



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Asset Operation, Maintenance and Response (Asset OMR) Framework For Lot 3 Landscape and Habitat Creation workstream only

Template version history

V 1	March 2024	Go Live Lot 3 template
V 1.1	May 2024	Reversion back to bidder pack terms
V 1.2	July 2024	corrections to Z8 and Z110
V1.3	October 2024	Variation of AOMR Lot 3 template for use with Landscape and Habitat Creation workstream only: introduces Z13, Z14 and Z15 and updates to Retention for this workstream only

ECSC Contract template

**Asset Operation, Maintenance and Response (Asset OMR) Framework
Lot 3 (Landscape and Habitat Creation):**

**Leigh Expansion and Hildenborough Embankment Scheme (LEHES):
Leigh WFD Landscape Contract – ENV0007561C**

NEC4 Engineering and Construction Short Contract

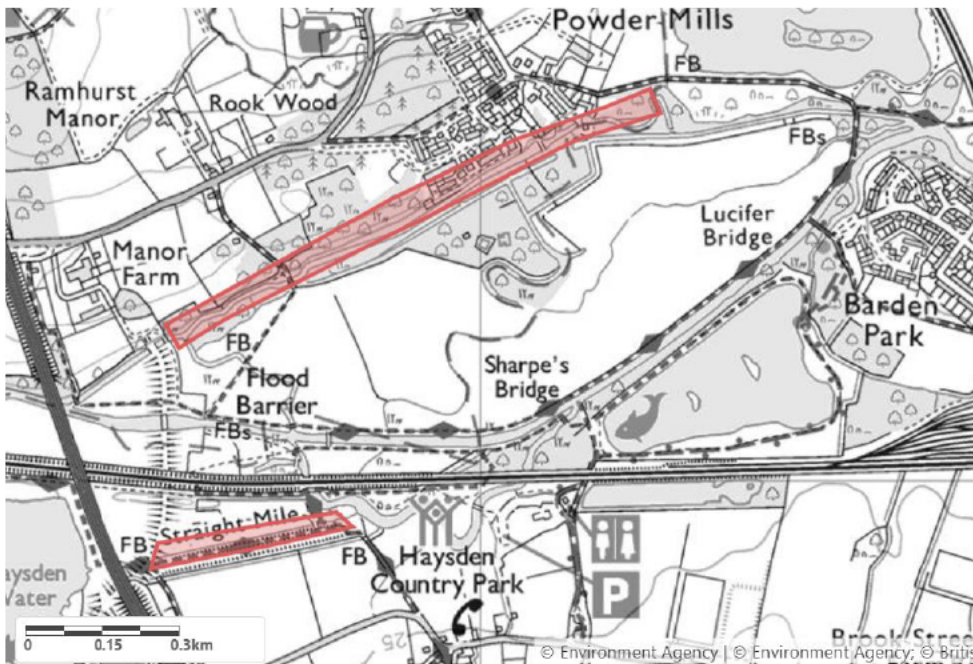
Asset Operation, Maintenance and Response Framework

Lot 3: Landscape and Habitat Creation

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land & Water Services Ltd
For	Leigh Expansion and Hildenborough Embankment Scheme (LEHES) - Leigh WFD Landscape Contract - ENVIMSE100377
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

The <i>Client</i> is	Environment Agency
Address for communications	Orchard House, Endeavour Park, London Road, Addington, West Malling, Kent ME19 5SH
Address for electronic communications	
	The <i>Contract Administrator</i> is
Name	
Address for communications	
Address for electronic communications	
The <i>works</i> are	River Restoration measures on the Powder Mill Stream and Straight Mile; channels running parallel with the River Medway
The <i>site</i> is	<p>as indicated by the red demarcation below, which shows the red-line boundary of the site.</p>  <p>Powder Mill stream: Powder Mill Lane, opposite Ramhurst Manor, down the track using left bank of water course where vegetation has been cleared going past meadow bungalow.</p> <p>Straight Mile stream: Lower Haysden Lane, Tonbridge TN11 9BE</p> <p>As identified on the following drawing: Design Intent Appendix A</p>

