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** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**AmcoGiffen Head Office** **Regional Head Office - North** **Whaley Road** **Barugh** **Barnsley** **S75 1HT** [redacted]
For	**Riding Mill Fish Counter Upstand**
	Contract Forms - **Contract Data** - **The *Contractor's* Offer and *Client's* Acceptance** - **Price List** - **Scope** - **Site Information**

Contract Data

The *Client's* Contract Data

	The *Client* is	
Name	Environment Agency	
Address for communications	Tyneside House, Skinnerburn Road, Newcastle, NE4 7AR	
Address for electronic communications	[redacted]	
The *works* are	Undertake a design to minimise the risk of upstands on the Riding Mill fish counter being dislodged if struck by debris, and then construct the agreed design. Also repair the bristle pass.	
The *site* is	Riding Mill Pumping Station Riding Mill, Northumberland, NE44 6EQ W3W: logbook.moss.improves NGR: NZ 02690 61982	
The *starting date* is	12/05/2025	
The *completion date* is	31/10/2025	
The *delay damages* are	[redacted]	Per day
The *period* for reply is	[redacted]	weeks
The *defects date* is	[redacted]	weeks after Completion
The *defects correction period* is	[redacted]	weeks
The *assessment day* is	the last working day	of each month

The *retention* is	nil	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply

The *Adjudicator* 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 *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.

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 *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	The Contract Price
The *Client* provides this insurance	None

Insurance Table

Event	**Cover**	**Cover provided until**
Loss of or damage to the *works*	Replacement Cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment)	Minimum £5,000,000 in respect of every claim	

and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Works	without limit to the number of claims	
Liability for death of or bodily injury to employees of the *Contractor* 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 *Contractor* 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 *Adjudicator nominating body* is	The Institution of Civil Engineers
The *tribunal* is	litigation in the courts

The *conditions of contract* 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 *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.
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 *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* 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 *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the works only with the *Client's* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.

Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.
Z6.4	The *Contractor* 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 *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* 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 *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* 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	Inflation At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the *starting date* and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments

	Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate] 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 Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the total of the Prices. 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.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	Amalgamated Construction Limited (t/a AmcoGiffen)	
Address for communications	Whaley Road | Barnsley | S75 1HT	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
The *people rates* are		
category of person	unit	rate
The *published list of Equipment* is		
The *percentage for adjustment for Equipment* is		

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	[redacted]
	Enter the total of the Prices from the Price List.
Signed on behalf of the *Contractor*	
Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	23/05/2025
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client*	
Name	[redacted]
Position	[redacted]

Signature	
Date	03/06/2025

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
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]					
				The total of the Prices	[redacted]

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

The Scope 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.

The Environment Agency (EA) Programme and Contract Management (PCM) team for the North-East Hub is seeking to appoint a *Contractor* through Lot 1 of the Asset Operation, Maintenance and Response (AOMR) Framework to deliver the design and construction of upstand repairs to the fish counter at Riding Mill Pumping Station.

1. Description of the *works*

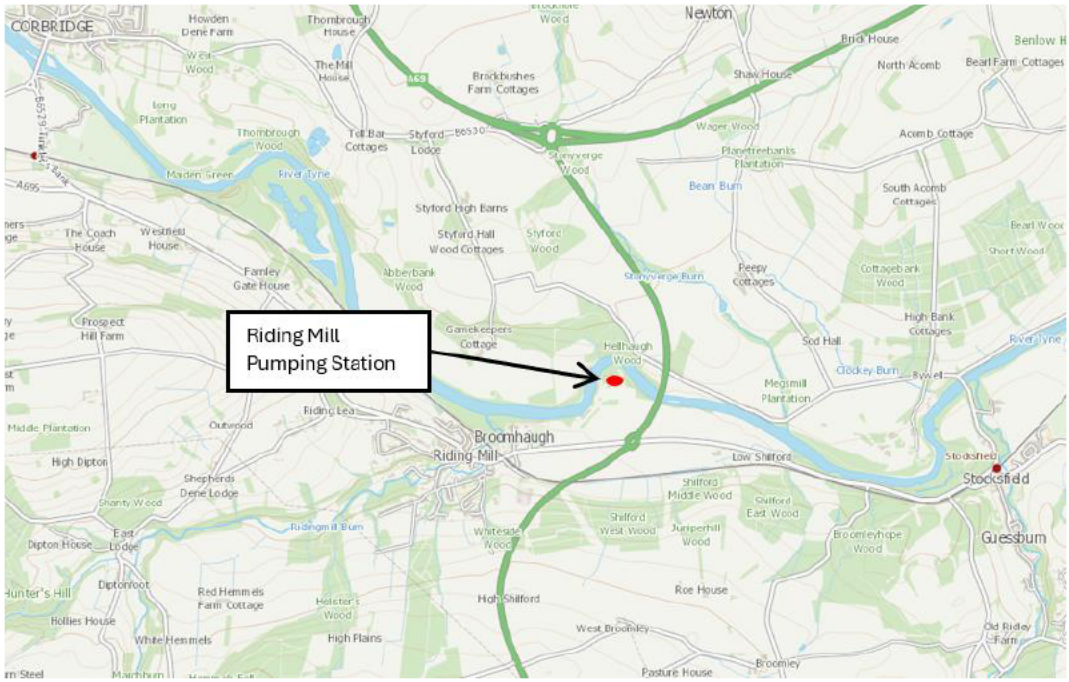
Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

