



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

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

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Amelio Utilies (Gloucester) Ltd
For	South East Reconditioning Programme Tranche 24/25: Aylesford PS Culvert Works SOP Code: ENV0005924C
	Contract Forms - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance - Price List - Scope - Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Clear the culvert and reline the culvert from MH2 to the pump chamber, and from the pump chamber to MH1.	
The <i>site</i> is	Aylesford Pumping Station Culvert, as per the site plan (figure 1) provided in the Scope. - Forstal Road, Aylesford, Tonbridge and Malling, Kent, England, ME20 7AU. - NGR TQ7319758879 - What3words - ///aviators.ribs.coarser	
The <i>starting date</i> is	13/10/2025	
The <i>completion date</i> is	21/04/2026	
The <i>delay damages</i> are	£100.69	Per day
The <i>period for reply</i> is	2	weeks
The <i>defects date</i> is	104	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>defects correction period</i> is	7 days	for MEICA
The <i>defects correction period</i> is	24 hours	for Health and Safety
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is:		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

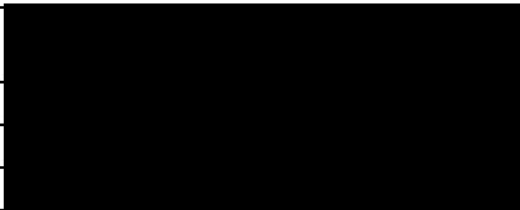
The interest rate on late payment is	0.5%	per complete week of delay.
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	The Contract Price	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <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 Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	

The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions	
Z1.0	Subcontracting
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the <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.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the <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.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events • 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 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

Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging (not used)
Z12.1	For contracts containing packages of projects the <i>Client's Contract Data, Scope and Site Information</i> particular to an individual project is contained within its Site Specific Pack
Z110	Inflation At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the <i>starting date</i> 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	Amelio Utilities (Gloucester) Ltd	
Address for communications	Amelio Utilities (Gloucester) Ltd, 5 Spinnaker Road, Gloucester GL2 5FD	
Address for electronic communications		
The fee percentage is		
The people rates are		
category of person	unit	rate
As per AOMR Framework	-	-
The published list of Equipment is		As per AOMR Framework
The percentage for adjustment for Equipment is		As per AOMR Framework

Contract Data

The Contractor's Offer and Client's Acceptance

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

The offered total of the Prices is £164,700.00

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name Catherine O'Neill

Position

Signature

Date 06/10/2025

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

Where 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.

Where 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	Topographical surveys	Sum						
2	Other surveys	Sum						
3	One comprehensive environmental survey to develop the design and support the Flood Risk Activity Permit application	Sum						
5	Detailed Design and Construction drawings	Sum						
6	Design statement that explains the design philosophy, standards, data used and any assumptions.	Sum						
7	Pre-Construction Information	Sum						
8	Construction Phase Plan	Sum						
9	Environmental Action Plan	Sum						
10	Flood Risk Activity Permit and/or Marine Licence including any fees and supporting Construction Method Statement and Environmental Risk Assessment	Sum						
11	Project Management and Programme	Sum						
12	Construction of asset repair including any mobilisation	Sum						
13	Welfare	Sum						
14	Site access	Sum						
15	Temporary works	Sum						
17	Watercourse flow management	Sum						
18	Access reinstatement	Sum						
19	Demobilisation	Sum						
20	Health and Safety File including As-built drawings	Sum						
21	CCTV inspection report and video footage upon completion	Sum						
The total of the Prices				£164,700.00				

The method and rules used to compile the Price List are

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

Scope

1. Description of the works

Project Background

1.1.1 Aylesford pumping station culvert is 112m long, located under Station Road, Aylesford, Tonbridge and Malling, Kent. The diameter of the culvert is 375mm and is of concrete construction. The alignment of the culvert is as follows:

- There is a screen present at the inlet that is slightly larger than the culvert, although it is not compliant with guidelines (CIRIA C786).
- The inlet of the culvert is of masonry construction and within the garden of the Hengist restaurant.
- The culvert then runs along the edge of Bailey Bridge Aylesford (East) Car Park which is owned by Tonbridge and Malling Borough Council and is on the north side of Station Road to manhole (MH2).
- The cover for MH2 is approximately 600mm x 1200mm in size and is located next to Station Road. The culvert turns approximately 45° to the right and then passes underneath Station Road towards the pump chamber (See figure 4 for details).
- The pump chamber is located on the south edge of the Council car park on the southern side of Station Road. The pump chamber consists of two submersible pumps which are controlled by the adjacent kiosk.
- MH1 is located slightly further south and on the crest of the embankment for the River Medway. Inside the chamber is a flap valve of the gravity flow intake to the chamber, and a control gate on the outflow of the chamber.
- The culvert then continues south to the outfall.
- The outfall headwall is of masonry construction with railings on top of the structure and has a flap valve. It flows into a ditch that is connected to the River Medway.

If the water levels are low, the water will flow from the pump chamber to MH1 via gravity. If the flap valve flowing into MH1 is closed, the pumps will pump the water into MH1. All parts of the culvert alignment are publicly accessible.

The culvert inlet is thought to have some flow from surface water drainage. The highest flows will come from when the water levels in the natural channel, which flows next to the inlet, reach the level of the paving slabs on the left bank of the channel and flow overland to the culvert inlet. There is also an unknown connection just downstream of the inlet which could be surface drainage from the adjacent car park.

The culvert was identified as below required condition (BRC) on 09/11/2022.

In March 2023, a CCTV survey of the culvert pipes showed the following issues:

- Culvert has 5% cross sectional loss from inlet to pump chamber due to silt build up.
- Culvert is 45% blocked between MH2 and the pump chamber with roots.
- Culvert has 30% cross section loss from pump chamber to MH1.
- Culvert is 100% blocked between MH1 and the outfall (5 m long of blockage, with root balls of blockage) See Appendix K1.

Also in March 2023, a survey of the sluice gate showed the following issues:

- Sluice not able to be operated due possibility of it becoming ceased closed.
- The spindle of the penstock is corroded and is missing support.
- Tee handle for spindle operation is missing.

The JBA site walkover was carried out on 16/10/24 and identified the following:

- The inlet headwall structure was in good condition; however, the screen is not compliant with guidance and would not be able to be cleared in high flow.
- MH2 chamber and MH1 were viewed from surface level but were not accessed. No issues visible.
- On the wet of the embankment where MH1 is located there is some erosion which has been partly repaired with granular fill.
- The outlet was not able to be fully inspected due to high water levels, however, no issues were identified.
- Willow trees were identified growing along the embankment at the culvert outfall.
- Car park is of suitable size to be used as a site compound.

