



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

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 Deanery Road Bristol BS1 5AH
And	Amelio Utilities (Gloucester) Ltd
For	SE Reconditioning Programme – Tranche 23/24 KSL – Curtis and Harvey Tidal Outfall – D&B ECSC Contract
	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		
The <i>works</i> are	Design and Build of the Curtis and Harvey Culvert relining works and access track reinforcement.	
The <i>site</i> is	Lower Hope Point, Cliffe and Cliffe Woods, Medway, England, ME3 7TG (NGR : TQ7140478481), as per the red boundary indicated below. 	
The <i>starting date</i> is	13 October 2025	
The <i>completion date</i> is	30 June 2026	
The <i>delay damages</i> are	£192.85	per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	104	weeks after Completion
The <i>defects correction period</i> is	4	weeks
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 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 <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works 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 works 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	As per the AOMR Framework	
category of person	unit	rate
As per the AOMR Framework	As per the AOMR Framework	As per the AOMR Framework
The published list of Equipment is		
The percentage for adjustment for Equipment is		

Contract Data

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

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

The offered total of the Prices is £ 186,500.00

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

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
1.1	Contract Management, Project Management and Programme	Sum			
1.2	Accommodation, site welfare and / or site compound, services and facilities	Sum			
1.3	Site surveys and intrusive surveys	Sum			
1.4	Design Pack & CDM including: • Outline Design • Detailed Design • Designer's Risk Assessment. • Red & Green list. • Specifications. • Design Statement • Carbon Calculator and Carbon Appendix for Gateways 3 and 4. • Design drawings. • Construction Phase Plan. • RAMS & other Health and Safety Documents • Site Waste Management Plan	Sum			
1.5	Environmental Action Plan	Sum			
1.6	Traffic Management plan and Footpath / PRow closure application	Sum			
1.7	Flood Risk Activity Permit and MMO License including fees	Sum			
1.8	Ecological walkovers, ecological consents, Natural England (NE) liaison and NE permits.	Sum			
1.9	Other ecological surveys and related mitigation plans and measures.	Sum			
1.10	Other consents, permits and licences	Sum			
1.11	BIM Execution Plan and MIDP	Sum			
1.12	Inspection and test plan	Sum			
1.13	Health and Safety File including O&M Manuals and As-built drawings.	Sum			
1.14	Temporary works	Sum			
1.15	Reline pipe from Inlet to Penstock Chamber	Sum			
1.16	Reline pipe from Penstock Chamber to Outlet	Sum			
1.17	Reinforce the access track	Sum			
1.18	Additional works on inlet	Sum			
1.19	Silt / debris removal and disposal	m3			
The total of the Prices				£ 186,500.00	

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*

1.1 Project background

Curtis and Harvey culvert is located on the right bank of River Thames, approximately 350m south of Lower Hope Point, Cliffe Marshes, Kent. The site is within South Thames Estuary and Marshes, Site of Specific Scientific Interest (SSSI) and Thames Estuary Marshes SPA and Ramsar. The Environment Agency (EA) notes the asset is the only structure draining the whole marsh system. The culvert is approx. 36m long and it is made up of the following components (from upstream to downstream):

- The inlet comprises a concrete headwall (approx. 0.8m high x 1.2m wide) and perpendicular wing walls to the headwall (approx. 0.8m high x 1.2m wide) with handrailing on top. The wing walls have integrated cast stoplog clutches (See Figure 3).
- A 0.6m diameter steel corrugated pipe (approx. 18m long) from inlet to penstock chamber. An access track/ Public Right of Way (PRoW) crosses above this length of culvert.
- The penstock chamber comprises a rectangular concrete structure (approx. 2.5m deep x 1.5m wide x 1m long) and a manually operated penstock. The chamber is covered with 2no. Glass Reinforced Plastic (GRP) panels held in place with a bar locked with an EA key. There are piles of rock immediately in front of the penstock chamber towards the inlet (See Figure 4 and 5).
- A 0.6m diameter concrete pipe (approx. 16m long) from the penstock chamber to the outlet. Above the pipe there is an embankment with handrailed concrete stair access which leads up to the sea wall flood defence (defence level 5.970mAOD) then a small upright ladder to access over the wall on to the outlet headwall (See Figure 4 and 6).
- The outlet headwall comprises a cast in-situ concrete structure with handrailing on top and a steel hinged flap valve. On either side of the headwall there is rock pitching / rock revetment and concrete apron in front of the sea wall (See Figure 6).