1.01 Location

1.01.1 The *site* is located at Riding Mill Pumping Station, Northumberland, NE44 6EQ, NGR: NZ 02690 61982, What3Words: logbook.moss.improves

1.01.2 Riding Mill Pumping Station is located to the north-east of Riding Mill village, adjacent to the River Tyne, as shown in Figure 1 below.

Figure 1: Site Location



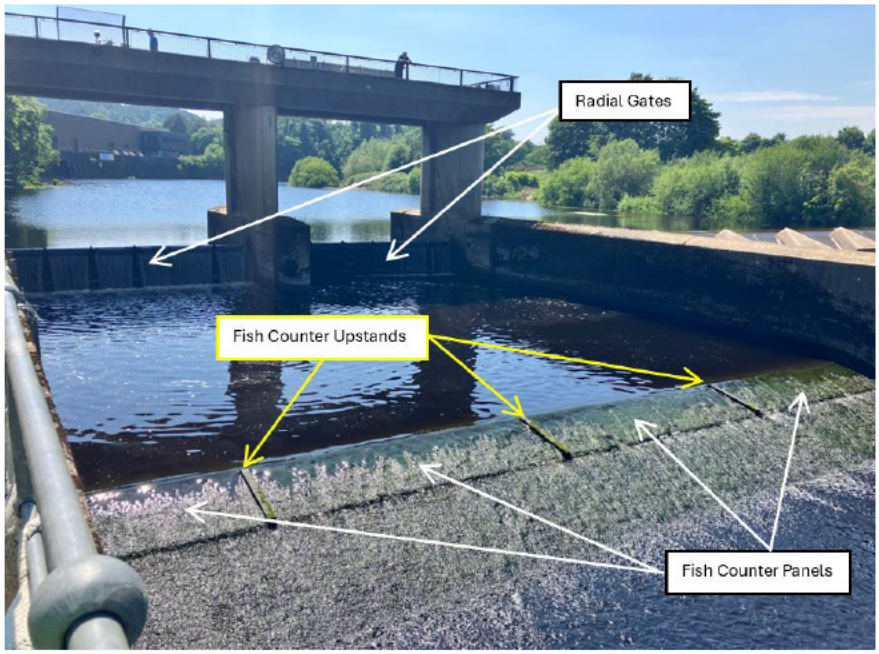
1.01.3 The location of the existing fish counter within the Riding Mill Pumping Station site is shown in Figure 2 below.

Figure 2: Fish Counter Location

1.02 The Site

1.02.1 The *site* is owned and operated by Northumbrian Water Ltd (NWL), and works can only be undertaken to the fish counter in agreement with NWL, and when the radial gates are raised. Photo 1 below shows the existing layout of the radial gates, fish counter panels and three (3) of the four (4) fish counter upstands (the upstand nearest the bank is not visible as it is adjacent to the wall).

Photo 1: Radial Gates & Fish Counter



1.02.2 The radial gates are only permitted to be raised when the water level is between 0.3 m and 0.75 m. If the water level is above 0.75 m there is too much pressure on the gates and operating them becomes unsafe. If the water level is below 0.3 m then operation becomes a lengthy process as it is more difficult to maintain the minimum flow in the river.