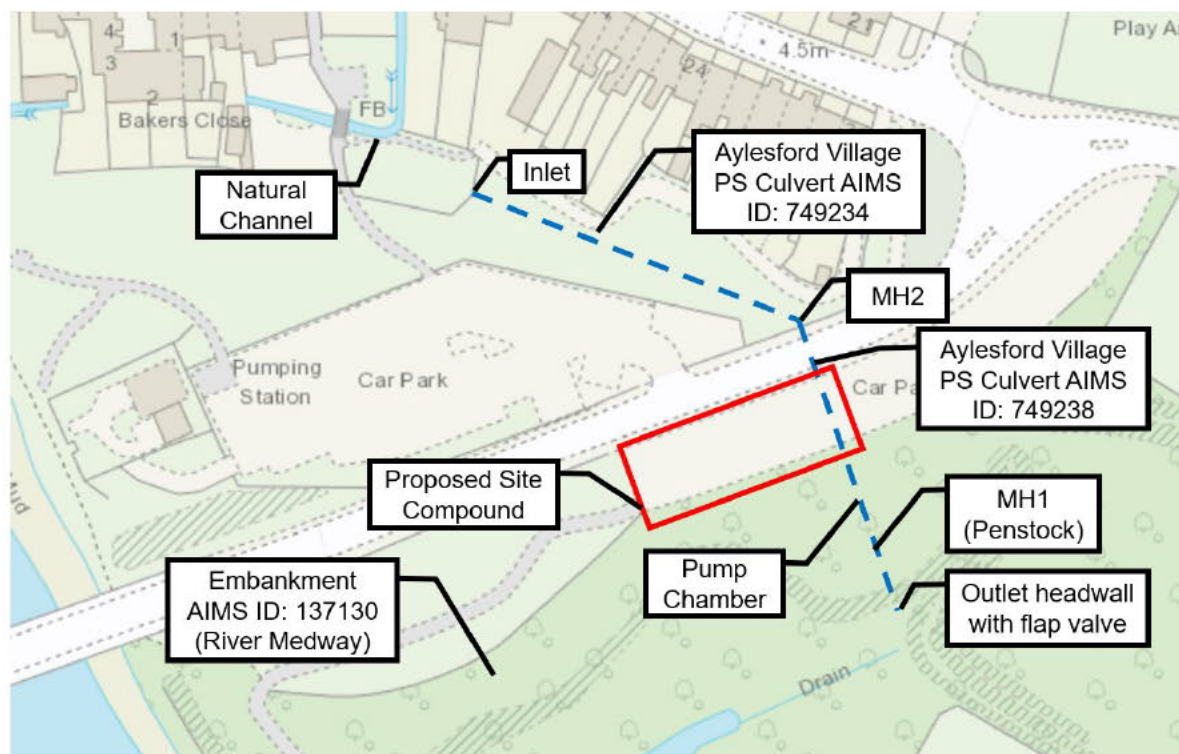


Figure 1 - General Arrangement of the asset.

