NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework

Lot 1 Civil Engineering (Maintain and Construct)

A contract between	**The Environment Agency** **Horizon House** **Deandery Road** **Bristol** **BS1 5AH**
And	**CPC Civils Ltd** **11 Hockley Court** **2401 Stratford Road** **Hockley Heath, Solihull** **B94 6NW**
For	**Drainage Improvement at Croston Flood Storage Reservoir (FSR) 24/25**
	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	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[redacted]	
	The *Contract Administrator* is	
Name	[redacted]	
Address for communications	Environment Agency, Lutra House, Dodd Way, Bamber Bridge, Preston, PR5 8BX	
Address for electronic communications	[redacted]	
The *works* are	To produce a detailed design for, and then undertake construction works at, Croston Flood Storage Reservoir (Croston FSR) in order to repair an existing drain at the toe of the reservoir embankment.	
The *site* is	Croston Flood Storage Reservoir (FSR) National Grid Reference: SD5221118086 W3W: validated.midfield.filed	
The *starting date* is	02 December 2024	
The *completion date* is	01 May 2025	
The *delay damages* are	105.00	Per day
The *period* for reply is	2	weeks
The period between completion of the *works* and the *defects date* is		52 weeks

The *defects correction period* is	4	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: To be confirmed		
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) 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	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 *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

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions

Z1	**Sub-contracting**
Z1.1	The *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 *Delivery Partners* 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 *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	**Confidentiality & Publicity**
Z3.1	The *Contractor* may publicise the *works* only with the *Client's* 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 *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	**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 *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	**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 *subcontractors* • 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 *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	**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	**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 *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack.
Z110	**Inflation**
Z110	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	CPC Civils Ltd	
Address for communications	11 Hockley Court, 2401 Stratford Road, Hockley Heath, Solihull, B94 6NW	
Address for electronic communications	[redacted]	
The *fee* percentage is	14.5%	%
The *people rates* are	EA AOMR Pricing Workbook Lot 1 2024/25	
category of person	unit	rate
The *published list of Equipment* is		EA AOMR Pricing Workbook Lot 1 2024/25
The *percentage for adjustment for Equipment* is		0%

Proposed Sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Grassform Plant Hire Form of Contract: NEC4 Subcontract	Install, hire and removal of trackmats
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.	
The offered total of the Prices is	£189,372.78
	Enter the total of the Prices from the Price List.
Signed on behalf of the *Contractor*	
Name	[redacted]
Position	
Signature	
Date	
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client* [signatory in accordance with FSOD requirements]	
Name	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

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
1.0 Drainage Improvement at Croston FSR					
	Preconstruction Phase				
1.1	Prepare, submit and obtain any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions.	Sum			Excluded
1.2	Carry out any surveys required for the works, including but not limited to Topographical surveys, Environmental / ecological surveys, Invasive Non-Native Species surveys, Structural Condition surveys, and Preconstruction surveys.	Sum	1	[redacted]	[redacted]
1.3	Source and appoint Ecological Clerk of Works (ECW) and complete all pre-construction surveys (e.g. Preliminary Ecological Appraisal (PEA) Report) as required by the scope.	Sum			Excluded
1.4	Develop Detailed Design through to Construction Issue Status Accepted by the Client.	Sum	1	[redacted]	[redacted]

[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]					
1.7a	Mobilisation and Site set up	Sum	1	[redacted]	[redacted]
1.7b	Installation of Grassform (Temporary Access Panels)	sum	1	[redacted]	[redacted]
1.8	Site Security	Week			Included within prelims 1.7
1.9	Install access to work area				N/A
1.10	ECW site visits				Excluded
1.11	Outlet X to New Manhole	Sum	1	[redacted]	[redacted]
1.12	Construction of New Manhole	Sum	1	[redacted]	[redacted]
1.13	New Manhole to MH01	Sum	1	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

[redacted]

1.15	Test drain to ensure functioning correctly	Sum			Included within 1.14
1.16	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum	1	[redacted]	[redacted]
	Completion				
1.17	Completed Health and Safety file issued to *Client* including as-built drawings and all carbon data.	Sum	1	[redacted]	[redacted]
1.18	Operation and Maintenance Manual to be issued to *Client*	Sum	1	[redacted]	[redacted]
1.19	Post condition surveys				Included within 1.16
	Total of the Prices				[redacted]

	Optional				
1.20	Remove MH1. Construct new MH01 approximately 300mm deeper than existing to increase the fall between MH1 and MH2 to 1:100	Sum	1	[redacted]	[redacted]
	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 Pricing Workbook. **Clarifications / Assumptions** 1. Access to the works. We have assumed full access to the working and compound areas will be made available, including sufficient width along the run to allow mechanical open excavation with trench boxes. 2. Ground conditions. To minimize the costs, we have not allowed for any bogmats or other temporary running surface. We have assumed that the embankment and pipe run area is suitable for use by tracked plant.

3. Flooding of works. We have excluded flood risk, and flooding will be a compensation event.
4. Excessive water management: We have allowed for 1nr 3" electric pump to deal with groundwater and all inflows. Any additional requirement will form a compensation event.
5. Design, alignment and fall is fixed by existing MH01, MH02 and the Outfall structure, which we have assumed will remain as is with no modifications. No allowance has been made for re-grading of the formation which again is fixed by the structure inlet and outlet locations.
6. No requirements for a FRAP, permissions related to footpath or highway closure/diversion, conservation area consents, TPO, TTRO and those related to any service diversions.
7. We have assumed that we are removing the existing filter drainpipe and laying a new 150mm dia perforated pipe from MH02 to MH01 and from MH01 to outlet.
8. We have allowed for a topographical and level survey to assist with the design.
9. We have allowed for a preliminary ecological survey but excluded an ecological clerk of works.
10. In the absence of any soil analysis within the works information, we have assumed that the ground conditions within the excavations are firm, free from obstructions, that all excavated material for muck away waste is classed as inert.