1.02.3 The window for operating the radial gates is typically during June / early July when water levels are lower. Beyond the first week of July the steadily increasing volume of fish would result in fish rescue difficulties and the number of impacted fish would be significant. Should the weather conditions in June / July be such that the water levels are not within the required range, then a second window for the works is possible late August / early September (again, weather permitting) when the fish population will have significantly reduced. The permitted windows for 2025 will be:

- 26th May to 4th July
    - NWL have confirmed their order of preference for dates as follows:
        - 23/06/25 – 27/06/25
        - 30/06/25 – 04/07/25
        - 09/06/25 – 13/06/25 [redacted] who operates the gates is on leave on the Monday)
        - 16/06/25 – 20/06/25 (NWL are very busy operationally and could accommodate us but they would prefer if we could adopt preferences 1 and 2 above if possible)
- 25th August to 5th September
    - NWL have confirmed their order of preference for dates as follows:
        - 01/09/25 – 05/09/25
        - 25/08/25 – 29/08/25 (the Monday is a bank holiday so no NWL staff available)

1.02.4 The *Client* can liaise with Kielder to reduce releases from the reservoir to give increased certainty to achieving the water level criteria required to commence and complete the works. It is noted that the *Contractor* must still sign up to the appropriate flood warning alerts and monitor river levels to ensure that the *works* do not proceed or continue if forecasted water levels do change and fall outside of the criteria.

- The current water level can be checked at the following website: River Tyne level at Riding Mill - GOV.UK (https://check-for-flooding.service.gov.uk/station/8170)
- For flood alerts and warnings, sign up via: Sign up for flood warnings - GOV.UK (https://www.gov.uk/sign-up-for-flood-warnings)

1.03 Background Information

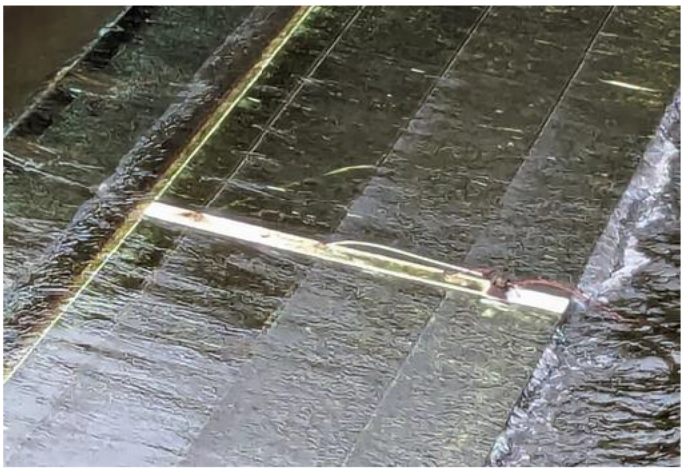
1.03.1 The Riding Mill fish counter is a very important asset for the EA as it helps in managing England's best salmon river. It comprises four (4) panels that are bolted to the existing weir and detects fish as they pass over it. Upstands are located at joins between the panels to prevent fish from moving between channels as they pass over the weir as this would affect the fish count. The upstands also provide protection for the cables below. For further details refer to the as-built drawings contained within the Pre-Construction Information (PCI), which is included as Appendix A.

1.03.2 A summary of the timeline associated with the fish counter at this site is provided below:

- 1996 – the original fish counter was installed.
- June 2023 – a replacement fish counter was designed and installed.
- July 2023 – a fault was reported with the new fish counter. It was subsequently determined that two of the four fish counter panels had been dislodged. The panels had lifted off as evidenced by the panel bolts being fully intact.
- June 2024 – a second replacement fish counter was installed with all new panels and fixings.
- October 2024 – a fault was reported with the new fish counter. It was subsequently confirmed that the upstand furthest from the bank had been dislodged, likely due to a debris strike. Refer to Photos 2 and 3 below.

Photo 2: Furthest Upstand Circled

Photo 3: Close-up of Dislodged Upstand – Cables Exposed

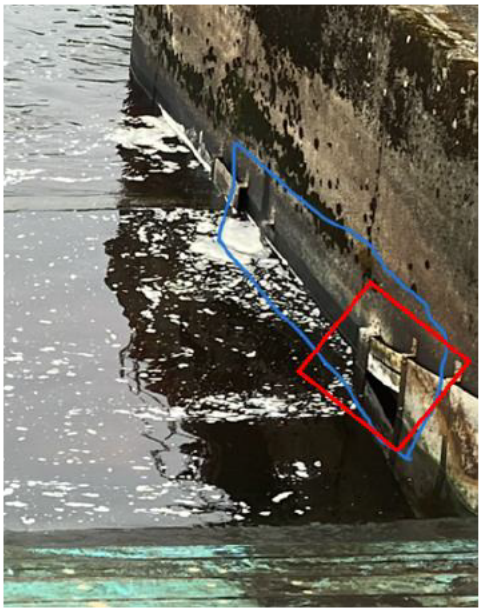


1.03.3 Another issue that has been identified at the site is the condition of the existing eel bristle pass that is situated adjacent to the weir on the right bank channel wall:

- One existing bristle pass panel adjacent to the top of the weir has a damaged outer skin which has peeled back due to the force of the water, as shown in Photo 4 below.
- Four of the existing bristle panel boards and two of the brackets are missing as indicated by the blue outline in Photo 5 below.
- One existing bristle panel board is damaged, as indicated by the red square in Photo 5 below.