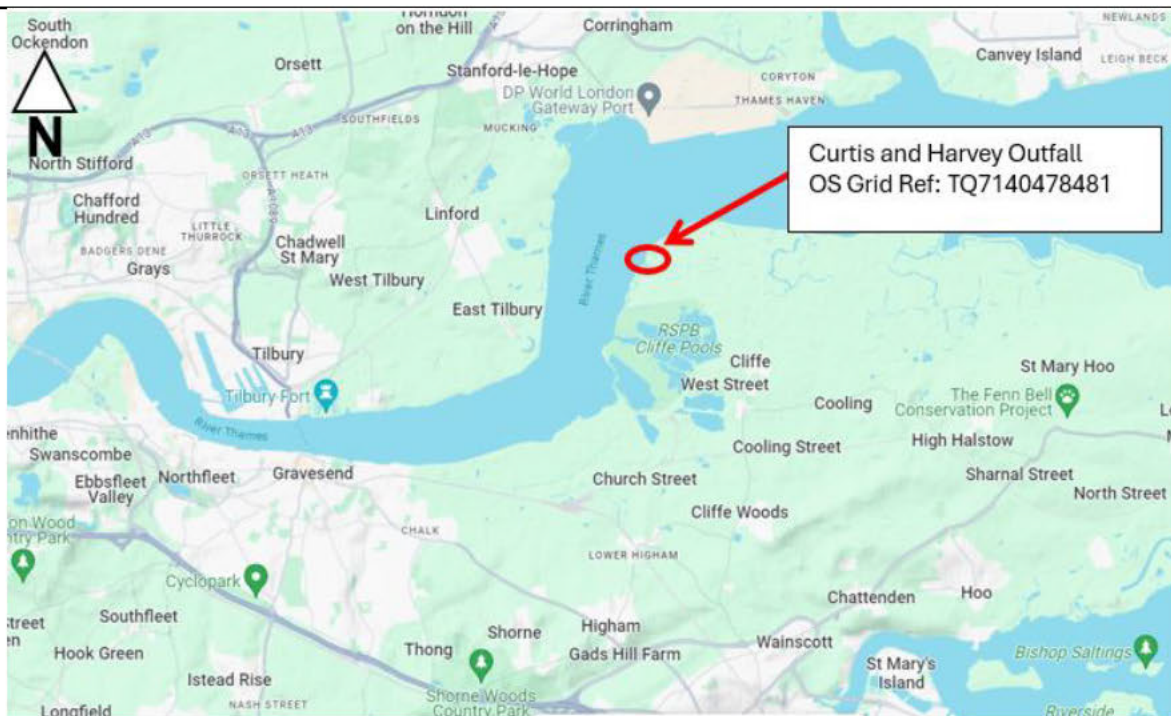


Figure 1- Site Location Map.

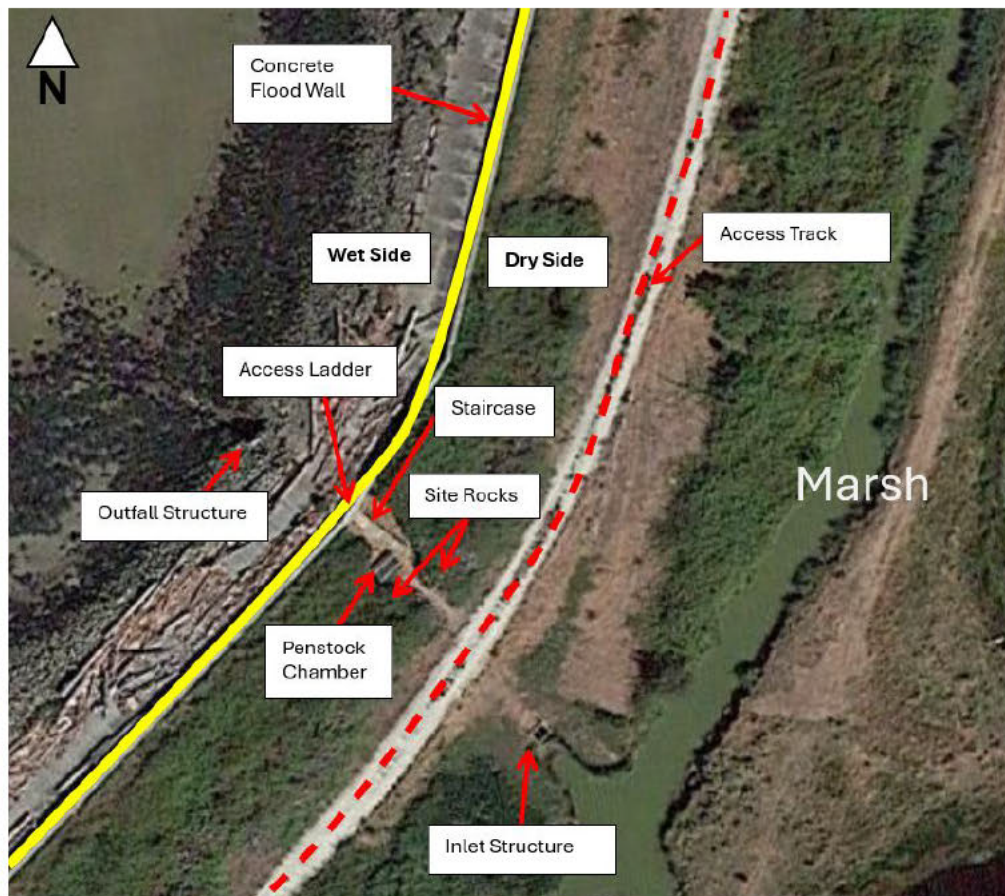


Figure 2- General Arrangement of the assets.



Figure 3- Inlet Structure.

