the accuracy of the survey and the Contractor should satisfy himself of the adequacy and accuracy of the data.

The Contractor is to construct the works to the lines and levels indicated on the Supplied Drawings. However, at the commencement of construction the Contractor shall determine if the topographical survey and lines and levels as indicated on the Supplied Drawings are correct. If deemed necessary the Supervisor may then make minor adjustments to the works to suit the site conditions, with the agreement of the Project Manager.

1.3.15 Quality Management System

The quality management system shall be described in a Quality Plan that shall be submitted to the Client for his acceptance.

The Quality Plan shall cover the following items:

1. Contractor's site organisation and management
2. Contractor's method statements and construction procedures
3. Contractor's construction quality control
4. Contractor's suppliers and subcontractor's details

Item 1 of the Quality Plan shall be submitted to the Client for his acceptance not less than 7 days after the award of the Contract. The Contractor shall submit other parts of the Quality Plan prior to commencement of any related work or activity and to a programme included in item (i).

Method Statements are required for the works listed below:

1. Site establishment
3. Provision of materials
4. Installation of the works
5. De-mobilisation and reinstatement work
6. Biosecurity plan
7. And any other key activities identified by the contractor not included above.

1.3.16 Traffic Management

Traffic management for the public highway, if required, to be organised by the Contractor

1.3.17 Discharge Consents

The Contractor shall obtain consent to discharge water under the provisions for Pollution Control in accordance with the Water Resources Act 1991, where required. Trade Effluent consent for discharges to public sewer may also be required under the Water Industry Act 1989 and such should be sought by the Contractor from the sewerage undertaker where required.

1.3.18 Third Party Permits to Work

The Contractor shall confirm the existence of any permit to work system in place on any private site entered. The Contractor shall conform to any permit to work system in place on any site under private ownership. No construction activities shall be undertaken without the necessary permit. The works shall not impede land drainage adjacent to the Works.

1.3.19 Environmental Permit

RCCT will be applying for an Environmental Permit for permanent works associated with the construction works only. It is also the contractor's responsibility to comply with the conditions of the Environmental Permits, including the Method of Work and any measures set out in the Environmental Risk Assessment.

The Principal Contractor shall liaise with the Environment Agency early warning flooding unit, to ensure that any possible heavy rainfall events that may cause increased water levels are communicated to the contractor so that appropriate actions can be taken.

The Contractor shall maintain the existing land drainage system throughout the Works to a standard at least equivalent to the existing until the new land drainage arrangements are fully operational.

The Contractor must ensure that works in the river/stream including the extraction of silt or bed material do not cause pollution and must discuss and agree the method of working with Environment Protection Officers to ensure that pollution is prevented during site works.

Any materials placed in the stream as part of the works must be clean and free from contaminants, e.g. clean stone. The Contractor will be responsible for emergency planning to remove vehicles, machinery, materials and equipment from the working area in advance of the working area becoming inundated during a flood event.

Excavated material or material removed from the stream course must be disposed of in accordance with the Duty of Care. Excavated materials or material removed from the stream course must be checked for contamination and if necessary, should be disposed of in accordance with the Special Waste Regulations 1996.

1.3.20 Site Establishment

The Contractor shall be responsible for the provision of all temporary fencing and gates to the working areas, to ensure the protection of equipment, materials, operatives, disturbance to adjacent land/vegetation, prevention of vandalism and public hazard. Temporary fencing and gates are to be agreed with landowners and shall also be sufficient to discharge the Contractor's obligations under the contract and health and safety legislation. The Contractor shall provide all the necessary signs and barriers.

A formal notice of intention to commence the works will be given by the Project Manager, to owners and occupiers of all the land as designated by the working areas shown on the supplied drawings. The notice shall be as long as is reasonably practicable and will not normally be given less than 14 days before entry, other than in an emergency. To this effect the Contractor will be required to give the Client 4 weeks' notice of his intention to commence construction works.

All access is to be via the routes as agreed with the site owners and contractors at least 2 weeks in advance of commencement of works.

If the Contractor wishes to use any site for his compound or use additional land, they shall gain approval of landowner/occupier and relevant authority and pay all associated land compensation costs.