Photo 4: Damaged outer skin

Photo 5: Missing and damaged panel boards



1.04 Purpose of the Works

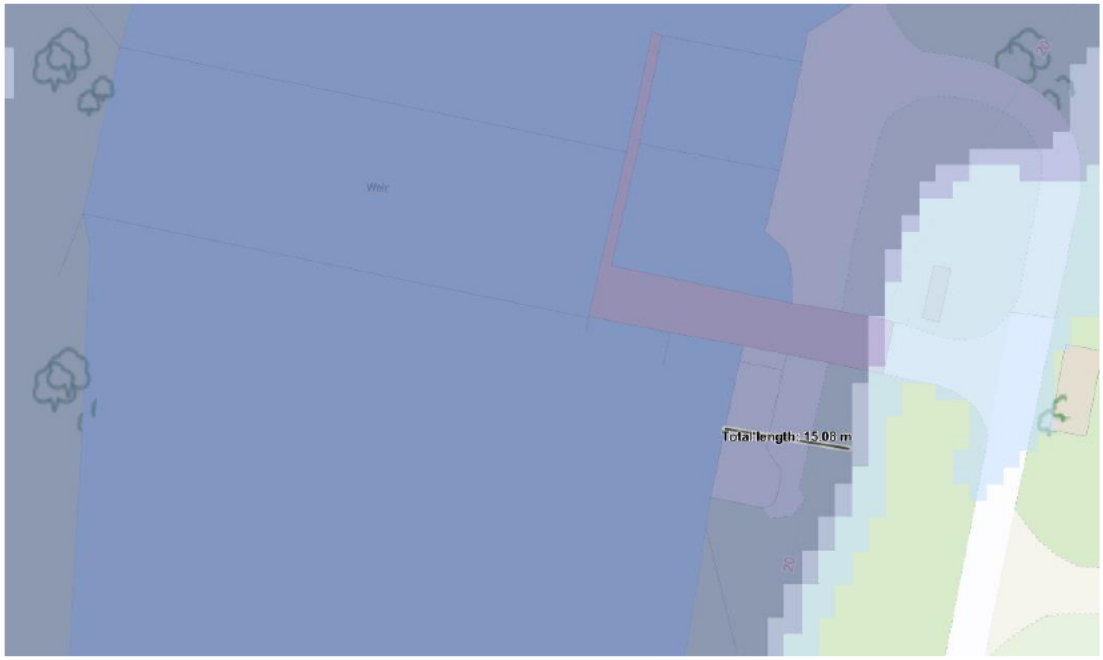
1.04.1 Given the importance of the fish counter to the EA and the significant constraints around being able to undertake works / repairs to it, it is imperative that the fish counter remains operational. As such, the purpose of the works is to:

- Replace the missing upstand, and repair any associated damage, so that the fish counter is fully operational.
- Reinforce the upstands to minimise the risk of them being dislodged should they be struck by debris in the future. Reinforcement is required to three (3) of the four (4) upstands as follows:
    - The missing upstand.
    - The two other upstands that are still in-situ in the open channel, as seen in Photo 2. (The fourth upstand closest to the bank, not visible in Photo 2, has minimal risk of debris strike due to protection by the bank and eel pass, and so does not require any reinforcement.)
- Whilst the gates are raised, take the opportunity to repair the existing eel bristle pass at the weir.

1.04.2 As such the *Contractor* shall:

- Attend a project start-up meeting, to be organised by the *Client*.
- Attend fortnightly Progress Meetings through to Completion. The *Client* chairs and records these meetings. It is expected that the *Contractor* and Designer will both attend all meetings.
- Review the information within this contract, including the appended Site Information, and advise the *Client* if any further information is required.
- Provide all the necessary information required to enable the *Client* to apply for a FRAP exemption (FRA9) for the repair works. The local EA permitting team has advised that a FRAP exemption will be granted for the repair works. The Contractor must provide:
    - The name and address of the organization who is responsible for the work.
    - Company registration number and registered address.
    - Contact details for the person the permitting team should contact about the work.
- Prepare a methodology that enables the use of temporary scaffold works to comply with FRAP exclusion 3 (Using ladders and scaffold towers). This requires the following to be adhered to:
    - Each day before installing the temporary stairs, check the river conditions to be sure that their use will not increase flood risk.
    - Remove the temporary stairs at the end of each day.
    - Once removed, store the temporary stairs outside of Flood Zone 3. Figure 3 below shows the extent of Flood Zone 3 as indicated by the grey hatching, the boundary of which is shown to be ~ 15 m from the river to the south of the gantry. It is noted to the north of the gantry the extent is much larger. The storage location must be identified for agreement with NWL in advance of the works.