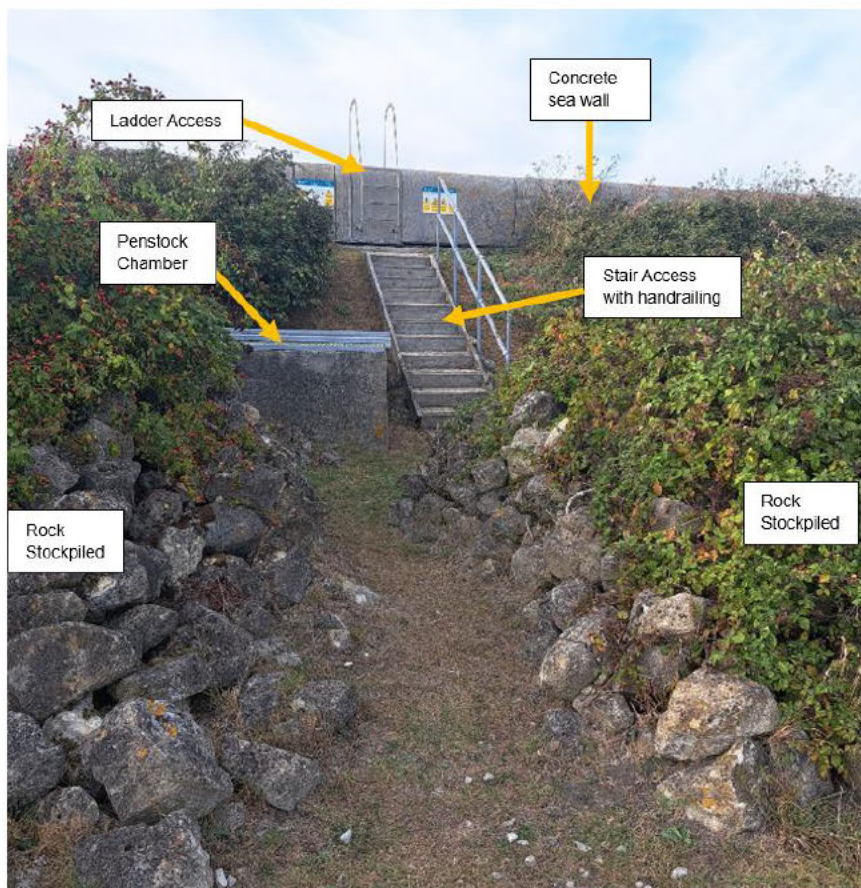


Figure 4- Penstock chamber and adjacent site features (photo taken from dry side of the sea wall).

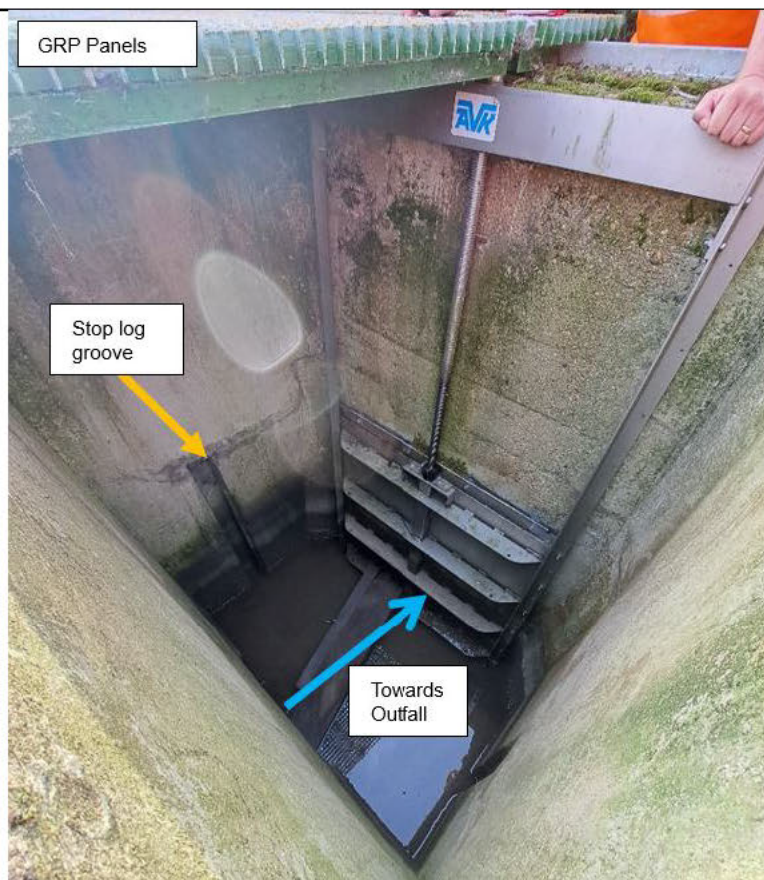


Figure 5- Penstock Chamber.

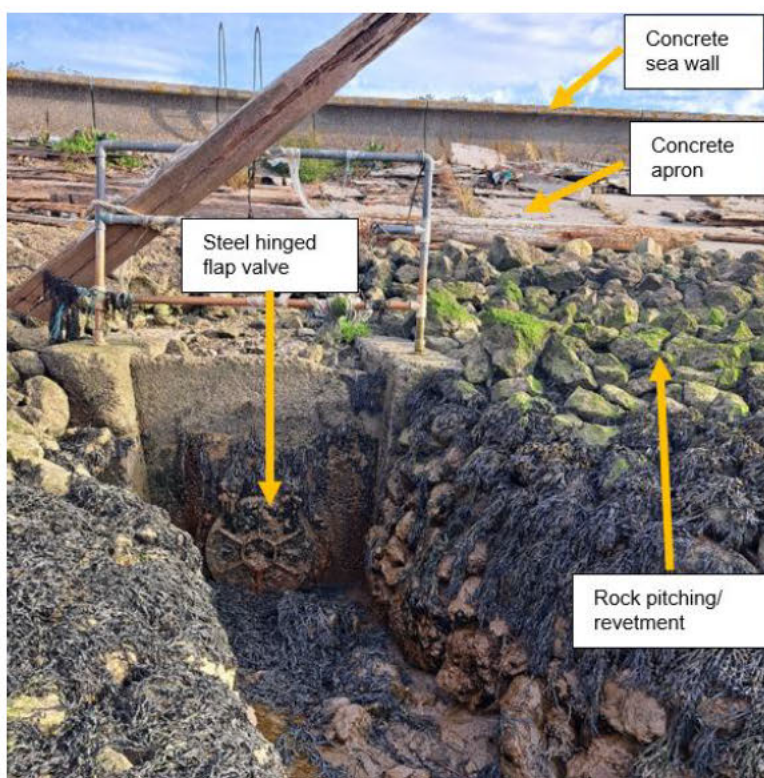


Figure 6- Outlet headwall and adjacent structures.