The Contractor shall ensure that continued unhindered access is always provided to the landowners and occupiers. The Contractor shall obtain any additional approvals from the relevant landowners, LPA and Local Highway Authority for these points and incorporate any specific requirements as necessary. If temporary access points are not acceptable the Contractor shall at his own cost provide alternative access points.

All access routes, footpaths, working areas, site compounds, roads etc affected by the works shall be reinstated to their original state or to the requirements of the landowners/ occupiers and/or the relevant Authority.

All delivery vehicles supplying the site should be scheduled to miss the peak usage times of the surrounding roads.

Wheel wash facilities should be supplied at all access points to the working areas, where they meet public and private roads.

1.3.21 Landscape Works

As specified on drawings.

1.3.23 Environmental Issues

The Contractor shall minimise the disturbance to the local communities by adopting appropriate construction methods and practices to reduce, as far as is reasonably practical, the impacts on the local people during the Works of noise, dust, severance, traffic and visual intrusion.

If changes to the scheme are proposed during construction, the Contractor will complete a variation register to record details of the changes and environmental implications.

This will entail the following actions:

- Communicate as early as possible to all who need to know that a change is proposed, identifying who requested the change and why it was requested.
- Establish the environmental implications of the change.
- If adverse environmental implications are identified, consider alternative options to the proposed change.
- Notify key consultees of the change.
- Seek acceptance from the Project Manager.
- Seek approval from the authorities where consents are required.
- Issue the approved, up to date Environmental Variation Register to all appropriate personnel.

Contractors planning to use plant that has been used within another watercourse must comply with the Environment Agency guidelines for avoidance of introducing and spreading invasive species, particularly non-native crayfish, Japanese knotweed and Himalayan Balsam.

1.3.24 Working Hours

Normal working hours should be defined as:

Monday to Friday between 0800 and 1800

Saturday between 0900 and 1300 but only via approval from the Project Manager

No work shall be executed outside of these times or on Sundays and Public Holidays without the prior written acceptance of the Project Manager. Such acceptance will be influenced by the time of sunset, anticipated noise, odour and artificial light emissions from the Works, use of public roads and any other considerations that could cause disturbance to members of the public. The Contractor shall be responsible for complying with any further constraints on working hours set out in the planning approval.

1.3.25 Works Affecting Watercourses

Flood defence requirement - consent under the Land Drainage Act 1991 and the Water Resources Act 1991 for Permanent Works has been obtained by RCCT.

Consent for all temporary works under the said Acts has been obtained by RCCT.

The following parameters will apply to the Contractor's temporary works in order that the effectiveness of Flood Defence is maintained throughout the works.

Before any flood defences are altered, the Contractor shall obtain the Project Manager's written approval. A minimum of 14 days' notice is required for such approval.

Flood defence levels which are currently afforded to the site (both permanently and temporarily) shall be always maintained.

1.3.26 Working in the Watercourse

The Contractor shall be responsible for obtaining information concerning anticipated river levels during the works and shall be responsible for ensuring that flooding is prevented during the works.

The safety of the temporary works is paramount, and must be adequately addressed by method statements and by his input into the Health and Safety Plan. Safe systems of work and evacuation procedures must be adopted.

1.3.27 Navigation

The watercourse is not navigable at this point.

1.3.28 Ground and Soils Investigation

The contractor should undertake some ground investigation prior to construction to satisfy themselves of the local conditions.

1.3.29 Risk Management

The whole team (Client, Project Manager, Contractor, Supervisor, Contractor's Designer, Contractor's Sub-Contractors, and Contractor's Suppliers) should be concerned with risk management. 'Risk Management' is traditionally accepted as being most appropriate for use on "high risk" projects. However, for the Client and the Client's supply chain it is a relevant approach for all projects.

Traditionally Risk Management has been applied instinctively with risks remaining implicit and managed by judgement informed by experience. The Contract requires systematic risk management to help:

- Identify, assess, and prioritise risks and opportunities
- Make risks explicit
- Focus on the major risks
- Make informed decisions about the provision for adversity
- Minimise potential damage
- Maximise potential opportunities
- Clarify role of the whole team
- Minimise uncertainty on projects
- Improve decision-making
- Contribute to better briefing of the team

The Contract requires the development and maintenance of a risk register.