Figure 3: Flood Zone 3



- Review the current design of the upstands and fish counter and develop options as necessary to show how the upstands could be reinforced to resist debris strikes. Some potential solutions are listed below. However, it is noted that these are suggestions only, and not an exhaustive list. It is the responsibility of the *Contractor* to ensure that the proposed solution(s) are fit for purpose.
    - Additional plastic bolted into the weir as a 'nose' on the upstream end of the upstand to deflect any debris.
    - Additional plastic bolted into the weir over the top of the upstand to hold the upstand down.
    - Repeating the existing welds on the in-situ upstands, and the new welds on the replaced upstand several times to improve their strength.
    - It is noted that due consideration should be given to the use of metal within any solutions as it has the potential to conduct electricity and cause interference with the counter.
- Present the outline options to the EA at an online workshop. The options are to be presented in the form of Drawings with an associate options assessment matrix, which shall include high level costs and any programme constraints e.g. lead-in times for materials. The *Contractor* shall clearly state the level of impact that the reinforced upstands can withstand in relation to flow depth and flow rate.
- Provide an early indication as to the anticipated duration of the *works* to assist the EA in communications with third parties.
- Once the preferred option has been agreed by the EA, prepare and submit Detailed Design Drawings and Specification as necessary to enable the solution to be constructed. This is to be accompanied by a construction programme and cost.

[redacted]

- Submit carbon reporting and deliverables in accordance with the requirements of the AOMR framework.
- Undertake ecological pre-works checks at the *site* on the Friday before the works, and on the morning the *works* commence. The *Contractor* is to provide a Suitably Qualified Ecologist (SQE) to undertake these checks. For further information refer to Section 1.06 of this Scope and the Ecological Assessment, which is contained within Appendix B.

- Provide an SQE to give Toolbox Talks as stated in Section 1.06 of this Scope.
- Adhere to the biosecurity, Invasive Non-Native Species (INNS), pollution prevention and sediment control measures as per Section 1.06 of this Scope.
- Seek advice from an SQE, Biodiversity Technical Officer or Biodiversity Advisor during the works as necessary as per the requirements of Section 1.06 of this Scope.
- Commission suitably qualified personnel to undertake fish rescue as required during the *works*. The fish rescuer is to count and determine the species of the fish or catch the fish such that the EA can count them and determine the species. It is noted that EA staff are still not permitted to enter the channel due to ongoing Red Card actions.
- Obtain a permit to undertake the fish rescue by completing the application form in the link below, and submitting to [redacted] It is noted that approval can take four (4) to five (5) weeks.

  Application for authorisation to use fishing instruments other than rod and line in England

  (https://assets.publishing.service.gov.uk/media/5fb50b7fe90e0720953e3c83/Application_

  for_authorisation_to_use_fishing_instruments_other_than_rod_and_line_in_England.pdf)
- Consider any opportunities to expedite the duration of the works in the channel, for example by pre-drilling holes into any additional plastic fixings as necessary.
- Ensure that the *works* do not commence on site until a Permit to Work has been received from NWL.
- Inform EA Fisheries Enforcement (Dave Shears, Tel: 07711 491804) when the penstocks are opened and closed, recording the times in the site Daily Records.
- Construct the agreed Detailed Design, undertaking the following key elements during the *works*:
  - Isolate the counter (unplug at wall and lock off) prior to starting works
  - Pump water from the basin to maintain a dry working area over the weir noting that one of the upstream penstocks will be left open very slightly to maintain a small flow to keep water in the fish pass well-oxygenated and cool.
  - Place tarpaulins / covers over the top of chambers to reduce heat from direct sunlight and chance of people disturbing the holding fish.
  - Clean all the upstands.
  - Check for any cracks in the upstands, and repair.
  - Check if the exposed cables / wires are damaged, and repair.
  - Check if there is any damage below where the wires go down into the panel, and repair.
  - Sleeve any breaks in the installation.
  - Replace the plastic upstand and plastic weld.
  - Implement the agreed reinforcement solution to the three (3) exposed upstands.
  - Unlock and switch back on the electrical supply upon completion of the *works*
  - Undertake electrical bulk resistance testing to ensure the counter is fully operational following repair. The EA has an LCR meter that the Contractor can borrow if needed.
- Advise the *Client* whether the *works* would need to remain dry overnight to ensure that plastic welding can set before being exposed to water.
- Undertake repairs to the existing bristle pass. The existing bristle pass boards are secured to the channel wall via stainless steel bolts and brackets. Metal plates cannot be used as they would interfere with the operation of the fish counter. It is noted that there are two spare bristle boards on site that are available for use by the Contractor.
- Employ additional measures as necessary to ensure the water level is sufficiently low on the

downstream side of the weir to enable the bristle pass repairs to be completed.