Tidal water has been entering the marsh and causing flooding. It is suspected that water is bypassing the flap via cracks and voids to enter the marsh. A CCTV survey undertaken in January 2024, shows defects in both inlet and outlet pipes (See Figure 8 and 9).



Figure 7- Defect at inlet (pipe close up).



Figure 8- CCTV image (01/2024) taken from penstock chamber towards inlet.

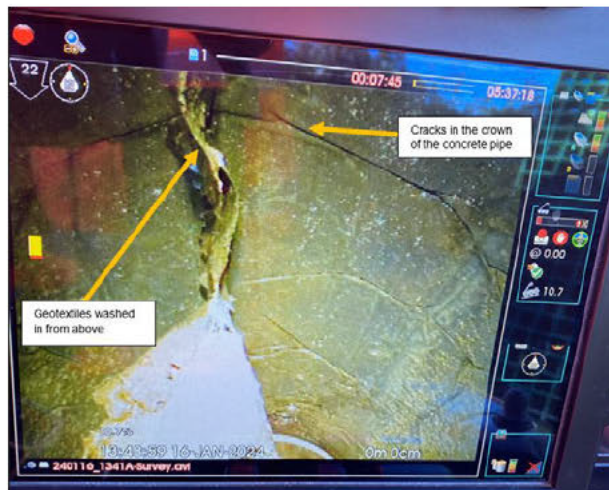


Figure 9- CCTV image (01/2024) taken from penstock chamber towards outfall.

1.1.2 The overall objectives of this project are to stop tidal ingress through the damaged culvert and to reinforce the access track above the culvert from the inlet to the penstock to avoid load pressure on the culvert from vehicles travelling on the access road above the culvert (as seen in figure 10).

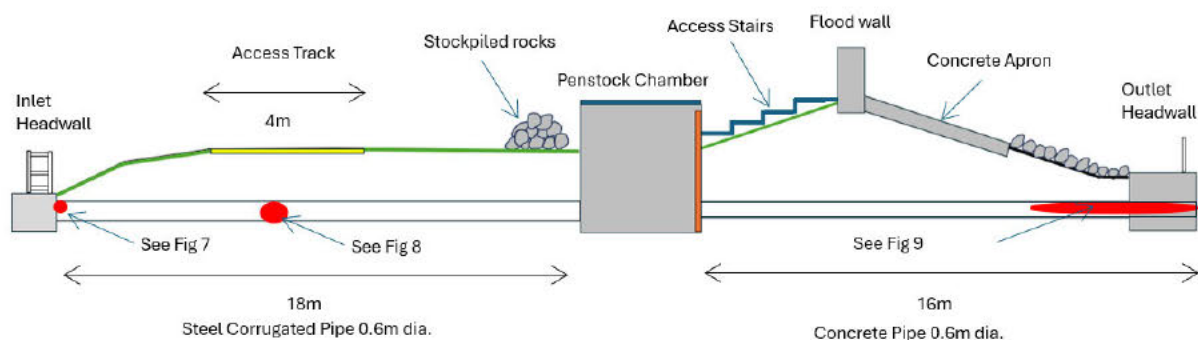


Figure 10- Indicative sketch showing the locations of defects.

1.1.3 The objective for this contract is to restore Flood and Coastal Risk Management asset to the required condition 2 or better to ensure they provide the standard of service originally intended.

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

1.2 Description of the works

1.2.1 The works are to:

- Reline the entire 18m length from the inlet pipe to the penstock chamber.
- Reline the outlet pipe, approx. 4m extent from outlet towards penstock chamber.
- Extend the residual life of the outlet to a minimum of 10 years.
- Ensure that the inlet pipe is designed to last for at least 50 years.
- Reinforce the access track above the inlet culvert, to have a load bearing capacity of 18 tonne vehicle split over three axles over the culvert. The Contractor shall assume an area of approximately 16m² for the reinforcement.

Reline pipe from Inlet to Penstock Chamber:

- Carry out a CCTV survey to assess further silt, debris and repairs that has occurred since the condition report in 2023 was carried out. The Contractor shall assume up to 5m³ of silt removal. Additional silt disposal or repairs identified from this survey shall be pursued under a Compensation Event
- Ensure the entire section of the culvert is clean and free from debris. Jet out the debris and any silt from the culvert. The Contractor shall carry out silt contamination tests before jetting works to ensure that the silt is not contaminated. If the silt is contaminated and requires removing from site, this will be pursued as a Compensation Event.
- Push back the split section of the pipe (as seen in Figure 8) into place prior to relining.
- To avoid relining works escaping, install temporary/ permanent works on the void of the failed section from outside of the pipe.
- Prepare the pipe relining.
- Reline the entire length of the pipe from the inlet to penstock chamber.
- Trim the liner.
- Remove any temporary works.