Scope

1. Description of the *works*

1.1 Project background

1.1.1. There has been evidence of issues with the toe drain on the upstream side of the left-hand embankment for some time, and this has been highlighted on S12 reports raised by the Supervising Engineer. Most recent S12 document can be provided on request during design phase. The area has become progressively wetter over time, indicating that the issue is deteriorating. The water in this area is now bypassing the toe drain completely and draining down the wing wall, causing damage at the base of the wing wall. CCTV surveys have highlighted that the pipe is in a poor condition, and that it is uneven, running up and down at an incline along the toe of the embankment, indicating that the pipe would need to be full of water to start draining over steep ruts which have appeared. The *Contractor* is to carry out the works detailed in this Scope, including completing detailed design and construction works, in order to repair the drain.

1.2 Description of the *works*

1.2.1 The *Client* has identified that detailed design and construction works for the embankment toe drain at Croston FSR Weir are to be carried out at the following site:

Croston Flood Storage Reservoir (Croston FSR)

National Grid Reference: SD5221118086

W3W: validated.midfield.filed

1.3 *Contractor's* design

1.3.1. The *Contractor* is required to carry out the detailed design for the site listed. An outline design is provided in in Section 2 (see Land Drain Detail on 497849-200-213 - Works to watercourses and Drainage - Sheet 3 Of 5 - Rev AB) and this can be used to develop detailed design. The *Contractor* is not obligated to use the outline design when developing the detailed design.

1.3.2. The *Contractor* will take complete design responsibility and liability for any designs produced, including any temporary works.

1.3.3. The *Contractor* will take complete design responsibility and liability for any design drawings and design information issued by the *Client*. The *Client* retains no design liability or responsibility for design drawings and design information provided in Section 2.

1.3.4. The *Contractor* is responsible for any checks and verification of all existing design drawings and design information. The *Client* retains no design liability or responsibility for design drawings and design information provided in Section 2.

1.3.5. The *Contractor* will ensure all designs comply with the specifications listed in Section 3.

1.3.6. The *Contractor* is liable for any buildability issues that arise on site.

1.3.7. Where possible, the *Contractor* is to use innovative solutions and modern methods of construction to achieve carbon efficiencies. These solutions are to be included as part of the detailed design.

1.3.8. The *Contractor* will support the *Client* to produce the efficiency report tool (cert) to capture any efficiencies.

1.3.9. The *contractor* will provide input to the *Clients* digital information maturity assessment tool (DMAT).

1.3.10. The *Contractor* shall agree a schedule of design submissions with the *Client,* and this is to be incorporated into the programme.

1.3.11. The *Contractor* is responsible for the production of all necessary Construction Design and Management Regulations 2015 (CDM) documentation for the site, in accordance with the pre-construction management tool (PCMT). An example PCMT will be issued to the *Contractor*. The CDM deliverables are listed within the PCMT and include designer risk assessments, hazard plans, rag list, buildability statements, Operation and Maintenance statement, and construction phase plan.

1.3.12. The *Contractor* is to carry out a structural inspection, and any other structural inspections the *Contractor* deems necessary to complete *the works*, on any elements where structural connections of the proposed works are to be made to existing or retained structures to ensure the existing assets are in an acceptable condition.

1.4 Accommodation

1.4.1. The *Contractor* shall provide accommodation, services, and facilities, as is necessary to complete the *works*, in accordance with the Constructing a Better Environment: Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP), and as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1. The *Contractor* will carry out detailed pre-start and completion photographic surveys using videos and photographs and will capture the existing features affected by the *works*. This will include areas within the site boundary and along any access routes into site. Any properties adjacent to the site or along the site access route and compound are to be included.

1.6 Sharing the Site with the *Client* and Others

1.6.1. The *Contractor* will ensure that access is maintained to any properties and public buildings which are located within or immediately adjacent to the site. This will include access for operation and maintenance of any assets owned by Others.

1.6.2. The *Contractor* shall ensure safe pedestrian access is where necessary and provide safe footpath diversionary routes as necessary.

1.6.3. The *Contractor* shall maintain access roads to a suitable and safe standard.

1.6.4. The *Contractor* shall cooperate with affected residents, landowners and businesses to enable efficient execution of the *works* with minimal disturbance to the local community and Stakeholders.

1.6.5. The *Contractor* is required to co-ordinate the *works*, or access to the *works*, with any Stakeholders to minimise disruption and ensure the works can be carried out efficiently.

1.6.6. The *Contractor* is responsible for liaising with all the relevant Statutory Authorities, including obtaining licenses, consents or permits required to deliver of the *works*.

1.6.7. The *Contractor* is responsible for liaising with all the relevant Statutory Undertakers, including obtaining licenses, consents or permits required to deliver of the *works*.

1.6.8. The *Contracto*r shall notify the *Client* of all Stakeholder requests for meetings so that the *Client* has the option to attend or send a representative.