The <i>starting date</i> is	24 February 2025 [the date from which the works can be commenced]	
The <i>completion date</i> is	13 June 2025	
The <i>delay damages</i> are		
The <i>period</i> for reply is	1	weeks
The period between completion of the <i>works</i> and the <i>rectification date</i> is	52 weeks	
The period between completion of the <i>works</i> and the <i>rectification date</i> for [hard landscaping] is	N/A	
The period between completion of the <i>works</i> and the <i>rectification date</i> for [grass] is	N/A	
The period between completion of the <i>works</i> and the <i>rectification date</i> for [bulbs] is	N/A	
The period between completion of the <i>works</i> and the <i>rectification date</i> for [shrubs] is	N/A	
The period between completion of the <i>works</i> and the <i>rectification date</i> for [Trees (semi-mature / extra heavy standard)] is	N/A	
The period between completion of the <i>works</i> and the <i>rectification date</i> for in-channel installations is	12 months	
The <i>defects correction period</i> is	4	Weeks, except that
The <i>defects correction period</i> for	In-channel installations	to remain as 4 weeks, and in particular following events of high flow in-channel
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 Construction Industry Council (CIC) 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.
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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	£100,000
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	1.2x the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	The <i>defects date</i> plus 2 years
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The <i>defects date</i> plus 2 years

The <i>Adjudicator nominating body</i> is	The Construction Industry Council (CIC)
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The <i>tribunal</i> is	Litigation in the courts
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Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Z1	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	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the <i>works</i> does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the <i>works</i> which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and 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	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 AOMR (Asset Operation Maintenance and Response) Framework Agreement made with the <i>Client</i> .
Z9	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack.
Z13	Contract Administrator
Z13.1	Under Clause 14.5, the <i>Client</i> delegates their actions defined in the contract to the <i>Contract Administrator</i> except for: <ul style="list-style-type: none"> • <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works • Clause 16 Access to the <i>site</i> and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination The <i>Client</i> may replace the <i>Contract Administrator</i> after they have notified the <i>Contractor</i> of the name of the replacement.
Z14	Inflation
Z14.1	At the Contract Date the total of the Prices includes sums to cover inflation until Completion. On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.
Z15	Searching for and notifying Defects
Z15.1	In Clause 41, replace the term ' <i>defects date</i> ' with ' <i>rectification date</i> '.

Contract Data

The Contractor's Contract Data

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

Sub-contractors

The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

	Name and address of proposed subcontractor	Nature and extent of work
1.		
2.		
3.		
4.		

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 £ 165,673.35

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 24/2/25

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 24/02/2025

Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the Contractor's rates in the Lot 3 Price Workbook, Table 7 – Landscape and Habitat Creation Works Implementation and Aftercare.

The detailed price breakdown reference is 24-283-01 Leigh Expansion Powder Mill and Straight Mile

Ref	Description	Sub total
A	Pre-commencement	
1.	Pre-construction management:	
1.1	Progress Meetings (March - July inclusive) and Contractor progress reports.	
1.2	Preparation of Construction Documentation (Including Pre-condition site images, CPP, EMP, TMP, SWMP and RAMS)	
1.3	Pre-start site visit with supervising lead.	
1.4	FRAP - previously made under separate cover	
	Sub-total: A. Pre-commencement	
B.	Site Works	
1.	Mobilisation:	
1.1	Powder Mill Stream - Establish fenced storage compound and self-contained welfare, mobilise plant and ancillary equipment at Mill Stream Rise. Team walk through with Geomorphologists (client)	
1.2	Straight Mile - Establish fenced storage compound and self-contained welfare, mobilise plant and ancillary equipment to / off Lower Haysden Lane, put in place footpath diversions, Team walk through with Geomorphologists (client)	
2.	Site Management and Supervision	
2.1	Site Management and Supervision - Tree felling and enabling works at Straight Mile and Powder Mill Stream	
2.2	Site Management and Supervision - Powder Mill Stream.	
2.3	Site Management and Supervision - Straight Mile.	
3.	Permanent Works Activities - Welfare, Plant and Ancillary Equipment	
3.1	Tree felling and enabling works at Straight Mile and Powder Mill Stream.	
3.2	Powder Mill Upstream, Middle and Downstream main site works	
3.2a	Hybrid deflectors / berms and cylindrical deflectors - max 42no total	
3.2b	Place / install gravels locations GP1, GP2 and GP3, max 60t total.	
3.3	Straight Mile main site works	
3.3a	Hybrid deflectors / berms and cylindrical deflectors - max 13no total	
3.3b	Place / install gravels location GS1, max 20t total	
4.	Permanent Works Activities - Tree Felling Powder Mill and Straight Mile Labour	
4.1	Tree felling and enabling works at Straight Mile and Powder Mill Stream.	
5.	Permanent Works Activities - Powder Mill All Reaches Labour and Materials	
5.1	Construction / formation of 28no hybrid deflector / berm ref 584	
5.2	Construction / formation of cylindrical deflectors - 10no ref 586a and 4no ref 586b (14no total)	
5.3	Place / install gravels locations GP1, GP2 and GP3, max 60t total.	
6.	Permanent Works Activities - Straight Mile Labour and Materials	
6.1	Construction / formation of 10no hybrid deflector / berm ref 584	
6.2	Construction / formation of cylindrical deflectors - 2no ref 586a and 1no ref 586b (3no total)	
6.3	Place / install gravels location GS1, max 20t total.	
7.	Clearance and Demobilisation	
7.1	Clear compounds, demobilise welfare plant and ancillary equipment	