Reline pipe from Penstock Chamber to Outlet:

- Ensure the culvert is clean and free from debris. Jet out the debris and any silt from the culvert. The *Contractor* shall carry out silt contamination tests before jetting works to ensure that the silt is not contaminated. If the silt is contaminated and requires removing from site, this will be pursued as a Compensation Event.
- Prepare the pipe relining.
- Reline the entire length of the pipe from the penstock chamber to the outlet.
- Trim the liner.
- Remove any temporary works.

Reinforce the access track:

- Excavate 16m² of the existing access track above the culvert pipe running in perpendicular to the access track from the inlet to the penstock chamber (as seen in figure 10).
- Fill the excavated area with concrete slabs and concrete surround with suitable load bearing capacity to withstand vehicles travelling on them. The *Contractor* shall colour match the fill and surround with existing colour of the access track.

Additional works (as seen in figure 11):

The ground surrounding the inlet is prone to erosion. The *Contractor* shall design and install trench sheeting to prevent the erosion from the ground surrounding the inlet as seen in figure 11. The *Contractor* shall ensure that the design life of the *works* is 10 years with a load bearing capacity of at least 300kg around the inlet area on the bank.

- Eroded areas on both side of the banks behind the trench sheet to be excavated to suitable formation level.
- Install trench sheet extending 1m wide from both side of the wing walls.
- Place capping on top of the trench sheet. Top levels to be levelled with the wing walls.
- Install geotextile layer, place granular backfill material, compact and install topsoil.
- Seed and install temporary matting on top.

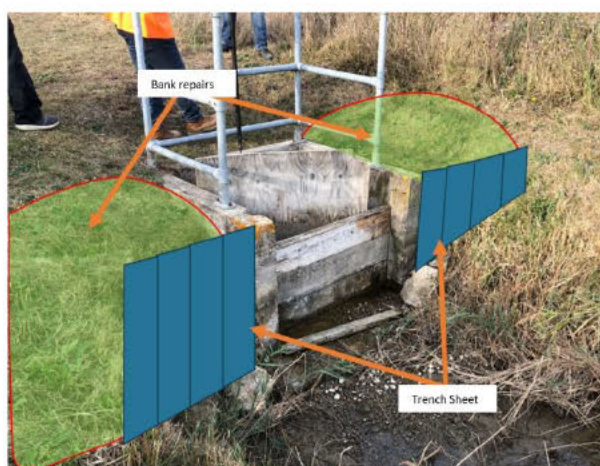


Figure 11 - Indicative additional works on inlet.

1.3 Contractor's design

1.3.1 The *Contractor* shall produce a design, appraised, and accepted by the *Client* that consists of the following items:

- Site investigations: The *Contractor* shall design, procure, and supervise all investigations required to complete the *works*. This is to include but is not limited to:
- Further information on damage to masonry box structures, following silt and debris clearance.

Detailed Design: the *Contractor* shall:

- Be responsible for attaining one comprehensive environmental survey to develop the design and support the Flood Risk Activity Permit (FRAP) and/ or Marine Management Organisation (MMO) Licence (depending upon the *Contractor's* methodology). Additionally, the *Contractor* shall produce all construction documentation to support the FRAP application and Construction Phase Plan in line with the CDM regulations.
- Additional documentation may be requested from stakeholders, and these will be delivered under a Compensation Event.

The *Contractor* shall provide a detailed design sufficient to construct the *works*. The documentation and activities that the *Contractor* undertakes and produces are listed below:

- Designer's Risk Assessment.
- Red & Green list.
- Specification.
- Design Statement that explains the design philosophy standard data used and any assumptions including Buildability, Operability & Maintainability Statement.
- Detail design drawings including temporary works design.
- Construction Phase Plan.
- Environmental Action Plan.
- Carbon Calculator to be updated and returned upon completion of the design works. The *Contractor* must aim to reduce the amount of Carbon produced through their recommendations to help the Environment Agency meet its aim of zero net carbon by 2030.
- Project Management.
- Construction of asset repair including any: mobilisation, setup site and compound, welfare, site access, temporary works, material disposal, access reinstatement, demobilisation.
- Traffic Management Plan and Footpath/ PRow closure application including any fee.
- Health and Safety File including As-built drawings.
- MIDP.
- Inspection and test plan.
- Produce a detailed design that supports the *Client* to achieve efficiency targets set for this commission and future stages of the project using the Combined Efficiency Reporting Tool (CERT).
- Create a BIM Execution Plan after Contract award, and continual uploading of all final version produced files in the agreed BIM naming convention on to Asite Master Information Delivery Plan (MIDP).
- Ensure all deliverables are produced to comply with relevant British Standards and Eurocodes.

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.

1.5.2 The *Contractor* shall:

Provide any access requirements such as a trackway to and from the site location. This will include any liaison with the landowner(s) to apply any mitigation measures that may be required to ensure no damage is caused by the works activities.

Provide any site demarcations and the closure of the PRow as required.

1.6 Sharing the Site with the *Client* and Others

1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the works, including:

- What is being done,
- Who is doing it
- When it is being done, and for how long,
- Where is it being done,
- How the *Contractor* is to co-operate and share the Working Areas.

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.
- Weekly progress meetings from the starting date. The *Client* confirms the date and venue of these meetings.
- The *Client* chairs and records these meetings.
- Monthly commercial meetings from the starting date. 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.
- Design workshop, Risk workshop, and a premobilisation meeting. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.