1.6.9. The *Contractor* shall record all complaints and compliments relating to the *works*. Where complaints and compliments may bring then *Client's* reputation into disrepute, these shall be reported to the *Client* within 24 hours.

1.6.10. The *Contractor* shall notify the *Client* of all press or media enquiries who will then refer them to the *Client's* Corporate Affairs Department. All press and media enquiries will be handled by the *Client's* Corporate Affairs Department and must not be addressed directly by the *Contractor.*

1.6.11. The *Contractor* is to gain written approval from the *Client* before sharing any content related to the undertaking of the *works*, including but not limited to, social media posts, case studies and company advertising.

1.7 Management of the *Works*

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

1.7.2. The *Contractor*:

a. Will attend one on-site prestart meeting for the site with the *Client* prior to commencing the construction phase.

b. Will attend weekly progress meetings for the duration of the contract. Meetings will be held online using Microsoft Teams, with the *Client* or *Client* representatives. If any design works are being carried out, the *Contractors* designer is required to attend these meetings. This meeting will cover the pre-construction and construction phase, but during the construction phase will alternate between this Microsoft Teams meeting and an on-site meeting.

c. Will attend one monthly progress meeting. This will be held the first full week of each month and will replace the usual weekly progress meeting. This will be held online using Microsoft Teams, with the *Client* or *Client* representatives.

d. Will facilitate and attend site walkovers as requested by the *Client.*

e. Will attend Early Warning meetings as requested by either Party. This meeting can be accommodated in the weekly progress meetings outlined 1.7.2 (c) and 1.7.2 (d).

f. Will attend ad-hoc meetings as required for the progression of the project.

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

a. Highlights the progress achieved since the last programme submission.

b. Explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,

c. Explains what actions are being implemented to mitigate any delay,

d. State the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,

e. Details of any lost days due to weather,

f. 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,

g. Includes site photos of progress achieved since the previous progress report.

h. The progress report will capture any progress of all the sites.

i. Health and safety metrics for each live site, including manhours worked, incidents, near misses, CDM audits, toolbox talks delivered and inductions.

1.7.4. The *Contractor:*

a. Will share any documents with the *Client* using Asite.

b. Will produce monthly financial updates and forecasts. Monthly financial updates and forecasts are to meet *Client* deadlines and be provided by no later than the 10th day of each month, or otherwise agreed at the project start up meeting.

c. Will provide environmental tool-box talks to all employees and *subcontractors* and will include but not be limited to: sensitivities of the Site, pollution prevention, environmental awareness, What to do in the event of finding archaeological artefacts, protected species (including examples relevant to Site), contaminated ground and invasive species and key actions from the Flood Contingency Plan.

d. Is responsible for identifying any existing services that will be impacted by the *works*.

e. Is responsible for installing protection to existing services, where necessary.

f. Is responsible for liaising with utility service providers and/or asset owners to facilitate any proving, testing, spiking and where necessary, diversions. This includes any private supplies owned by the *Client*.

g. Where necessary, is responsible for carrying out any electrical surveys on the *Clients* private supplies including any mechanical and electrical infrastructure necessary to carry out *the works*.

h. Will manage the *works* to ensure compliance with the *Client's* Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) (LIT 16559)

i. The *Client* will initiate and manage communications with stakeholders whose land, property or business are affected by the *works*. The *Contractor* will assist the *Client* where necessary to communicate the proposed works to the stakeholders. This may be through participation in site meetings arranged by the *Client*, producing high level methodologies to sufficiently communicate the proposed works and providing drawings/sketches showing interfaces with the works.

j. Will prepare Public Safety Risk Assessments (PSRA) to cover both the construction period and the period following completion of the *works* (in the *Client's* standard

format). The *Contractor* will arrange a joint inspection with the *Client* when undertaking the Public Safety Risk Assessment prior to commencement and following completion.

k. Will produce an Emergency Action Plan for each site detailing the C*ontractor's* emergency response procedures and actions. The Emergency Action Plan is to be issued to the *Client* for comment. Allow 2 weeks for the review period.

l. Is to comply with the *Clients* Information Delivery Plan (IDP)

m. Is responsible for developing an appropriate 'Flood Contingency Plan' (FCP) which will detail the actions of the project team at varying thresholds (Red, Amber and Green) and based on the water levels in the channel. Where appropriate, the FCP will also include an on-site emergency action plan in the event of a 'severe' flood warning, when described as such by the Environment Agency. The *Contractor* will develop the FCP in collaboration with the *Client*. The *Contractor* will issue the FCP to the *Client* for acceptance prior to commencing work on site. The *Contractor* is to allow two weeks for this review. Where an FCP is deemed unnecessary, the *Contractor* will provide a written record of the decision, along with supporting information, to the *Client* for acceptance prior to commencing work on site.

n. Will undertake a preliminary ecological survey and produce a site-specific Environmental Action Plan (EAP) that covers the work area, compound/storage areas, and access routes. This EAP will be submitted to the *Client* for acceptance.

o. Will carry out the works in accordance with the EAP.

p. Is not required to appoint and price an Ecological Clerk of Works (ECW) at the start of this project. Following discussion with Environment Agency Area teams, it is anticipated that this project, Croston FSB toe drain replacement, is low risk and can be managed with a site-specific EAP due to the drain being located away from the watercourse and on grazed pastureland.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is:

Collison Avenue Chorley (Met Office Ref: b8b60d37-9e8a-ed11-97b0-0003ff59a578) - https://wow.metoffice.gov.uk/

Farington, Leyland (Met Office Ref: ff775fca-c670-eb11-8ced-0003ff59a33f)- https://wow.metoffice.gov.uk/

1.8.2 The weather measurements are to be supplied by The Met Office and be obtained by the *Contractor*.

1.8.3 If the above sites are unavailable, the contractor is to identify the nearest Met Office site and obtain measurements from that site.