- Put into place the following measures during the *works*:
    - Protect the public (most likely anglers) for example through use of signage and other means to segregate the public from the works.
    - Arrange for any vegetation clearance as necessary to enable the *works* to take place. (It is assumed that no vegetation clearance is required. The *Contractor* is to advise immediately if a need for this is identified.)
    - Provide necessary onsite welfare facilities as required.
    - Reinstate the site to current condition (or better) following any works.
    - Make best efforts to resolve any issues encountered on site, such as, but not limited to, access issues or local distress. The *Contractor* must inform the *Client* of any problems which cannot be resolved on site as soon as possible.
    - Provide a programme for the *works* and keep the *Client* updated on a start date. A minimum of two weeks' notice to the *Client* is required before works start on site.
    - Produce safe work plans, detailed work instructions and emergency evacuation plans for all the activities involved as part of the *works*.
    - Ensure good biosecurity procedures are always followed. Please refer to Section 1.06 of this document for further details.
    - Work in accordance with the EA's SHEW CoP and update all CDM documentation throughout the *works* as appropriate.
    - As per Framework Standards, refer to the following general documents for executing the works in a safe manner:
        - Environment Agency's SHEW CoP
        - Environment Agency's FCRM Minimum Technical Requirements V12
        - Environment Agency's LIT16405 Safely Managing Work at Height
        - Environment Agency's LIT12226 Work Restraint, Fall Arrest and Rope Access Equipment
        - HSE L23 Guidance: Manual Handling Operations Regulations
        - UKCA MARK
        - PAS2080 Standard for Managing Infrastructure for Carbon

1.05 What the EA Will Do

- Stakeholder engagement in advance of work to make them aware of any planned works and dates; and obtain any specific requirements from any third-party stakeholder. Key stakeholders are listed below:
    - NWL
    - Fishing Proprietor & Angling Groups
    - Styford Hall
- Confirm with EA Fisheries Enforcement regarding the need to switch off the pumped eel pass whilst the gates are raised.
- Liaise with NWL to ensure the bristle pass remains open.
- Operate the penstocks such that they are open outside of working hours to provide fish passage.
- Inform EA Fisheries Enforcement when the gates are raised and lowered.
- Discuss with EA Fisheries Enforcement the possibility of pumping around the weir overnight to give time for plastic welds to set, if needed.

- Provide utilities details (refer to the PCI document contained within Appendix A).

1.06 FBG

1.06.1 Ecological Surveys & Pre-Works Checks

- The *Client* undertook an ecological assessment of the site in May 2024, a copy of which is contained within Appendix B.
- Pre-works checks are to be undertaken at the *site* on the Friday before the *works* and on the morning the *works* commence. The *Contractor* is to provide a suitably qualified ecologist (SQE) to undertake these checks. Should anything be identified during these checks that could be affected by the works, the *Contractor* must notify the *Client* to discuss the need for mitigation measures or postponement of the *works*.

1.06.2 Ecological Toolbox Talks

- The Contractor shall provide an SQE to give Toolbox Talks on the following topics prior to commencing the *works*:
  - Nesting birds
  - Bats
  - Fish
  - Otters
  - Badgers
  - INNS including signal crayfish, Japanese Knotweed and Himalayan Balsam

1.06.3 Birds

- Wild birds are protected under Part 1 Section 1 of the Wildlife and Countryside Act (WCA) 1981 (as amended); they are protected from being killed, injured, or captured. It is an offence to intentionally take, damage or destroy a wild bird's nest while it's being used or built, and it is an offence to intentionally take or destroy a wild bird's egg. Additional protection is also afforded to any bird species listed on Schedule 1 of the Act, e.g. kingfisher. For these bird species it's also an offence, whether intentionally or by not taking enough care, to disturb them while they're nesting, building a nest or are in or near a nest that contains their young. It is also an offence to disturb their dependent young.
- Should pre-work checks identify active nests that may be impacted by the works, works will not be able to commence as planned and advice will be provided by the Biodiversity Technical Officer, Biodiversity Advisor or SQE. This may comprise an appropriate stand-off distance or suspension of the works until the nest is finished being used.