1.7.3 The *Contractor* shall produce a progress report and submit this with their updated programme before the 5th of each month. 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 The *Contractor* shall:

- Independently obtain and include all costs associated with any environmental permits, licences and approvals required the site investigation works.
- Issue all construction documentation including CPP, RAMS, permitting, works programme for site investigation works.
- Implement a Safe System of Work.
- Include any temporary works required to undertake the *Contractor's* method of working as deemed necessary to meet the work scope.
- Provide supervision of activities including any subcontractor works.
- Place signage boards at site locations a required.

1.8 Weather Measurements

1.8.1 The *Contractor* shall monitor weather information from the nearest weather station to the site. The *Contractor* is to sign up to EA flood alerts.

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 tests and inspections as per the ITP (Inspections and Tests Plan) that is accepted by the *Client* prior to works commencing on site.

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

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

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

1.9.5 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.

1.9.6 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.

1.9.7 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.

1.9.8 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 below consents, licenses, permits, and/or agreements from third parties.

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

1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for permanent and temporary works, including but not limited to:

- FRAP and/or MMO.
- Public Right of Way closure.
- Ordinary Watercourse Consent
- Natural England permits required for priority habitat, protected birds / nested birds.
- Permits from the local council.

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 / Contractor under the Regulations.

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)

1.11.6 The Designer duties under the CDM Regulations 2015 shall be undertaken by the *Contractor* for all the elements designed by the *Contractor*.

1.11.7 The *Contractor* must ensure that all designers engaged by the *Contractor* fully co-operate with the Principal Designer to enable compliance with the Principal Designer's statutory duties.

1.11.8 The *Client* has provided CDM Pre-Construction Information (PCI) in the Site Information.

1.11.9 The *Contractor* is to 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.

1.11.10 The *Contractor* submits to the *Client* and Principal Designer an electronic copy of the health and safety file compliant with the CDM Regulations. If the *Contractor* does not submit this information, the *Client* may not award Completion.

1.11.11 Procedures and policies as outlined in the Environment Agency 'Safety, Health, Environment, and Wellbeing (SHEW)' code of practice. Constructing a better environment' document shall be applied throughout the Contract. The *Contractor* shall familiarise himself with this document.

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 *Contractor* updates the notice on Contracts Finder with details of the successful *Subcontractor*.

1.13 Completion

1.13.1 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.

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

- all construction work must be fully complete and all construction plant, and machinery must have been removed from site.
- all site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- all public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

1.13.3 The following are absolute requirements for Completion to be certified.

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
 - CAD and PDF copies of As-built drawings.
 - A digital copy of Health and Safety File including Buildability, Operability & Maintainability Statement.
- The *Contractor* shall provide the Final Carbon Calculator and Carbon Appendix in line with Gateway 3 and Gateway 4 requirements.
- All deliverables and products show evidence of a quality control system.
- All deliverables shall satisfy the relevant latest necessary guidance, EA Minimum Technical Requirements and legislative requirements to meet the scope requirements, unless otherwise agreed with the *Client* in advance of submission.

1.13.4 The *Contractor* shall support the *Client* to complete the DMAT tool.

1.13.5 The *Contractor* shall be responsible for uploading any produced final version documentation to the project Master Information Delivery Plan (MIDP) on the Asite system.

1.14 ACCOUNTS AND RECORDS

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

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

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

1.15 SITE PROGRESS MEETINGS

1.15.1 The Frequency, location and chairperson for site progress meetings will be proposed by the *Contractor* for the *Client's* acceptance before works commence on site.

2. Drawings

Drawing Number	Revision	Title
None		

3. Specifications

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
SHEW CoP	V 7, April 2025	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations	2002	Yes
Construction Design Regulations (CDM) 2015	2015	Yes
Civil Engineering Specifications for Water industry (8th edition)	2023	
Lot 1 – Spec supplementary clauses – CULVERTS – CoP	V1.0	
Lot 1 – Spec Supplementary clauses – General	V1.0	
Lot 1 & Lot 3 – Supply Chain Passport Template		
Exchange Information Requirements (BIM)	V3	
Exchange Information Requirements (EIR)	V3	

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

4.1 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the method statements and risk assessments related to this Contract

4.2 The *Contractor* shall prepare, for the *Client's* acceptance, the Design, Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the *works*.

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* is assumed to have visited site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site, providing the *Client* with at least 5 days' notice in advance to the site visit.

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* is assumed to have considered the worst conditions as part of preparing their quotation.

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 shall 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*.

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

- 4.3.14 Ten (10) 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* 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.
- 4.3.21 Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (CEs) and revised programmes depending on *Contractor* performance.
- 4.3.22 No fires may be lit on site unless expressly authorised by the *Client*.
- 4.3.23 The site shall only be used for the *works* intended.
- 4.3.24 The *Contractor* shall manage the use of any Hazardous Materials.
- 4.3.25 *Contractor* interfaces with the *works* and existing items on the site: Work areas will need to be defined by the *Contractor* within the site prior to works commencing.
- 4.3.26 *Contractor* interfaces with the *works* and occupied premises and users affected by the *works*: Access to site will still be needed by the operations team during the *works*.
- 4.3.27 The *Contractor* shall keep to a minimum any fuels and substances used on site and stored so that there is no possibility of potential contamination of the site or waterways through accidental spillage or vandalism.
- 4.3.28 The *Contractor* shall produce a Lifting Plan by a competent person and submit to the *Client* for approval prior to any lifting activities taking place.
- 4.3.29 The *Contractor* is responsible for the security of the *works* at the site and is the interface between any visitors and the site operation.
- 4.3.30 The *Contractor* is responsible for traffic management including access routes.
- 4.3.31 Site is adjacent to residential properties, so consideration needs to be given to minimise noise impact.