1.9 Quality Management

1.9.1. Where requested and where practicable, the *Contractor* is to provide samples of finished works or components of finished works, to ensure quality expectations are managed. This could include a review of works previously undertaken by the *Contractor*.

1.9.2. The *Contractor* shall provide the *Client* with a Quality Statement which sets out the management and execution of the following (where appropriate):

a. Management and resourcing the *works* to ensure compliance with the Scope.
b. Samples of Plant and Materials and workmanship.
c. Compliance with recognised good practice and industry standard regulations.
d. Compliance with manufacturers recommendations.
e. Ordering and supply of Plant and Materials.
f. Handling, storing and fixing of materials.
g. Storage of Plant and Materials.
h. Instrumentation and tools.
i. Method statements required by this contract.
j. Tests and inspections
k. Defect Elimination Strategy
l. Competence of site staff
m. Innovation

1.9.3. The *Contractor* is to use a Quality Management System that is compliant with the requirements of the AOMR Framework.

1.9.4. Tests and inspections shall comply with the relevant requirements in the Technical Specifications, Standards, Codes and the Environment Agency's 'Minimum technical requirements. Testing to include (but not limited to):

- Plate bearing tests.
- California Bearing Ratio (CBR) values.
- Earthworks testing of imported material to ensure compliance with Specification of Highway works.
- Testing of in-situ concrete delivered to site, to verify workability and strength.

1.9.5. The *Contractor* shall give the *Client* a minimum of 2 weeks' notice in writing of his intention to carry out any testing.

1.9.6. The *Contractor* shall carry out any testing in accordance with relevant British Standards, Eurocodes and project specification. The *Contractor* shall satisfy the *Client* of the accuracy of all instruments used for testing and if required shall produce recent calibration test certificates.

1.9.7. Within two weeks of completion of any tests the *Contractor* shall submit test certificates and all associated supporting documents to the *Client.*

1.9.8. The *Contractor* will provide an initial test and inspection schedule for each site to the *Client.*

1.10 Consents, Permits and Licenses

1.10.1. The *Contractor* is responsible for obtaining the necessary consents, permits, licenses and agreements that are required to deliver the *works*. These could include:

- Flood Risk Activity Permit (FRAP)
- Marine Maritime Organisation (MMO) License
- Natural England (NE) Consent

- Tree Preservation Orders (TPO)
- Temporary Traffic Regulation Orders (TTRO)
- Temporary traffic management permits
- Environmental Permits for temporary works and construction
- Statutory Orders for the closure or diversion of footways, footpaths, cycleways and public right of way
- All consents and licences necessary for temporary works and compounds,
- Permits and approvals for working in and around utility apparatus.
- Ecological Licences, including Bat Mitigation Licence, water vole licences, and badger licenses.

1.10.2. The *Client* will be responsible for serving notice on the relevant landowners, in accordance Resources and Land Drainage Act, a minimum of two weeks in advance of the Contractor's intended entry on to Site.

1.10.3. To enable the *Client* to prepare the Notice of Entry, the *Contractor* shall provide the following information no later than four weeks prior to access being required:

a. Final marked up plan of the proposed site, compound and access requirements.
b. Duration of the works and entry requirements.
c. Outline methodology of the works to be undertaken.

1.10.4. The *Contractor* shall maintain close liaison with the *Client* with respect to ensuring all necessary landowner agreements and notices are in place prior to entry onto Site.

1.10.5. *Contractor* will notify in writing their intended start date and allow two weeks for the *Client* to provide access

1.11 Health, Safety & Environment

1.11.1 The *Contractor* will comply with the *Clients* Safety Health Environment and Wellbeing Code of Practice (SHEW CoP) when delivering the *works.*

1.11.2 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* will carry out the role of Principal *Contractor* and Designer under the Regulations.

1.11.3 The *Contractor* is responsible for the production of all CDM documentation for each site in accordance with the Pre-Construction Management Tool (PCMT). An example PCMT will be issued to the *Contractor*.

1.11.4 The works at each site will only commence once the *Client's* PCMT process has been satisfied and the status set to 'go'. The *Client* will confirm in writing to the *Contractor* that site works can commence following conclusion of this process.

1.11.5 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) for each activity or groups of activities detailing how they will provide the *works* and submits these to the *Client* for comment. Submission dates for any RAMS are to be included in the programme.

1.11.6 The *Contractor* will use the *Client*s Health and Safety File template to produce the Health and Safety File. A Health and Safety File will be required for each site.

1.11.7 The *Contractor* will provide all the information necessary for the Principal Designer to suitably prepare the Health & Safety file.

1.11.8 The *Contractor* will attend Health & Safety meetings when required.

1.11.9 The *Contractor* will comply with all current Health and Safety Legislation, Regulations and Codes of Practice.

1.11.10 The *Contractor* will ensure the safety of the public at all times during the execution of any operations related to the *works*.