	Sub-total: B. Site Works	
C.	<u>Post Completion</u>	
1.	Prepare and issue Health and Safety File, Red Line Drawings / Photographic record.	
	Sub-Total: C. Post Completion	
	The total of the Prices	£165,673.35

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

Standard Method of Measurement 7 (SMM7), classified according to the Common Arrangement of Works Sections (CAWS)

When ordering products and constructing the *works*: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their *Contract Administrator*, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

Scope

1. Description of the works

Documents included in Scope by reference.

This Scope should be read in conjunction with the documents detailed in the table below current at the Contract Date (in addition to law and regulations which are not listed).
In the event of conflict, this Scope shall prevail.

The contract is to provide the implementation of river restoration installations within two water courses which have been heavily modified in the past.

It is intended to deliver a range of water improvement measures as identified in the Water Framework Directive (WFD) Assessment (Appendix 6.2 WFD Report Final 20.08.2020) for the Leigh Flood Alleviation Scheme (FAS) at 2 locations: 1 reach on each of the Powdermill Stream and the Straight Mile. The measures consist of a combination of berm and woody debris installations, bank scour, introduction of gravels and sourcing materials through site-sourced tree and bough felling.

Document Title	Version No	Issue date	The works is to be compliant with the following: DOCUMENT
Asset OMR Framework Deed of Agreement		04/03/2024	Available from Framework tender pack and Here
Asset OMR Framework Schedules	V 1	04/03/2024	Available from Framework tender pack and Here
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V6	September 2023	LIT16559
Minimum Technical Requirements – Environment and Sustainability	LIT 65150	[Insert date of latest version of MTR]	N/A
Specification for landscape and habitat creation works, implementation and establishment aftercare Preliminaries sections	-	06/02/2024	Lot 3 Asset OMR Technical Specifications – Landscape and Habitat Specification – Preliminaries.
Specification for landscape and habitat creation works, implementation and establishment aftercare Works sections	-	06/02/2024	Lot 3 Asset OMR Technical Specifications – Landscape and Habitat Specification – Works Sections.
Asset Operation and Incident Response Scope of Works	-	09/07/2024	Lot 1 & 3 - Asset Operation and Response - Scope.pdf
Supply chain passport	-	15/02/2024	Lot 1 & 3 - Framework Supply Chain Passport Template.xlsx
FCRM Asset Maintenance Standards	-	19/02/2024	Lot 3 - FCRM Asset Management Maintenance standards.pdf
Vegetation Management Specifications		09/07/2024	N/A

1.1 Project background

1.1.1 The channels connect to the Leigh Flood Alleviation scheme (downstream of a temporary flood storage reservoir). The two channels are situated in the Medway Catchment, a waterbody failing Water Framework Directive (WFD) objectives since it is classified as "poor" for fish, with invertebrates and macrophytes and phosphates all classified as moderate.

The Powdermill Stream and Straight Mile are both heavily modified channels that have their flow controlled by structures in the reservoir bund. This enables more extensive river restoration to be conducted compared to normal river channels. The channels have been straightened, embanked and dredged and overshadowed by a thick tree canopy. This contract will thin trees and install woody deflectors (logs), install bank reprofiling and addition of gravels, to address the negative effects that the reservoir and previous modifications have had on the channels, and to improve the biodiversity.

1.1.2 The project aims to improve in-channel conditions through:

- Narrowing channels;
- Increasing flow diversity;
- Increasing in-channel habitat;
- Letting more daylight through to the water courses.

These measures will improve conditions for fish spawning, increase habitat diversity and ecological potential, whilst improving in-channel morphological processes and sediment regimes.

1.2 Description of the works

1.2.1 The *works* are to cut back branches to improve light levels along the channel, and to fell trees. All cut material to be used in the installation of features:

- Timber deflectors, non-cylindrical, non-erosional.
- Timber deflectors, non-cylindrical, erosional.
- Timber deflectors, cylindrical (without branches) erosional.
- Timber deflectors, cylindrical, non-erosional, and;
- Brushwood berms.