1.06.4 Otters

- Otters are fully protected through their inclusion in Schedule 5 of the Wildlife and Countryside Act (WCA) 1981 (as amended) and in Schedule 2 of The Conservation of Habitats and Species Regulations 2017. Under the legislation, it is an offence to intentionally or recklessly capture, kill, disturb or injure an otter as well as damage or destroy a breeding or resting place, or obstruct access to their resting or sheltering place.
- The hardstanding and built habitats on site are of negligible suitability for otters. However, there is a low risk of commuting otters being impacted by the *works*. As such, regular short breaks should be planned into the works to allow them to move past the *site* in the water should they wish. Similarly, should an otter be seen passing in the water, the *works* must stop immediately to allow it to pass. Works can recommence once the otter has moved on. Should an otter be seen on land around the *site* then the *works* must stop immediately and advise sought from the Biodiversity Technical Officer, Biodiversity Advisor or SQE.

1.06.5 Bats

- The *Contractor* shall, upon installation of the staircase, check the staircase for any potential bat roost

features such as open-ended tubing. Where these are identified they are to be blocked.

- No crevices within the existing structures in the works area are to be blocked. If bats are encountered anywhere on site during planned daytime works, work must stop immediately, and advice sought from the Biodiversity Technical Officer, Biodiversity Advisor or SQE.

1.06.6 Badger

- The *site* is such that there is the potential for commuting badger to be impacted by the works if they happen to stray into the main works area, although unlikely. As such, should a badger be seen during the *works*, work must stop immediately, and advice sought from the Biodiversity Technical Officer, Biodiversity Advisor or SQE.

1.06.7 Biosecurity and INNS

- Good biosecurity protocols are to be incorporated into the operational plan. As a minimum this is to comprise:
    - The Check, Clean, Dry protocol should be followed. All plant, equipment, and PPE must be cleaned and dried thoroughly prior to arrival on site and when leaving site, to limit the spread of harmful pathogens, live organisms, seeds or other plant material. The use of a disinfectant suitable for use on aquatic sites should only be applied once items are clean. (Clean items should not contain any mud or fragments of vegetation present. The drying period should be >48hrs since use and washdown at a previous site.)
    - Further information on biosecurity / Check, Clean, Dry can be accessed here: https://www.nonnativespecies.org/what-can-i-do/check-clean-dry .
    - Further information on biosecurity can be found here: https://www.nonnativespecies.org/biosecurity/biosecurity-in-the-field/
    - There is potential for signal crayfish to be encountered and so a plan must be in place regarding what method will be followed.

1.06.8 Pollution Prevention

- Due to the immediate proximity of the watercourse to the working area, pollution prevention measures must be developed and strictly adhered to at all times, to ensure that pollutants do not enter the waterbody causing harm to the species therein or affect its function. This includes any fuel for plant / tools.
- The *works* should adhere to the Pollution Prevention Guidance for Businesses provided by DEFRA and the EA, in particular the section 'Construction, inspection and maintenance' that includes 'Work in, over or near a river, stream, lake or pond'. The guidance can be found here: https://www.gov.uk/guidance/pollution-prevention-for-businesses
- The EA Incident Hotline phone number should be included in documentation held on the site: 0800 807060

1.06.9 Sediment Control Measures

- No digging is required and activities in the channel are not anticipated to cause soil or turbid water to collect/runoff from the site. Should it be considered that activities will cause runoff/disturbance to sediment, the activities must not commence, and the advice of a fisheries officer or suitably trained ecologist will be required.
- No concrete, cementitious material or leachate from the construction activities must be allowed to enter the watercourse. The lime in substances containing cement is highly toxic to fish, salmonids in particular, and dissolves easily in water. Dry working when using concrete, allowing concrete to dry before it is exposed to water and the use of quick drying cement should reduce any associated risk. It is an offence under SAFFA to knowingly allow any solid or liquid matter injurious to fish, their spawning grounds, spawn or food, to enter the watercourse.

1.2 *Contractor's* Design

1.2.1 The *Contractor* designs all temporary works to complete the *works*. This includes the temporary stairs

that will need to be lifted in and out of the channel each day.

1.3 Accommodation

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

1.4 Access to the Site

1.4.1 Prior to first entry to the *site* to undertake the physical *works*, the *Contractor* shall record the condition of the *site* and accesses to the *site* through photographs and videos (to include as a minimum; accesses, adjacent land, storage and compounds). 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.

1.4.2 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 postpone the work. If the *Contractor* decides to continue at the site, this will be at his own risk.

1.4.3 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, 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*.

1.5 Sharing the Site with the *Client* and Others

1.5.1 The *Client* will notify the landowner and fishing tenant of the planned works. The *Contractor* is to liaise with these parties as necessary in advance of, and during the works.