1.11.11 The *Contractor* will ensure that all parties under any sub-contracted works execute their works in accordance with items 1.11.1 to 1.11.10

1.12 Procurement of subcontractors

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the *Contractor* shall use sustainability, quality and price criteria when selecting *subcontractors*, evidence of how this was undertaken to be retained and made available to the *Client* if required.

1.12.2 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.

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

1.12.4 The *Contractor* is required to demonstrate that they have made reasonable attempts to obtain three competitive tenders for all work in excess of £25,000.

1.13 Title, Marking and Materials from Excavation and demolition

1.13.1 No marking of Equipment, Plant or Materials outside the Work Areas expected.

1.13.2 The *Contractor* is responsible for all arising and materials generated from excavation and demolition works.

1.14 Completion

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

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

a. The *Contractor* will complete the whole of the works by the Completion Date.

b. The *Contractor* will ensure no Defects exist that prevent safe access and operation by the *Client*.

c. The *Contractor* will ensure no Defects exist that present a health and safety hazard to the public.

d. On completion of the *works*, the *Contractor* shall return the working areas, access and any other areas affected by the *works*, to a condition not inferior to that which existed prior to the construction works.

e. The *Contractor* is responsible for removing all construction waste and debris from site.

f. All site perimeter fencing, temporary works, materials storage and waste must be removed from site.

g. All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

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

a. The *Contractor* will provide an electronic copy of the completed Health and Safety File to the *Client* for acceptance. The *Contractor* is responsible for ensuring sufficient information has provided within the Health and Safety File to achieve acceptance by the *Client* and Principal Designer. The *Contractor* will use the *Client's* template for producing the Health and Safety File.

b. The *Contractor* is required to update the construction drawings to as-built status and ensure the drawings are an accurate reflection of the works carried out. The *Contractor* will issue the as-built drawings to the *Client* for acceptance. Allow two weeks for this review period.

c. The *Contractor* will provide an electronic copy of the Operating and Maintenance Manuals to the *Client*.

d. The *Contractor* will complete a Public Safety Risk Assessment (PSRA) on the completed works and issue to the *Client* for acceptance. Allow two weeks for this review period.

e. The *Contractor* will facilitate any training and/or familiarisation needed by the *Clients* operations staff for the site.

f. The *Contractor* will transfer all Building Information Modelling (BIM) to the *Client* via Asite.

g. The *Contractor* will issue the native file formats, for example dxf and dwg, for all drawings, documents and models to the *Client* via Asite.

h. The *Contractor* is to complete the final Carbon Calculator and Carbon Appendix.

1.15 Accounts and Records

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

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

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

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

1.15.4 Applications for payment should include sub-contractor and supplier cost statements.

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Every week, alternating between MS Teams and in person on site

1.16.2 Location: At Croston Flood Storage Reservoir (Croston FSR) (National Grid Reference: SD5221118086 / W3W: validated.midfield.filed)

1.16.3 Chairperson (who will also take and distribute minutes): *Client*

1.17 CONSTRUCTION PHASE

1.17.1 Where necessary, the *Contractor* will provide temporary works [including design, supply and installation] to facilitate the *works*.

1.17.2 For any works within a water course, the *Contractor* will ensure continuity of flows within the channel, for example by over pumping or fluming.

1.17.3 The *Contractor* is responsible for obtaining information relating to anticipated levels in the watercourse/river during the *works* and shall be responsible for the assessment of the sufficiency and suitability of any temporary works proposals to prevent flooding to the *works*, the working areas, and surrounding areas. This includes but is not limited to overpumping, cofferdams, and working platforms.

1.17.4 Once the *Contractor* has taken temporary possession of the site to deliver the *works*, the *Contractor* is responsible for the following:

a. Ensuring flows within the channel (in the work area), are managed sufficiently, for example by over pumping so that the channel flows do not present a flood risk. This will include, but is not limited to, monitoring of channel levels and overpumping performance, ensuring any pumps are in good working order and are fully operational during, and outside of, working hours.
b. Ensuring that the channel does not become blocked or partially blocked with debris as a result of the *works*. The *Contractor* is responsible for the removal and disposal of the debris.
c. Where necessary, the *Contractor* will maintain the existing level of flood protection during the *works* at the site, for example by using temporary works.

1.17.5 The *Client* is responsible for producing and submitting the Schedule 8 form which facilitates communication with the *Clients* Flood Warning Officers regarding forecasted rainfall and weather events. The *Contractor* is to ensure the appropriate contact details are given for the site and that alternative contacts are also given should key site personnel be unavailable.

1.17.6 As part of the PCMT process, the *Contractor* is required to carry out Ground Penetration Surveys at the site prior to mobilisation.

1.17.7 The *Contractor* is to ensure no unauthorised entry into site.

1.17.8 The *Contractor* is required to provide a Traffic Management Plan (TMP) for the site.

1.17.9 The *Contractor* is required to provide a Site Waste Management Plan (SWMP) which captures the site.

1.17.10 The *Contractor* is required to remove all waste from site, including hazardous material, at the earliest opportunity using licensed carriers to a licensed recycling or disposal facility. The *Contractor* is to retain all disposal/transfer notes to verify compliance with Duty of Care regulations throughout the duration of the delivery phase.

1.17.11 The *Contractor* is to be cognisant of the environmentally sensitive nature of the sites, the risk from inclement weather and the risk of contamination should stockpiled hazardous material leach into the surrounding area. Hazardous waste is to be removed from site at the earliest opportunity by the *Contractor*.

1.17.12 The *Contractor* is to reuse site won material where possible, ensuring compliance with the engineering and chemical characteristics detailed in the proposed design and the associated specification.