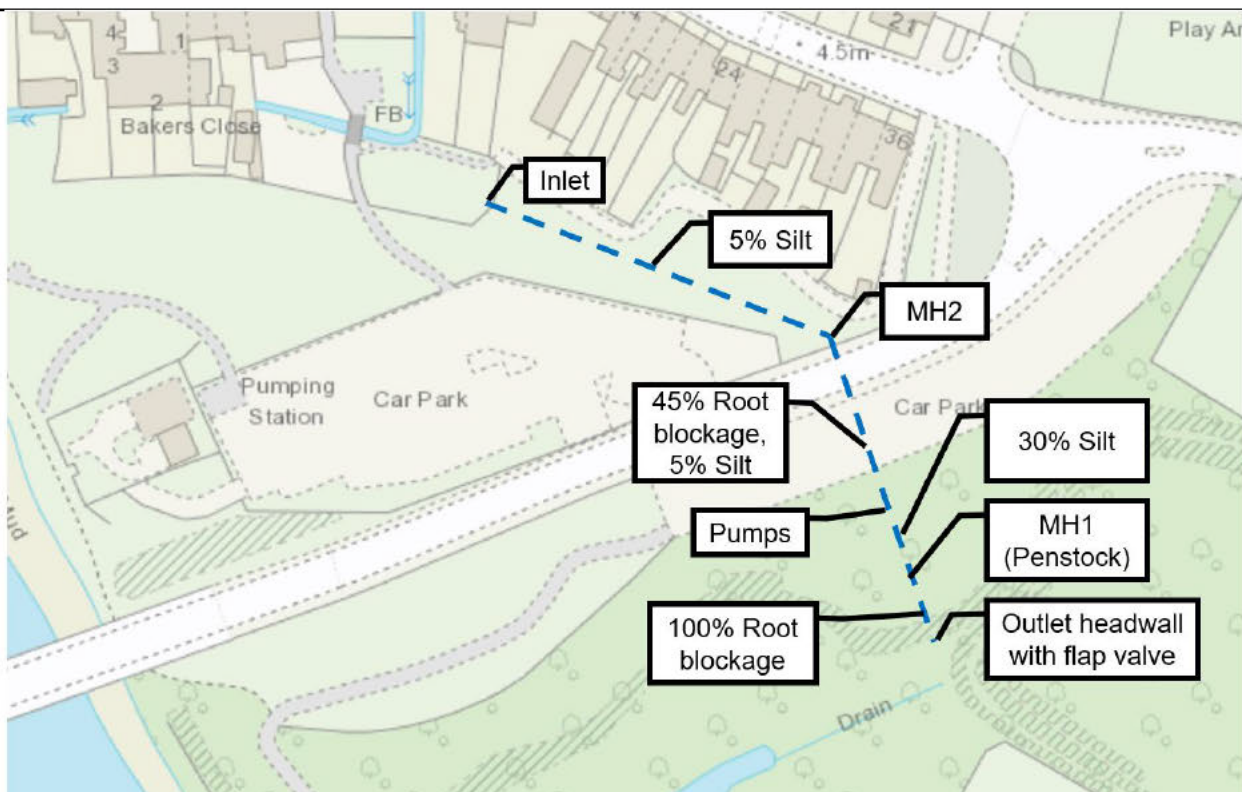


Figure 2 - Diagram of culvert layout and defects.



Figure 3 - Erosion on exposed face of embankment at MH1.



Figure 4 - CCTV photo of 45% blockage.



Figure 5 - CCTV Photo of 100% blockage.

1.1.2 The overall objective of this project, taken from the 24/25 site list is to:

- 'Carry out initial assessments, remove culvert blockage and carry out CCTV survey to understand culvert damages and provide options to fix culvert damages. Also look into penstock assessment report and provide options to fix penstock issue.'

The outcome of the *works* is to repair the culvert to extend the serviceable life of the damaged sections by 50 years to 2075. The *Contractor* shall design and install a solution to rectify the issues below in order to bring the existing surface water culvert back to grade 2 as detailed in the Environment Agency One Business Condition Assessment Manual, January 2023 the table below:

Grade	Rating	Description
1	Very Good	Cosmetic defects that will have no effect on performance.
2	Good	Minor defects that will not reduce the overall performance of the asset.
3	Fair	Defects that could reduce performance of the asset.
4	Poor	Defects that have potential to deteriorate and significantly reduce performance of the asset. Further investigation required.
5	Very Poor	Severe defects resulting in significant or complete performance failure.

Table 1: Condition Ratings. Source: Environment Agency One Business Condition Assessment Manual, January 2023)

Description of the works

1.2.1 The *works* are to:

- Secure compound and site set up.
- From downstream to upstream, repeating process of jetting and root cutting until culvert is clear.
- Final CCTV survey to ensure culvert is clear and assess possible structural issues. The *Contractor* will inform the *Client* whether the culvert has sufficient cross-section for lining.
- Once the culvert is clear, reline from MH2 to Pumps, Pumps to MH1 and MH1 to Outlet in separate pieces.
- Trim ends of liner as needed.
- Flow test to ensure required flows as per the requirements as agreed at detailed design stage.
- Carry out repairs to sluice gate as per recommendations in the DR01 report, bringing the asset back to operational condition.
- Remove layer of granular fill from the wet side of the embankment at MH1.
- Reinstall and reprofile embankment to original profile with compacted cohesive material and topsoil.
- Site demobilisation.

Note – The *Contractor* shall ensure works will be taken out in a dry period.

The *Contractor* shall:

- Undertake the design and execution of the following repair works, as identified in the survey report **DR02 - 01032023 AYLESFORD PUMPING STATION ME20 7QN** and **DR01 - Aylesford Penstock Survey 2nd Mar 2023**.

MH1 - Outlet
 - Remove the root blockage obstruction and clear the section.
 - Design a suitable solution to the clearing and lining works of this section of the culvert as identified in the DR02-01032023 AYLESFORD PUMPING STATION ME20 7QN report.
 - Any additional defects identified by the *Contractor* shall be notified to the *Client*, and subject to budget, the design and repairs may be instructed under the contract.
 - If culvert is clear and has the required cross-section, reline from MH1 to Outlet.