A full breakdown of the installations are as per below. Refer to Appendix A for further detail.

Reach	Brushwood berm/deflector hybrid (584)	Deflector, erosional, downstream pointing (586a)	Deflector, non-erosional – upstream pointing (586b)	Total number of timber structures on reach	20 tonne gravel pile	TOTALS of interventions
Powdermill upstream	8	6	0	14	2	16
Powdermill middle	10	4	2	16	0	16
Powdermill downstream	10	0	2	12	1	13
Straight Mile	10	2	1	13	1	14
TOTALS	38	12	5	55	4	59

Gravel seeding will be carried out at the end of the works.

1.2.2 The *Contractor* shall maintain the *works* from Completion until the last *rectification date*.

1.2.3 The *works* are to be completed in a phased approach as below:

Phase 1: Felling of 30 trees and 24 boughs and the supply, delivery and storage of all reasonable materials for project completion. The felled trees to be left whole, preventing public from carrying them away. Trees are to be felled before the bird nesting season. **All Phase 1 works must be commenced within 2 weeks of Contract Start Date, SHEW CoP review allowing.**

Phase 2: Construction and installation of all timber deflector, brushwood berms and the gravel seeding. **All Phase 2 works must be complete within 8 weeks of FRAP approval. If the Contractor becomes aware of environmental sensitivities that prevent this timescale from being achieved, they shall**

raise an Early Warning accordingly. The Completion Date includes for the requisite information for the Health and Safety File.

1.2.4 The *Contractor* shall inspect the structures twice during the Rectification period

1.2.5 The *Contractor* shall price and undertake all necessary temporary works to complete the *works*

1.3 Contractor's design

1.3.1 Temporary works design to be led by the *Contractor* to enable construction works.

1.4 Accommodation

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

1.5 Access to the Site

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.

Access routes are detailed in Appendix A - Design Intent Document of the Pre-Construction Information Pack

1.6 Sharing the Site with the Client and Others

The *Contractor* shall provide the below information in the programme. The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. The *Contractor* shall be responsible for identifying and adhering to requirements of Others into the programme. The *Contractor* shall notify the *Contract Administrator* of:

- What is being done,
- Who is doing it,
- When it is being done, and for how long,
- Where is it being done.

1.7 Management of the works

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

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

- Project start meeting
- Weekly progress meetings from the *starting date* to completion. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings. Progress meetings will be online unless otherwise notified, with the first progress meeting being held within 1 week of the contract commencement date. Monthly commercial meetings from the *starting date* to completion. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

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

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

1.8 Weather measurements

The place where weather is to be interpreted is: Tonbridge

The weather measurements are to be supplied by: Met Office

1.9 Quality Management

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

- Post-construction photographs of each structure, with reference number.
- Allow for a site visit alongside the Designer to inspect the first type of each structure created prior to progressing.

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

- Any further ecological surveys required for the work.
- Marking on site trees to be felled

Imported gravel to be inspected prior to placement and spreading. Any remediation planting is replaced by the *Contractor* for the full duration of the rectification period.

1.10 Consents, permits and licenses

The *Client* obtains the necessary consents, permits, licenses and/or agreements from third parties for the permanent works, with the exception of footpath closures and rerouting. The following agreements need to be in place, requiring input from *Contractor*:

- Flood Risk Activity Permit for Powdermill Stream
- Flood Risk Activity Permit for Straight Mile

The following agreements need to be in place, led by the *Contractor*.

- Any temporary footpath closures and rerouting along with maintaining notices on-site.

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

The following agreements need to be in place, requiring input from the *Contractor* (under separate appointment) and led by the *Client*.

- Flood Risk Activity Permit for Powdermill Stream
- Flood Risk Activity Permit for Straight Mile

1.11 Health, Safety & Environment

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

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

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

The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the works and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the *period of reply* to respond to the RAMS.

The *Contractor* shall undertake the actions within the Environmental Action Plan (EAP) (see Appendix B) which are designated to be undertaken by the Landscape Contractor.

1.12 Procurement of subcontractors

Sub-contractors are selected using best value processes. The *Contractor* shall make reasonable attempts to obtain three competitive tenders for all work in excess of £25,000 and undertake a value-based assessment on the submitted assessments. The *Contractor* shall submit this assessment to the *Client* for acceptance.