The transfer, mitigation, spreading, or acceptance of risks is not an abrogation on the part of any of the parties.

Systematic risk management is required to ensure all parties are aware of all the risk. The occurrences of risk will damage the changes of ultimate contract success, irrespective of the fact that that risk hazard has been transferred.

Risk Management is an ongoing management process, which will tune itself to the project situation, staff and processes. The following Risk Management Process is proposed:

- Whole Team Buy-In

The whole project team must understand the objectives and benefits of Risk Management and support its application.

- Develop a risk register

The risk register is a critical document within which a comprehensive list of significant risks are recorded, along with the benefits and adversities associated with them.

- Monitor risk continuously

The risk register provides a formal log for the whole team and the project. Risks may need to be added to or subtracted from the register as experience grows.

The whole team is to establish its own risk management processes at the risk management workshop for the scheme. The Contractor shall develop, maintain, update and report a Contract risk register.

1.3.30 Use of Recycled Materials

The Contractor shall prepare and demonstrate compliance with a spoil plan and a waste minimisation plan. The spoil plan shall be based upon the recommendations of CIRIA Report 179:1997.

Samples of the materials shall be provided/shown to the Client prior to commencement of construction.

1.3.31 Progress Photographs

The Contractor shall provide a set of digital images of each progress photograph at weekly intervals to the Supervisor. The positions and timing of the progress photographs shall clearly indicate daily progress at all active sites.

1.3.32 Use of Part of the Works by the Client before Completion

Where the Client uses any part of the works prior to completion, the Client shall not be obliged to take over the relevant part of the works before completion has been certified.

1.3.33 Maintenance Management Plan

All maintenance requirements to be identified on as built drawings and provided to the Project Manager

1.3.34 Handover and Training

To ensure that the Client's operations staff are fully conversant with the scheme before handover, a structured handover process is required. This shall include the maintenance management plan defined in the preceding clause.

The Contractor shall submit a handover plan to the Project Manager at least six weeks prior to the anticipated completion date. This shall comprise:

- The maintenance management plan
- Health and safety information

- As built drawings

1.3.35 Public Relations

The Project Manager will be responsible for primary public relations, but the Contractor will provide support as needed (as will the Project manager), and contractor staff must conduct themselves in a suitable manner reflecting the high public usage of surrounding land during the duration of the works. The contractor must set out in their Public Interface Plan how they will manage day-to-day public interactions on site.

1.3.36 Completion

In determining the date of Completion as set out in clause 30.2 of the conditions of contract, the Project Manager shall require, amongst other things, the following items to be completed:

- All activity completion certificates to be completed and endorsed by the Supervisor including provision of all quality assurance documentation

All documentation such as as-built drawings, operation and maintenance manuals and health and safety file to be completed to the satisfaction of the Project Manager .

1.3.37 Use of Sustainable Resources

The Contractor shall use best endeavours to use sustainable resources in the works.

1.3.38 Joint Inspection of Properties

The Contractor, Land Agent and the Project Manager shall arrange to inspect all third-party properties that could be affected by construction activities. The properties to be inspected will include roads. This inspection is carried out at least one week before work is planned to commence in the working areas near these properties. The arrangement for the inspection and notification of third-party property owners is the responsibility of the Contractor. The landowner estates officer must be present during any joint inspections. The Project Manager is given at least two weeks notice of the intended date for the inspection. Any interested insurance companies are also advised of the intended inspection and given the opportunity to attend. The Project Manager makes a detailed record of the inspection in textual and photographic form as appropriate. The Project Manager compiles the records and provides copies of the agreed records to the Contractor, to the third-party property owners (as appropriate) and to the insurance companies (as requested).

1.3.39 Third Party Agreements

The Contractor provides the Project Manager with a copy of all third-party agreements that have relevance to the Contractor's obligations to provide the works.