Pumps – MH1

- Design a suitable solution to the clearing and lining works of this section of the culvert as identified in the 01032023 AYLESFORD PUMPING STATION ME20 7QN report
- Clear the section.
- Any additional defects identified by the *Contractor* shall be notified to the *Client*, and subject to budget, the design and repairs may be instructed under the contract.
- Reline from Pumps to MH1

M2 – Pumps

- Design a suitable solution to the clearing and lining works of this section of the culvert as identified in the 01032023 AYLESFORD PUMPING STATION ME20 7QN report
- Remove the root blockage obstruction and clear section.
- Culvert defects in this section identified by the *Contractor* shall be notified to the *Client*, and subject to budget, the design and repairs may be instructed under the contract.
- Reline from MH2 to Pumps



Figure 4 [repeated] - CCTV photo of 45% blockage

M2 – Inlet to MH2

- Design a suitable solution to the clearing and lining works of this section of the culvert as identified in the 01032023 AYLESFORD PUMPING STATION ME20 7QN report
- Clear the section.
- Culvert defects in this section identified by the *Contractor* shall be notified to the *Client*, and subject to budget, the design and repairs may be instructed under the contract



Figure 6 – Inlet to MH2

MH1 (Penstock)

- Design a suitable solution to the of the penstock as identified in the **Aylesford Penstock Survey 2nd Mar 2023** report
- The *Contractor* shall replace the penstock spindle and penstock blade with supporting structure. The *Contractor* shall submit design for acceptance, prior to commencing works.
- The *Contractor* shall repair the penstock manhole chamber by removing the granular material and replace with cohesive material and topsoil. The *Contractor* shall submit design for acceptance, prior to commencing works.

In delivering the works:

- The *Contractor* shall ensure all discharge points from existing connections are maintained.
- All designs must be submitted to the *Client* for acceptance before procuring materials or applying for the FRAP.
- The *Contractor* shall apply to the Local Authority for permission to deploy such Chapter 8 traffic management as shall be required to deliver the project. This application should be made as soon as the design has been accepted by the *Client*.
- The *Contractor* shall determine whether a Marine Licence is required and if required, submit the Marine Licence application with sufficient lead time to gain approval and undertake the *works* as shown in the agreed programme.
- The *Contractor* shall take a sample of deposits within the culvert for analysis and reporting. Results to inform the waste plan.
- The *Contractor* shall apply for the Flood Risk Activity Permit (FRAP), including payment of required fees to the Environment Agency. Application to include temporary works as well as the repair. The *Contractor* shall assume that a Marine Conservation Zone (MCZ) assessment and a Stage 1 Habitats Regulations Assessment (HRA) are required to support the FRAP application.
- The *Contractor* shall produce a pre-start photographic condition survey of the above ground elements of the site, to be shared with the *Client* before works commence.
- The *Contractor* shall undertake surveys as required to assess the full extent of the *works*.
- The *Contractor* shall produce an Environmental Action Plan.
- The *Contractor* shall prepare a full Construction Phase Plan (CPP) to be issued and signed off by the *Client* prior to the commencement of any construction works, including investigation works. This shall be presented to the *Client* no less than 14 days prior to when the *Contractor* intends to start work. This is to allow the *Client* to review the document, consult landowners on the proposed works methodology and obtain review and sign-off from the CDM Advisor.
- The *Contractor* shall undertake site mobilisation, including welfare provision and site security.
- The *Contractor* shall undertake such preparatory works, such as jetting/cleaning the culvert and debris removal, as the design of the repair requires.
- Upon completion of the construction stage, the *Contractor* will supply a final detailed CCTV inspection report and video footage of the survey for Aylesford Pumping Station Culvert. The document 'Survey and Cond. Assess. Report - North Quay.pdf' shows an example of the expected quality and content of this report. The inspection report shall include the new lines traced from MH3 to the Outlet.
- The *Contractor* shall dispose of waste in accordance with the Waste Plan.
- The *Contractor* shall register for Flood Alerts and respond to such alerts by ensuring that the full capacity of the culvert is not compromised (by over-pumping if necessary).
- The *Contractor* shall undertake demobilisation, including making good any damage caused by the *Contractor* in delivering the *works* to the property of the landowners.
- The *Contractor* shall produce a post-delivery photographic condition survey of the above-ground elements of the site, to be shared with the *Client*.
- The *Contractor* shall produce an H&S file including as-built drawings under the guidance of the Principal Designer within two weeks of *Client* acceptance of the *works*.