1.6 Management of the W*orks*

1.6.1 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.

1.6.2 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*.

1.7 Weather Measurements

1.7.1 The place where weather is to be recorded is: Nearest Met Office Weather Station to the *site*.

1.7.2 The weather measurements are to be supplied by: Met Office.

1.8 Quality Management

N/A

1.9 Consents, Permits and Licenses

1.9.1 The *Contractor* shall obtain the necessary consents, permits, licenses and / or agreements from third parties for the permanent works.

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

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

1.10 Health, Safety & Environment

1.10.1 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.

1.10.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. If required, the *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.

1.10.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* acts as *Principa*l Contractor and Designer under the Regulations.

1.10.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submit 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.

1.10.5 Details of access routes must be included within the method statements.

1.10.6 The work is to be carried out adjacent to a live channel which can pose a significant risk due to working near water. High water table and significant channel flows may delay the programme of works.

1.11 Procurement of subcontractors

1.11.1 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 Delivery Partner updates the notice on Contracts Finder with details of the successful *subcontractor*.

1.12 Title

N/A

1.13 Completion

1.13.1 Completion is achieved and certified only when the Contractor has done all the work which the Scope states is to be done by the *completion date*.

1.14 Accounts and Records

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

1.14.2 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] and
- [redacted]

1.15 Communications

1.15.1 In accordance with Clause 14.5 of the contract, all 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.

1.15.2 All communications from the *Contractor* to the *Client* shall be sent to the *Project Manager*.

1.15.3 Ten (10) working days' notice of commencement of works shall be given to the *Client*.

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

1.16 Plant & Equipment

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

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

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
N/A – Project is Design and Build. No Design Drawings to include. Refer to Site Information for any as-built record drawings.		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Lot 1 - Spec supplementary clauses - General	06/2018	yes
Annex 11 – LIT 13118 – Code of practice for electrical safety – Part 2	07/2020	yes
LIT 13129 – MEICA – Management – Low voltage electrical equipment	Version 13.0	yes
LIT 13130 – code of practice for electrical safety – electrical authorisation	09/2023	yes

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 *Client*.

4.1 Protection Against Damage

4.1.1 The *Contractor* shall ensure that the *site* is not damaged by their activities. The *site* is to be fully reinstated to the satisfaction of the *Client* and the landowner/occupier within 1 week of completion of the *works*.

4.2 Health and Safety

4.2.1 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. 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.

4.2.2 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review the Construction Phase Plan.

4.3 Access

4.3.1 The *Client* has the contractual right to access the *site*. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the *Client* and landowner should the identified routes be unsuitable.

4.3.2 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 at the site.

4.3.3 A key, which must be returned on completion of the works, will be provided as necessary to allow access through NWL gates.

4.3.4 The *Contractor* must note that the site surrounds are used extensively during fishing season (March to October) and so the *Contractor* must give at least 4 weeks' notice of the planned date of the works to allow the *Client* to discuss with the local angling community.

4.4 Mud / Debris

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

4.5 Services

4.5.1 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 in advance of commencing the works.

4.6 Fires

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

4.7 Choice of Equipment

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

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

4.8 Permits

4.8.1 The *works* are to be undertaken in accordance with the requirements of the NWL Permit to Work and approved Flood Risk Activity Permit Exemption and Exclusion for the *site*.

4.9 Working times

4.9.1 The *Contractor* is to advise the proposed working hours for agreement with the *Client* and NWL.

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).

5.1 The *Contractor* submits his programme with the *Contractor's* Offer for acceptance.

5.2 the Contractor shall submit the programme in Adobe PDF and Microsoft Project formats.

5.3 The *Contractor* 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) The critical path

(e) The dates when the *Contractor* forecasts to need first access to the Site to undertake physical works

(f) The order and timing of the operations which the *Contractor* plans to do in order to provide the works

(g) 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.

(h) The order and timing of the work of the *Client* and others required for the *Contractor* to provide the works

(i) Provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract

(j) Completion date

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

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item	**Date by which it will be provided**
Fastdraft Access	Within 2 weeks of contract award
Access keys (if required) for the *site*, to be returned once the *works* is completed.	Day one of the *works* (where applicable)

Site Information

Pre-Construction Information, including utilities and as-built drawings – refer to Appendix A

Ecology Assessment – refer to Appendix B

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:	

Appendices:

Appendix A

- Riding Mill Upstand PCI_Rev 1_Final, dated 23/04/2025

Appendix B

- Riding Mill Fish Counter Project, Ecology Assessment, May 2024, Version 2