1.17.13 The *Contractor* shall promptly remove mud and debris along any public access routes, driveways, footpaths and carriageways caused as a result of the *works*.

1.17.14 The *Contractor* is responsible for carrying out a site-specific preliminary ecological survey. If the survey highlights the presence of Invasive Non-Native Species (INNS) at the site, this should be documented in the EAP, and any mitigation required (including additional surveys) should be undertaken.

1.17.15 The *Contractor* is responsible for carrying out a site-specific preliminary ecological survey. If the survey highlights the presence of protected species, such as bats, water voles, and otters, this should be documented in the EAP, and any mitigation required (including additional surveys) should be undertaken.

1.17.16 The *Contractor* is responsible for carrying out a site-specific preliminary ecological survey. This survey should consider the need for nesting bird checks. If the survey highlights the presence of nesting birds, this should be documented in the EAP, and any mitigation required (including additional surveys) should be undertaken.

1.17.17 The *Contractor* is responsible for determining the most appropriate location for the site compound and access route. Where possible compounds are to be adjacent to *the works* and will be managed using the Notice of Intended Entry on to land, as detailed in the Water Resources Act 1991. Any compound not adjacent to the work area will need to be agreed in writing with the *Client*.

1.17.18 The *Contractor* will adhere to the *Clients* Check, Clean Dry process as noted in the SHEW CoP.

1.17.19 The *Contractor* is to provide, where required, suitable protection to any existing *Client* or third-party assets, surrounding utility infrastructure, protected trees and any other miscellaneous items to ensure the *works* do not cause any damage.

1.17.20 Any survey station, which is damaged or dislodged during the *works* shall be re-installed by the *Contractor.* The *Contractor* is to inform the *Client* on any survey stations that need to be removed to allow the new position to be agreed.

1.17.21 The *Contractor* will ensure good industry practice is implemented to ensure pollutants and contaminants from site operations and compounds do not enter the local ecological systems, such as sediment/silt prevention measures for in channel works, onsite spill kits and no refuelling within 10m of a water course.

1.17.22 The *Contractor* is responsible for any tree and vegetation clearance required to carry out the *works*.

1.17.23 The *Contractor* is to be aware that any trees that are removed during the works are to be replaced by the *Contractor* using a 5:1 ratio.

1.17.24 The *Contractor* is to provide protection of the installed *works*, where required. Defects and any other damage and imperfections must be corrected prior to Completion. The *Contractor* is to ensure the *works* are in an acceptable condition for inspection and acceptance by the *Client*.

1.17.25 The *Contractor* will scope, procure and supervise any ground investigation and site investigation works which may be required to complete the design of the *works*.

1.17.26 The *Contractor* will prepare and submit an interpretive technical note relating to this and all other site investigations.

1.17.27 The *Contractor* shall ensure that during construction works the noise and vibration created does not exceed limits stipulated in the "Noise at Work Regulations" and the Environment Agency's Minimum Technical Requirements. Departures from the Minimum Technical Requirements for noise must be submitted for acceptance prior to providing the associated method statement.

1.17.28 The *Contractor* shall ensure that the correct signage is in place for the *works*. The *Client* can provide promotional signage for works at locations that are clearly visible to the public.

1.18 CARBON

1.18.1 Carbon is to be managed in accordance with the SHEW CoP and LIT 7067.

1.18.2 The *Client* will issue Carbon Modelling Tool (LIT 14605) to the *Contractor* for the site.

1.18.3 The *Contractor* will update the Carbon Calculator (LIT 14604) on completion of the delivery phase to capture all carbon data from the detailed design and delivery phase. The *Contactor* will submit the carbon calculator (LIT 14604) to the *Client* for verification.

1.18.4 The *Contractor* is to produce a Carbon Appendix, once LIT14604 has been verified, and issue to the *Client* for acceptance.

1.19.1 **Site Specific Requirements – Drainage Improvement at Croston FSR**

a. The *Contractor* is responsible for reviewing the site conditions and information provided to validate the survey carried out to date (004373 - RAM - RIVER YARROW 490032 and CAD - CROSTON FAS 490032 in Section 2 – Outlet X to MH01 to MH02). A package of survey information is available from Area. The *Client* retains no design liability or responsibility for any information or designs provided.
b. The *Contractor* is responsible for assessing the suitability of the outline design provided in Section 2 (see Land Drain Detail on 497849-200-213 - Works to watercourses and Drainage - Sheet 3 Of 5 - Rev AB). The *Client* retains no design liability or responsibility for any information or designs provided.
c. The *Contractor* is responsible for developing a detailed design for the replacement of the drain. The *Contractor* is required to determine the extent of, and complete in full, the topographical and level surveys required to complete the *works*. Detailed design must be accepted by the *Client* (which includes acceptance by Supervising Engineer for the reservoir).
d. The *Contractor* is responsible for
    I. Identifying and excavating the existing damaged drain that runs along the toe of the embankment and removing it from site (CROSTON FAS 490032 in Section 2 – Outlet X to MH01 to MH02 – indicates expected location).
    II. Re-grading and lining the trench.