1.13 Title

N/A

Marking

N/A

Materials from Excavation and demolition

Tree works and installation of structures are specified under specification clause 'D20: excavating and filling', materials are to be reused in the project. No excavation or demolition is anticipated for these works.

1.14 Completion

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.

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

1. Installation of all specified features must be fully complete, and all construction plant, and machinery must have been removed from site.
2. Reinstatement of all areas affected should be reinstated to pre-work condition survey levels.
3. All site perimeter fencing, temporary works, materials storage and waste must be removed from site.
4. All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
5. All private land must be safe for use by landowner with no remaining hazards associated with construction operations.

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

- Provision of the Health & Safety File including but not limited to:
 - As-built drawings
 - Maintenance plans

1.15 ACCOUNTS AND RECORDS

The *Contractor's* application for payment is 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.

Following Completion and during the rectification period, the *Contractor* shall submit applications for payment at half-yearly intervals.

The *Contractor's* invoice shall include the *Client's* purchase order number.

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

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

1.16 SITE PROGRESS MEETINGS

Frequency: Weekly meetings

Location: Via MS Teams - Meeting days/timeslots to be advised

Chairperson (who will also take and distribute minutes): *Contract Administrator*

1.17 EAP

See Appendix B of the Pre-Construction Information Pack.

2. Drawings

Drawing Number	Revision	Title
Appendix A	4.4	Design Intent Document

3. Specifications

Title	Date or Revision	Tick if publicly available
Environment Agency Landscape Preliminaries for Leigh WFD	V2	
Environment Agency Landscape Works Section for Leigh WFD	V2	

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

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

2. The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) prior to starting the *works*.
3. The *Contractor* shall not commence any work in the streams until the FRAP for the relevant watercourse is secured
4. Tree felling and removal of overhanging branches will be carried out first to generate material for the construction of features.
5. The tree felling works will be carried out and completed prior to the bird nesting season which is 1 March to 31 August
6. The *Contractor* shall not access the site except via specified access tracks that have been cleared in advance.
7. The *Contractor* shall implement the gravel seeding only when all other works on-site are complete, subject to reinstatement
8. No fires may be lit on site.

Working times

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*.

5. Requirements for the programme

The *Contractor* shall provide a programme of works to enable the *Client* to plan site inspections and provide landowners with up to date information about the timing of access to, and activities to be carried out on their land. The programme will show the anticipated start and completion date and location of felling operations and installation of in-channel structures/measures. The *Contractor* shall update the programme at the end of each week.

Use of land and watercourses by members of the public and individual landowners will return to existing patterns of use following construction.

The *Contractor* shall submit their first programme with the *Contractor's* Offer for acceptance.

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

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

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

Within two weeks of the *Contractor* submitting a programme for acceptance, the *Client* shall notify the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

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

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

The *Contractor* shall show on each revised programme:

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

The *Contractor* shall submit a revised programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to and, in any case,
- At no longer interval than quarterly during the Rectification period or immediately following a flood event.

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

Item	Date by which it will be provided
Appendix A: Pre-Construction Information Pack – Design Intent Document v4.4	Date of Contract
Appendix B – Environmental Action Plan	Date of Contract
Appendix C - Desktop Utilities Service search PAS128 – Type D	Date of Contract

Site Information

The site

Description: See site information pack in Appendix A

Existing utilities and services

Drawings: See site information pack in Appendix A

Other information: See site information pack in Appendix A

Soils and Ground water

Information: See site information pack in Appendix A

Site investigation

Report: See site information pack in Appendix A

Site location plans

Issue details: See site information pack in Appendix A

Health and safety file

Issue details: A Health and Safety File is to be prepared for the project and available for use by all those who will have a responsibility for the on-going maintenance of the structure or scheme.

The Principal Contractor shall provide the Health and Safety File. The Health and Safety File format and content is to be issued as a separate document.

The Health and Safety File shall be substantially complete and available at project handover.

Access to site

Description: See site information pack in Appendix A

Limitations: See site information pack in Appendix A

Access for inspections: See site information pack in Appendix A

Use of the site

General: See site information pack in Appendix A

Limitations: See site information pack in Appendix A

Surrounding land / building uses

General: Adjacent and nearby uses are as follows: See site information pack in Appendix A

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: See site information pack in Appendix A

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.

APPENDICES

Please refer to the following separate attachments.

- APPENDIX A: Design Intent Document v4.4
- APPENDIX B: Environmental Action Plan
- APPENDIX C: Desktop Utilities Service search PAS128 – Type D