1.3.40 Vibration, Traffic Management and Other Records

The Contractor keeps a record of all construction activities that could give rise to third party claims. These records include details of ground vibrations during piling or similar activities, road closures and obstructions, spillage of construction materials outside the Site, other off-site accidents, movement of heavy or wide vehicles, emission of odours and any other activity or event that might give cause for complaint.

1.3.41 Prompt Attention to Complaints or Causes for Complaints

The Contractor takes immediate steps to eliminate the source or cause of an event that results in, or could result in, justifiable third-party claims for compensation. The Project Manager is fully informed of any such complaint and of actions taken to eliminate the cause of the complaint, or to mitigate the effects of the event.

2 Drawings

List the drawings that apply to this contract.

Drawing number	Revision	Title
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A list of contract drawings is shown below:

- 313-LYR-XX-ZZ-DWG-L-3001 Detailed Planting Plan – Culvert Rev 02
- 313-LYR-XX-ZZ-DWG-L-3002 Detailed Planting Plan – Culvert Rev 02
- 2067-02-CIV-XX-XX-D-C-30000 Drainage GA P06
- 2067-02-CIV-XX-EW-D-C-30002 Proposed Cover Fill for Culverts P01
- 2067-02-CIV-XX-XX-D-C-30001 Long Sections Sheet 1 P01
- 2067-02-CIV-XX-XX-D-C-30002 Long Sections Sheet 2 P01
- 2067-02-CIV-XX-XX-D-C-30003 Long Sections Sheet 3 P02
- 2067-02-CIV-XX-XX-D-C-30004 Long Sections Sheet 4 P01
- 2067-02-CIV-XX-XX-D-C-30010 Proposed Culvert Long Sections – Location Plan P01
- 2067-02-CIV-XX-XX-D-C-31001 Construction Details Sheet 1 P01
- 2067-02-CIV-XX-XX-D-C-31003 Construction Details Sheet 3 P01
- 2067-02-CIV-XX-XX-D-C-31004 Construction Details Sheet 4 P01

Contract Data

Works Information

3 Specifications

List the specifications which apply to this contract.

Title	Date or revision	Tick if publicly available
As specified on drawings (see section 2)	See drawings	
067-02-01 – Wrea Green Drainage Specification P02	28.10.24	
WGFM05 - Additional Specification		
Ecological Surveys Wrea Green, (containing Precautionary Measures Method Statement)		

4 Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Project Manager* .

The contractor must carry out the works in compliance with Planning Permission and Ordinary Watercourse Consent conditions. Any material change to this must be first signed off by the Project Manager. The Contractor will be responsible for submitting a new Method of Work for approval.

Contract Data

Works Information

5 Requirements for the Programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

The Contractor should submit a programme to the Client and Project Manager with his tender submission. The programme shall be a bar/Gantt chart including, as a minimum, the following information:

- The starting date
- The completion date
- The Contractor's planned completion
- The periods for undertaking main activities
- Any other key dates

The Contractor will submit a revised programme when instructed to by the Project Manager or when the Contractor chooses to.

Also to be included in the tender return are:

- Draft method statement
- Draft risk assessment
- Health and Safety Plan
- Environmental and Biosecurity Plan
- Examples of similar works carried out
- Evidence of staff competency and qualifications
- Accreditations
- Signed Local Condition Form
- Signed and completed Short Contract including Prices List

Post completion the Works will be intended to ensure that there is not flood inundation of land beyond the field of the works, but within that field the flood plain is reconnected to the river. The field will also be used for agricultural purposes – permanent grassland.

6 Services and other things provided by the Client

Item	Date by which it will be provided
Services (Electricity, Water, Telecoms) as maps.	With tender documents

General project information and landowner information

With tender documents

Maps (Access and site location).

With tender documents

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Contract Data

Site Information

The works are located to the East of Wrea Green village close to Preston in the county of Lancashire.

There are three landowner’s/tenants affected by the works namely.

- Ribby Hall Village (work on Browns Lane and land immediately adjacent to Inspection Chamber 2).
- Wrea Green School (work between Browns Lane and Blackburn’s Farm up to Culvert Headwall 6).
- The tenant farmer of Blackburn’s Farm (work between Culvert Headwall 7 and the attenuation pond).