III. Installing a new perforated filter drain, ensuring it runs in a straight line, downwards gradually towards Outlet X.
IV. Installing a new inspection chamber between Outlet X and MH01 (see Suggested New MH Location (Area) provided in Section 2).
V. Testing that the new drain is functioning correctly.
VI. Back filling the trench and area around the new inspection chamber.

e. Site notes to consider include
   I. This works takes place within the basin of a working flood storage reservoir. Rainfall and weather reports will need to be considered, and work will need to be paused if the reservoir needs to operate. This should be factored into the Risk Assessment and Method Statement (RAMS) for the work.
   II. As the works take place at a flood storage reservoir, the Supervising Engineer responsible for the reservoir will need to be included in discussions and sign off the design and construction phases. The *Client* will liaise with the Supervising Engineer, with support from *Contractor* as required.
   III. Vehicle access may not be possible over the embankment crest. Plant/vehicle route to be agreed with *Client* following site visits and design when the size of plant/vehicles required for the works is understood.
   IV. The area is periodically grazed by sheep.
   V. An ECW is not expected to be required for these works due to them being low risk and taking place away from the watercourse and on grazed pastureland, but the *Contractor* is responsible for undertaking a preliminary ecological survey that covers the work area, compound/storage areas, and access routes, in order to prepare a site-specific EAP for the works.

f. To avoid the *Client* having to appoint a QCE for these works, the works should:
   I. Minimise the risk of the trench affecting the embankment by ensuring the distance of the drain from the mitre is at least 1xdepth of the trench.
   II. Ensure that any vehicle tracking/driving along the mitre avoid the embankment.
   III. Be timed to minimise the risk of flooding (e.g. consider overriding the gate controls to keep them open during the work and programme works during fair weather).
   IV. Excavate and backfill drains in sections, e.g. to minimise the period over which the excavation is exposed.
   V. Ensure a filter geotextile is used (such as shown in the as-built records).

2. Drawings

Drainage Improvement at Croston FSR

Drawing Number	Revision	Title
CCTV Culvert Survey REF: River Yarrow 490032	---	004373 - RAM - RIVER YARROW 490032
4373	0	CAD - CROSTON FAS 490032
497849-200-213	AB	497849-200-213 - Works to watercourses and Drainage - Sheet 3 Of 5 - Rev AB

Suggested New MH Location (Area)	---	Suggested New MH Location (Area)

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules Deed-of-Agreement_redacted.pdf	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258) LIT 13258 - Minimum Technical Requirements.docx (sharepoint.com)	December 2021	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150) LIT 65150 - Minimum Technical Requirements - Environment and Sustainability.docx (sharepoint.com)	March 2023	
Exchange Information Requirements (LIT 17641) LIT 17641 - Exchange Information Requirements.pdf (sharepoint.com)	Ver. 3	
LIT 16559 - Constructing a Better Environment Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) LIT 16559 - Safety, Health, Environment and Wellbeing (SHEW) Code of Practice.docx (sharepoint.com)	September 2023	
Construction Design Regulations (CDM) 2015 Construction - Construction Design and Management Regulations 2015 (hse.gov.uk)		Yes
Lot 1 – Spec Supplementary clauses – General	June 2018	

Lot 1 & Lot 3 – Supply Chain Passport Template	March 2024	
Civil Engineering Specification for the Water Industry 7th Edition	March 2011	Yes
LIT 11682 – Intellectual Property Policy.docx	Jan 2024 – V.3	
LIT 12674 – Ensuring intellectual property rights ownership through contracts	Jan 2022 – V.2	
LIT 12516 – Buried services survey specification	March 2020 – V.2	
LIT 18749 – National Standard Technical Specifications for Surveying Services	March 2023 – V. 5.01	

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

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to **[James Chapman].** The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.2 All communications from the *Contractor* to the *Client* shall be sent to **[James Chapman].**

4.3 Protection against Damage

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

4.3.2 The *works* at the site will only commence once the *Client's* PCMT process has been satisfied and the status set to 'go'. The *Client* will confirm in writing to the *Contractor* that site works can commence following conclusion of this process.

4.3.3 The PCMT deliverables should be presented to the *Client* no less than two weeks prior to when the *Contractor* intends to start work. PCMT deliverables include the Construction Phase Plan (CPP).

4.3.4 The *Contractor* must allow a minimum of two weeks to allow the Principal Designer to review any PCMT Deliverables.

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

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

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

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

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

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

4.3.12 If access to the 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* and notify an early warning.

4.3.13 Two weeks notice of commencement of any site works shall be given to the *Client*.

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

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

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

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

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

4.3.19 The *Contractor* shall promptly remove mud and debris along the public access routes, footpaths and carriageways caused as a result of the works.

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

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

4.4 Choice of Equipment

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

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

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

4.5 Permits

4.5.1. The *Contractor* is responsible for securing any permits, licenses and consents required to complete the *works*, and shall be responsible for all associated costs.

4.6 Working times

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

4.7 Design Submissions

4.7.1 The design acceptance process is as follows:

a. *Contractor* submits designs [including any temporary works designs] to the *Client* for review. Two weeks will be allowed for this review by the *Client.*
b. On completion of the two week review period, the *Contractor* and their Designer will attend one design review meeting in person with the *Client.*
c. *Contractor* will carry out any design changes arising from step 1 and 2. which will be captured in a design log. *Client* is responsible for maintaining the design log. Any design changes are to be completed within two weeks or otherwise agree with the *Client.*
d. Provide completed detailed design drawings at 'Construction Issue' status to the *Client* for acceptance.

4.8 Additional Constraints

4.8.1 Prior to commencement, the *Contractor* will consider and identify up-to-date service locations using drawings and review the SHEW Code of Practice in relation to services.