In delivering the *works*, the *Contractor* shall:

- Liaise with the *Client* and the Principal Designer on matters relating to the delivery of the project, compliance with the CDM regulations, flood risk management, regulatory compliance, ecological stewardship and the programme.
- Provide all pumping facilities as required to deliver the project. This will include over pumping to maintain conveyance through the site. Discharge through surface water connections must be maintained throughout.
- Register with the Environment Agency's flood warning systems for flood alerts and flood warnings, responding to such alerts by ensuring that conveyance is maintained.
- Fulfil the duties of both Principal Contractor and Designer in terms of the CDM 2015 regulations. Duties will include, but are not limited to, producing the buildability statement, designer's risk assessment, temporary works schedule, completing the RAG list, waste plan and liaising with the *Client* and Principal Designer.
- Make arrangements with the owners/businesses within the site for the placement of compound(s) and the facility of deliveries to site.
- Manage the fall hazard of lifted inspection chamber covers, as it applies to the *Contractor's* operatives and the public.

The *Contractor* shall compile and submit the Health and Safety File in accordance with CDM 2015 regulations. The file shall include all required documentation such as:

- As-built drawings
- Maintenance and operation manuals
- Residual risk assessments
- Environmental Action Plan (EAP)
- Waste management records
- Permits and consents (e.g. FRAP)
- Photographic condition surveys (pre- and post-works)

Health and safety file

Issue details: The file shall be:

- Submitted in digital format (PDF) via email to the *Client's* delegate.
- Named using the format: Aylesford_PS_HSFile_[ContractorName]_v1.0.pdf
- Delivered no later than 2 weeks after completion of works on site.
- Reviewed and accepted by the *Client* prior to final payment.

1.3 *Contractor's* design

The *Contractor* shall:

1.3.1 Design a suitable solution to the clearing and lining works of the culvert as identified in the 01032023 **AYLESFORD PUMPING STATION ME20 7QN** report.

1.3.1 Design a suitable solution to the of the penstock as identified in the **Aylesford Penstock Survey 2nd Mar 2023** report

1.4 Accommodation

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

1.5 Access to the Site

1.5.1 Prior to first entry to the site to undertake physical works, the *Contractor* shall record the condition of the site and accesses to the site through photographs and videos. These are submitted to the *Client* for record keeping. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

1.7 Management of the Works

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

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

- Project start meeting
- Fortnightly 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.
- 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.

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

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

1.7.4 Exchange Information Requirement deliverables to comply with the document **EIR3.1** and framework requirements.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: East Malling

1.8.2 The *Contractor* shall monitor the weather conditions from reliable sources and react accordingly.

1.9 Quality Management

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

- CCTV inspection of the culvert before and after works, including video footage and condition grading.
- Sampling and analysis of deposits within the culvert to inform the Waste Plan.
- Visual inspection of the repaired headwall and new inspection chamber (MH4).
- Verification of reinstated access routes and embankments against pre-start condition photos.
- Inspection of over-pumping setup and flow management during works.
- Confirmation of compliance with the Construction Phase Plan and Environmental Action Plan.

Submission of as-built drawings and Health & Safety File.1.9.2 The *Client* shall carry out the following tests and inspections:

- Joint pre-start inspection of the site, including photographic condition survey.
- Witnessing of CCTV inspections and review of final inspection report.
- Review and acceptance of the *Contractor's* design submissions and method statements.
- Final inspection of the completed works, including reinstatement and demobilisation areas.
- Spot checks on compliance with CDM 2015 and SHEW CoP requirements.

1.9.3 Until the *defects date*, the *Client* shall instruct the *Contractor* to search for a defect.

1.9.4 The *Client* shall notify a defect to the *Contractor* at any time before the defects date.

1.9.5 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.9.6 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.9.7 The *Client* shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:

- The end of the last defect correction period and
- The date when all notified defects have been corrected.

1.9.8 The *Contractor* and the *Client* may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the *Contractor* and the *Client* are prepared to consider the change, the *Contractor* shall submit a quotation for reduced Prices or an earlier completion date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.9 If the *Contractor* has not corrected a notified defect within its defect correction period, the *Client* shall assess the cost of having the defect corrected by other people and the *Contractor* shall pay this amount.