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 The *works* will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency.
- 4.5.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities. The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to the commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. Please be aware the FRAP Permitting process can take eight (8) weeks from receipt of payment.

4.6 Site Restrictions

- Public Interaction. Site access is through PRoW (Public Right of Way). Any work impacting the PRoW shall be carried out upon the permitted closure of the PRoW. The *Contractor* shall obtain PRoW closure permit before commencing *works* on site.
- Access is via RSPB padlocked gate on Salt Lane Road. Padlock combination shall be shared with the *Contractor*. There is another gate along the access route. The *Client* shall confirm if it is open to access.
- Access track contains soft ground. Avoid wet weather to reduce the risk of damaging the track. The *Contractor* shall provide suitable arrangements to carry out the *works*.
- Due to length of access tracks and the location of turning head, the *Contractor* shall consider phasing of any works on the access track.
- The Site is within 100m of SSSI, SPA and Ramsar site. The *Contractor* shall carry out necessary consultations with Natural England to enable works and regarding the timings of works given the presence of the SPA and assemblages of waterbirds.
- The *works* are adjacent to the watercourse (River Thames on the outfall and Marshes on the inlet).
- Tidal environment. The *Contractor* shall be mindful of this restriction as part of planning their work and methodology.
- Poor lighting. The *Contractor* shall be mindful of this restriction as part of planning their work and methodology.
- The *Contractor* shall register with the EA flood warning service.
- There is a potential of UXO on site. The *Contractor* shall carry out necessary investigations to confirm presence of UXO on site before preparing their design and methodology to carry out the *works*.

4.7 Environment and Heritage

4.7.1 The *Contractor* shall plan all activities in accordance with the Environment Agency's National Environment Assessment Service (NEAS) and FBG team, and their recommendations.

4.7.2 The *Contractor* shall comply with legislation regarding the protection of biodiversity. The *Contractor* shall contribute into the *Client's* Biodiversity Net Gain tool.

4.7.3 The *Contractor* shall notify the relevant enforcing authority and take steps to prevent the damage if their activities pose an imminent threat to the environment and habitat. If the *Contractor's* activities cause actual environmental damage, they shall take remedial action to repair the damage.

4.7.4 Site Specific Environmental and Heritage Issues:

The *Contractor* shall be mindful of the below list of site specific environmental and heritage issues as part of planning their design and methodology to carry out the *works*.

- Site is within 100m of SSSI, SPA and Ramsar site. Consultation with Natural England is required.
- Site is near or in Southeast MMO area. Consultation with MMO is required.
- The habitat and features in this area are likely to support birds during nesting and overwintering.
- The habitat and features in this area are likely to support fish.
- Previous GCN record from 2019 has identified Great Crested Newts (GCN) just under 1km from the site location. The *Contractor* shall Consult FBG to determine if there have been further records of this species at this site given the connectivity of the habitat in the area.
- There are Scheduled Ancient Monuments adjacent to this site. Consultation with relevant parties will be required as part of preparing the design and methodology to carry out the *works*.

Working times

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

5. Requirements for the programme

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

5.2 The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project 2016 formats for *Client's* acceptance.

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

- The Starting Date and Completion Date.
- The critical path.
- The dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works.
- The order and timing of the operations which the *Contractor* plans to do in order to provide the *works*.
- Lead in periods for materials and *Subcontractors*, time required to obtain consents/waste permits; stated constraints; *Contractor's* risk.
- The order and timing of the work of the *Client* and others required for the *Contractor* to provide the *works*.
- Provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract.
- each of the activities listed within the Price List.

5.4 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:

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

5.5 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.

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

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

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

- Within the period for reply after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to.

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

Item	Date by which it will be provided
FastDraft Access	Within two weeks of the <i>starting date</i> .
Tide levels	At least seven days before the possession dates.
ASite - Online file storage and sharing platform	Within two weeks of the <i>starting date</i> .
Initial induction to be arranged to enable access to EA sites	At least seven days before the possession dates.
Landowners contact information where required	At least seven days before the possession dates.

Site Information

The site

Description: The site is located on the right bank of River Thames, approximately 350m south of Lower Hope Point, Cliffe Marshes, Kent. The site is within South Thames Estuary and Marshes, Site of Specific Scientific Interest (SSSI) and Thames Estuary Marshes SPA and Ramsar.

	Site	Proposed Site compound
National Grid Reference	TQ 71404 78481	TQ 71438 78510
Postcode	ME3 7TG	ME3 7TG
What3Words	young.feast.mess	plug.coast.storms

Site investigation

There were two visual inspections carried out by JBA Consulting, Volker Stevin, and the Environment Agency to identify and prevent the tidal water entering the marsh and causing flooding on the 10th of October 2023 (along with an Ecology walkover survey) and 16th of January 2024. See document: ENV7005293R-JBA-SU-00-AS-C-0004-S3-P02-B1500-EA1-LOD1-Curtis_and_Harvey_Tidal_Outfall_Initial_Assessment for further details.

Site location plans

Site Location Plan is included in the document: ENV7005293R-JBA-SU-00-AS-C-0004-S3-P02-B1500-EA1-LOD1-Curtis_and_Harvey_Tidal_Outfall_Initial_Assessment and will be issued to the *Contractor* before contract awarded.

Health and safety file

A template of the Health and Safety File will be provided to the *Contractor* upon contract award.