4.8.2 The *Contractor,* whilst supplied with all known service information available to the *Client*, must demonstrate relevant due diligence when excavating/ breaking ground. The *Contractor* is liable for all excavations / breaking out works, including the safe management of these *works*.

4.8.3 The *Contractor* will ensure access along footpaths is maintained, or a suitable diversion planned and agreed with the relevant landowner/local council, throughout the duration of the *works* for public use.

4.8.4 Where any existing footpaths are Disability Discrimination Act 1995 (DDA) complaint, the *Contractor* shall ensure ongoing compliance for the temporary diversions.

4.8.5 The *Contractor* is responsible for identifying and securing a suitable site compound for the site.

4.8.6 The *Contractor* may publicise information about the *works*, so long as the *Client* has agreed in writing following review of the publication.

4.8.7 The *Contractor* should make all provisions possible to eliminate, offset or reduce its carbon output.

4.8.8 The *Contractor* is responsible for any claims associated with flooding which have been incurred by the negligence of the *Contractor*. For the avoidance of doubt, negligence is failure to maintain flood protection measures equivalent to the existing standard of protection and/or other omissions by the *Contractor*.

4.8.9 All site fencing/hoarding to be constructed by the *Contractor* as per the associated temporary works design and maintained and inspected on a regular basis by the *Contractor.*

4.8.10 The *Contractor* will adhere to any environmental constraints including in-channel working seasonal restrictions, ecological constraints/survey requirements and environmental designations (e.g. Sites of Special Scientific Interest) that have been identified in the Initial Environmental Assessments.

4.8.11 The *Contractor* will consider Public and Operational Safety in all designs and every effort must be made during the planning and management of activities to reduce the impact on the public and the impression of a 'considerate constructor' should be given at all times. This includes reducing noise, dust and vehicle/plant movements as far as reasonable.

4.8.12 The *Contractor* shall execute the *works* to minimise disruption to local residents, stakeholders and the general public.

4.8.13 The *Contractor* will carry out the works in such a way that will allow adjacent businesses to remain operational and residences accessible, unless otherwise agreed with owners/occupiers and *Client*. Any access routes to properties affected by the *works* shall be safely maintained.

5. Requirements for the programme

5.1 The *Contractor* shall submit their first programme within two weeks of contract award.

5.2 The *Contractor* shall submit the programme in PDF and Microsoft Project 2016 formats.

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

a. Within the period for reply after the *Client* has instructed the *Contractor* to.

b. When the *Contractor* chooses to and, in any case,

c. The *Contractor* will update the programme and issue to the *Client* for acceptance every two weeks from the starting date until Completion of the whole of the *works*

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

a. The *starting date* and Completion Date

b. The critical path

c. The dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works

d. The order and timing of the operations which the *Contractor* plans to do in order to provide the *works*

e. Lead in periods for materials and *subcontractors*,

f. The order and timing of the work of the *Client* and others required for the *Contractor* to provide the works,

g. Provisions for float, time risk allowance, mobilisation, health and safety requirements, project planning and procedures set out in the contract

h. PCMT Deliverables, RAMS, FCP, Emergency Action Plan and the associated *Client* review period.

i. Works required by others.

j. Design submissions and design submission procedure

k. Dates for commissioning, handover and training with the *Client*.

l. The *Client*'s land entry notice processes and lead in (14 days)

m. Any key third party interfaces such as time required to obtain consents, waste permits, Flood Risk Activity Permit.

5.5 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

a. The *Contractor's* plans which it shows are not practicable

b. It does not represent the *Contractor's* plans realistically or

c. It does not comply with the Scope

5.6 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 (1) week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

5.7 The *Contractor* shall show on each revised programme:

a. The actual progress achieved on each operation and its effect upon the timing of the remaining work

b. How the *Contractor* plans to deal with any delays and to correct notified Defects and

c. Any other changes which the *Contractor* proposed to make to the Accepted Programme.

5.8 The Preliminary costs stated in Price List Item 1.7 are given as a sum value based on a seven-week delivery phase. This value is based on a weekly cost of 7 week programme, the weekly cost of which is £7,353.69.

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

Item	**Date by which it will be provided**
Statutory Utility Drawings – Included in the Site Information. The *Client* will provide an updated copy of the	Contract Award

utility drawings for the site at Contract Award. The *Contractor* is responsible for obtaining updated utility drawings thereafter.	
Hazard Map	Provided with PCI document
Fastdraft Access	*starting date*
Asite Access	*starting date*

7. Site Information

All site information available for the site is listed in the following table:

Drainage Improvements at Croston FSR

Document Reference	Document Title
Drainage Improvement Croston FSB Hazard Map	Hazard Map
LIT 12514 - PCI Drainage Improvement Croston FSR Aug 2024	PCI Document
UXO Report 352187-418085_08082024	UXO Map
34336008_CadentGas	Cadent Gas Services Search
34336008_Electricity North West	Electricity Northwest Services Search
LSBUD-240808-34336008	Enquiry Confirmation (LSBUD)
BT ILL13133M-20240808T1314 BT EJT13148L-20240808T1314 (Access)	Plant Information Reply (Openreach)
UU Service Search 08082024	United Utilities Maps for Safe Dig
Drain at Croston FSR PROW Map	Public Right of Way Map
Pre-Construction Management Tool - Allocated Deliverables	PCMT Template
All drawings referenced to in Section 2 (Drawings)	