1.10 Consents, Permits and Licenses

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

- PCMT
- Approval from third parties to carry out the work.
- Liaise with landowners to provide the *Contractor* with the proposed site compound location.

1.10.2 The *Contractor* must independently obtain and include all costs associated with all permits, licences, planning and environmental permits and full approvals, including PRow Closure, as required to deliver the *works*. If any further constraints were to derive from the environmental permits, these would be subject to a Compensation Event.

1.11 Health, Safety & Environment

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

1.11.2 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*.

1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* acts as Principal Contractor and Principal designer to ensure compliance with CDM requirements.

The *Contractor* shall:

- Prepare and maintain the Construction Phase Plan (CPP).
- Coordinate with the *Client* and Principal Designer to ensure compliance with CDM duties.
- Submit the buildability statement, designer's risk assessments, and temporary works schedule.
- Ensure all subcontractors and site operatives are inducted and comply with CDM requirements.
- Interface with any other contractors or third parties working in or near the site.

1.11.4 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.

1.11.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP)

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.

1.11.2 In accordance with Schedule 7 Clause 2.1.6, the *contractor* shall ensure that supply chain opportunities are inclusive and accessible to Small and medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.

1.11.3 In accordance with Schedule 7 Clause 2.1.1, the *Contractor* shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a subcontractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful *subcontractor*.

1.13 Title

Marking

1.13.1 There is no requirement for marking of Equipment, Plant or Materials outside the Working Areas for this project. All materials are to be delivered directly to site or stored within the designated compound (Station Road car park).

- If any off-site fabrication is required (e.g. culvert lining sections), the *Contractor* shall ensure that:
- Items are clearly labelled with the project name and location.
- Items are inspected and approved by the *Contractor* prior to delivery.
- Any critical components (e.g. penstock spindle, flap valves) are tested off-site and certified prior to installation.
- Materials from Excavation and Demolition

Materials from Excavation and demolition

1.13.2 In accordance with Clause 70.2, title to all materials arising from excavation and demolition remains with the *Contractor*, unless otherwise instructed.

The *Client* does not require salvage of any materials. The *Contractor* shall:

- Dispose of all arisings in accordance with the Waste Plan and relevant permits.
- Remove and dispose of any root masses, silt, and granular fill from the culvert and embankment.
- Provide waste transfer documentation upon request

1.14 Completion

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

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

- All culvert relining works are complete and verified by CCTV inspection report and video footage.
- The sluice gate spindle and penstock repairs are complete and operational.
- The embankment erosion at MH1 is repaired with compacted cohesive material and topsoil.
- All construction plant, temporary works, and welfare facilities are removed from site.
- The site compound (car park) is reinstated and handed back to the landowner.
- A post-delivery photographic condition survey is submitted to the *Client*.
- The Health & Safety File, including as-built drawings, is submitted and accepted.
- All waste is removed in accordance with the Waste Plan and permits.
- The site is safe for public access, with no remaining hazards or obstructions

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

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

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

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Fortnightly

1.16.2 Location: Online (Microsoft Teams) and/or on site

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

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
DR01	1	Aylesford Penstock Survey – 2nd March 2023 (Hunton Engineering)
DR02	1	CCTV Survey Report – 1st March 2023 (MTS Cleansing Services)

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	✓
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance C786	12/2019	✓
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
AOMR Lot 1 Specifications:		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP	V1.0	
Lot 1 - Spec supplementary clauses - General.pdf		
Lot 1 & Lot 3 - Supply Chain Passport Template v2.xlsx		
Additional Specifications:		
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)	V 3	
SHEW CoP	V 7	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Civil Engineering Specification for the Water Industry (CESWI)	8 th Edition	
Construction Design Regulations (CDM)	2015	✓
For MEICA elements:	V 12	
Minimum Technical Requirements – Standard (LIT 13258)		

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 the *Client's* delegate: Fared Benjama. 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 the *Clients'* delegate.

4.3 Protection against Damage

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

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

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

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

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

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

4.3.7 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing their quotations.