Access to site

Access to the site entrance can be gained from the south via the A289 taking exit towards B2000, then taking left to Rectory Road, then right at Buckland Road and left again towards Salt Lane. The route includes crossing a vehicular bridge over railway line with no load or width restrictions, traversing residential and farmlands. There is a locked Royal Society for the Protection of Birds (RSPB) gate padlock combination shared with the EA at the end of the Salt Lane, adjacent to the mini roundabout (what3words: ///organ.amused.start).

The proposed site compound is situated 3.5km north from the locked RSPB gate. The access track is uneven with large holes along the extent of the route. The track is wide enough for large vehicles, approx. 3.5m and wider in some areas (up to 7m). There is a T shaped turning area approx. 150m north of the site. There is also a PRow starting from the gate which continues along the entire length of the access route. Along the access track, there is second gate (unlocked during the site visit).

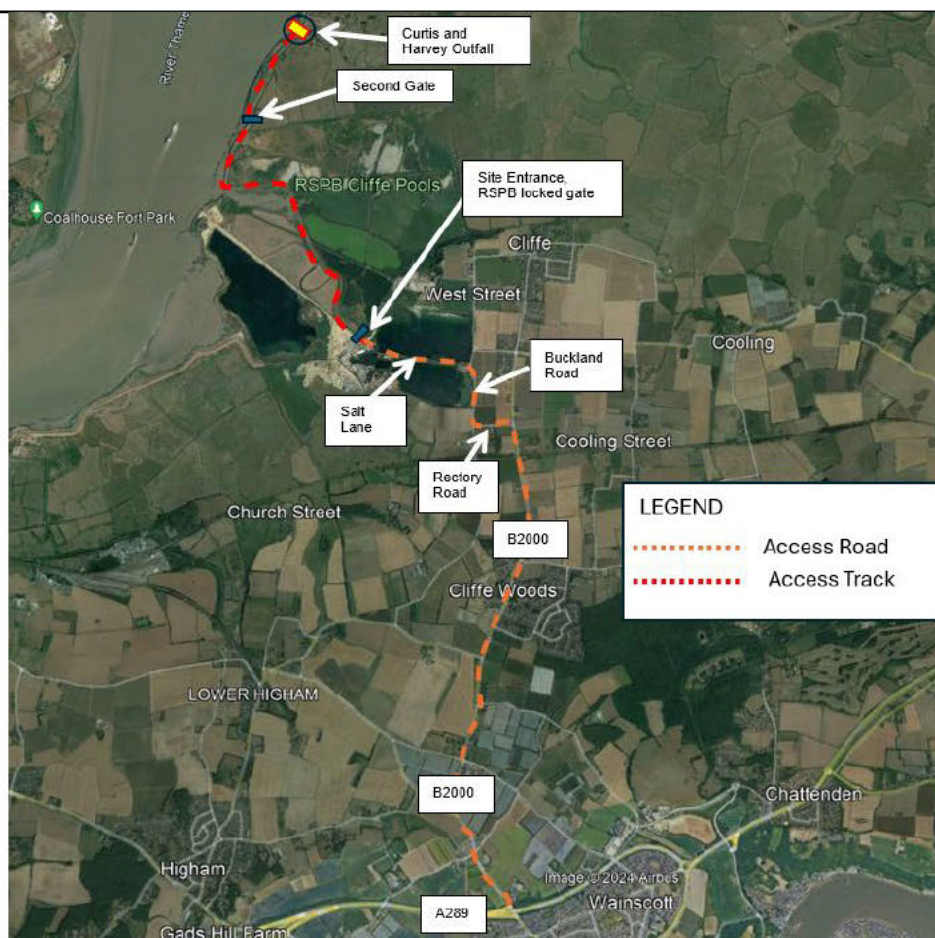


Figure 12- Site Access.

Limitations: The access track is uneven with large holes along its entire length. The ground is soft, so avoid using the track in wet weather, requires track assessment before plant and material deliveries.

The area of marshland feeding the inlet was at maximum capacity (up to pipe's crown level, during January 2023 visit). Ensure the manual penstock chamber is operated regularly to drain the marsh, especially after a heavy rainfall.

The outlet structure is located in an intertidal zone. To access it, you use a handrailed concrete staircase that leads up to the sea wall flood defence, which has a defence level of 5.970(mAOD). From there, a small upright ladder allows you to climb over the wall and reach the outlet headwall.

Access for inspections: The penstock chamber between the inlet and outlet structure is covered with 2no. Glass Reinforced Plastic panels held in place with a bar locked in place with an EA key.

Use of the site

General: The site is adjacent to agricultural land and located on a PRow used by dog walkers.

Limitations: normal works between 7.30am and 18.00pm (daylight hours only) on weekdays (Monday to Friday excluding Bank Holidays).

Surrounding land / building uses

Adjacent and nearby uses are as follows:

- Agricultural land immediate east of the assets.
- Cliffe Explosive Works (Scheduled Monument) within the vicinity of the inlet.

Royal Society for the Protection of Birds (RSPB) within the vicinity of the access route.

Health and safety hazards

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

- Working near watercourse.
- Tidal working area.
- Fluvial flooding.
- Site in public realm - Public Interface.
- Confined space working - culvert repair works.
- Limited access - Access on the outlet is through staircase and small ladder crossing over the flood defence wall. Limitation on plant and tools. The stockpile stone on site requires removal.
- Work on uneven ground.
- Access track and proposed site compound location on soft ground.
- Contaminated Land - Cliffe Explosive works (chemical explosive factory) remains adjacent to site.

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.

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:	