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

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

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

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

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

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

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

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

4.3.17 The *Client* 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's* Project Manager upon request.

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

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

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

4.4 Choice of Equipment

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

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

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

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

4.5 Permits

4.5.1 Works will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency where required.

4.5.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. The *Client* has, where possible, started the application process which will need to be transferred to the *Contractor* and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

5. Requirements for the programme

The *Contractor* submits his programme with the *Contractor's Offer* for acceptance. The *Contractor* shows on each programme which they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the *works* and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) Starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and subcontractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

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

Item	Date by which it will be provided
Site Information	
Hazard Map	
Fastdraft Access	

7. Site Information

The site

Description: The site is located on Station Road, Aylesford, Kent. The site is within a protected deciduous woodland. The culvert alignment passes under Station Road.

	Site	Proposed Site compound (Station Road car park, on south side of Station Road)
National Grid Reference	TQ7319758879	TQ 73154 58886
Postcode	ME20 7AU	ME20 7AU
What3Words	aviators.ribs.coarser	woodstove.glowes.seasons

Existing utilities and services

Drawings:

Drawing reference	Description
UK Power Networks	Power lines crossing culvert alignment, along Station Road.
Southern Water	450mm diameter CP sewer crosses culvert alignment.
EXA / Neos	Fibre line along Station Road.
BT Openreach	Underground line along station Road, with Box and connections in Station Road south car park.

Other information: N/A

Soils and Ground water

Information: No project specific information available on soil and ground water.

Site investigation

Report: CCTV inspections carried out in 2020 and 2010 inspecting internal condition of culvert.

Site location plans

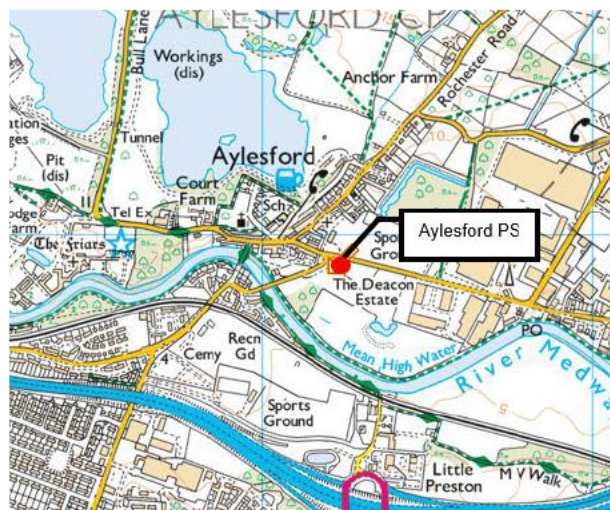


Figure 1 - Site Location Plan.

Access to site

Description: The site is accessed from the M20 junction 6 by following Forstal Road, which then becomes Station Road. There are no specific constraints along the access apart from tree branches and telephone lines which will be above highways required level. Parking is available for the site at the council owned, free car park on either side of Station Road.

Limitations:

At the entrance to the car park, there is a 2m high restriction. This will be able to be opened following discussion with the Council.

There are trees growing on the embankment at the culvert outlet with branches that require removal due to height.

Use of the site

General: The inlet is within a restaurant garden which has a public footpath running through it. The pumps are next to a public car park with no restriction to accessing the kiosk and the cover for the shaft. The outfall is out of public site from the car park but there are no restrictions from accessing it.

Limitations: Normal works between 7.30am and 18.00pm (depending upon tide levels and daylight hours only) on weekdays (Monday to Friday excluding Bank Holidays).

Surrounding land / building uses

General: There are residential properties located near the inlet. There is also a car park on either side of Station Road.

Health and safety hazards

General: Due to the nature of the site, following hazards are or may be present:

- Working in Flood Zone 3
- Public Interface
- Plant movement
- Confined space

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: Any fuels and substances used on site must be kept to a minimum and stored so that there is no possibility of potential contamination of the site or waterways through accidental spillage or vandalism.

Site Constraints

- Council Ownership – Permission required before works commence
- Licence, FRAP - Delay in receiving approval impacting project start date.
- Public Interface – Suitable site security and traffic management required.

Proposed subcontractors

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