NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – North West Hub

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**CHEETHAM HILL CONSTRUCTION LIMITED**
For	**Capital minor work package (9 schemes)** 1. **Croston Dam Remedial Works,** 2. **Mawedsely PS Celing Tiles Replacement,** 3. **Etterby Terrace Flood Wall,** 4. **Ridding Sough Headwall.** 5. **Raikes Brook Outfall** 6. **Becconsall Outfall.** 7. **Stocken Bridge Embankment,** 8. **Rawcliffe Road Wall** 9. **Rawcliffe Road Embankment.**
	Contract Forms - **Contract Data** - **The *Contractor's* Offer and *Client's* Acceptance** - **Price List** - **Scope** - **Site Information**

Contract Data

The *Client's* Contract Data

	The *Client* is	
Name	Environment Agency	
Address for communications	[redacted] [redacted] Richard Fairclough House Knutsford Road, Warrington WA4 1HT "Please be aware, due to Covid-19 any communications via mail will not be received by the Client. Please liaise with the EA Client for the correct lines of communication for physical documentation, otherwise please use electronic communication where possible."	
Address for electronic communications	[redacted]	
The *works* are	As per Contract Data Section- Description of the works.	
The *sites are (NGR)*	Croston Civil repairs works	SD5219018102
	Mawedsely PS Roof tile replacement	SD4681515724
	Etterby Terrace Flood Wall, outfall and Flap Valve	NY3964257077
	BRC Headwall Ridding Sough (BURGH-BY-SANDS)	NY3070559124
	R Douglas (LONGTON) Raikes Brook outfall access imp	SD4573623314
	R Douglas (HESKETH BANK) Becconsall outfall access imp	SD4527423171
	Stoken Bridge Embankment Replacement	SD4530441077
	Rawcliffe Road Wall	SD4505041321
	Rawcliffe Road Embankment	SD4475041070
The *starting date* is	18th Sept 2020	
The *completion date* is	16th March 2021	
The *delay damages* are	Nil	Per day
The *period* for reply is	2	weeks

The *defects date* is	52	weeks after Completion
The *defects correction period* is	4	weeks
The *assessment day* is	the last working day	of each month
The *retention* is	nil	%

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

The *Adjudicator* is : tbc

In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5	% per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	[redacted]
The *Client* provides this insurance	None

Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the *works*	The replacement cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an	[redacted]	

employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Works	without limit to the number of claims	
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the works	[redacted]	[redacted]

The *Adjudicator nominating body* is	The Institution of Civil Engineers
The *tribunal* is	litigation in the courts

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

Only enter details here if additional conditions are required.

Z1.0	Sub-contracting
Z1.1	The *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as *Client* under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the works only with the *Client's* written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client* but is not warranted correct. The *Contractor* checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.

Z6.4	The *Contractor* may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* and sub-Contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z7.2	Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until 31 October 2020.
Z7.3	For the purposes of Clause 60.1.9 “the site” is defined as the individual location listed in “the sites” in the Client’s Contract Data

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	CHEETHAM HILL CONSTRUCTION LIMITED	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	[redacted]
The *people rates* are	[redacted]	
category of person	unit	rate
Framework Manager	Hour	[redacted]
Site Agent	Hour	[redacted]
Foreman	Hour	[redacted]
Chartered Structural Engineer	Hour	[redacted]
The *published list of Equipment* is		AS FRAMEWORK RATES
The *percentage for adjustment for Equipment* is		AS FRAMEWORK RATES

Contract Data

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

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

The offered total of the Prices is	[redacted]
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	[redacted]
Signature	[redacted]
[redacted]	[redacted]

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

Signed on behalf of the *Client*

[redacted]	[redacted]
Position	[redacted]
Signatur	[redacted]
Date	[redacted]

Price List

The *Contractor* to complete the unshaded boxes

Item Number	Description	Unit	Quantity	Rate	Price
1.	**Croston Dam Remedial works**				
1.1	Prepare and submit any permits required in relation to the works including but not limited to Environmental Permits, permissions related to footpath or highway closures/ diversions, conservation area consents, Coal Authority permits and those related to any services diversions.	Sum			Included
1.2	Site Security	Sum			[redacted]
1.3	Project Management (Progress meetings, Project Management Plan, liaise with PD)	Sum			[redacted]
1.4	Outline Design issued to *Client*	Sum			[redacted]
1.5	Outline Design signed off by *Client*	Sum			[redacted]0
1.6	Detailed Design issued to *Client*	Sum			[redacted]
1.7	RAMS issued to *Client*	Sum			[redacted]
1.8	RAMS signed off by *Client*	Sum			[redacted]
1.9	H&S Documentation complete	Sum			[redacted]
1.10	Site set up complete	Sum			[redacted]
1.11	Remove stones on the water course	Sum			[redacted]
1.12	Build of erosion protection	Sum			[redacted]
1.13	Reinstatement of site to condition before start of the works (include of removal of temporary works)	Sum			[redacted]
1.14	Dealing with invasive species	Sum			[redacted]
					[redacted]
2.	**Mawedsely PS ceiling tiles replacement,**				
2.1	Prepare and submit any permits required in relation to the works including but not limited to Environmental Permits, permissions related to footpath or highway closures/ diversions, conservation area consents, Coal Authority permits and those related to any services diversions.	Sum			[redacted]
2.2	Site Security	Sum			[redacted]
2.3	Project Management (Progress meetings, Project Management Plan, liaise with PD)	Sum			[redacted]
2.4	Detailed Design issued to Client	Sum			[redacted]
2.5	RAMS issued to Client	Sum			[redacted]
2.6	RAMS signed off by Client	Sum			[redacted]

2.7	H&S Documentation complete	Sum			[redacted]
2.8	Site set up complete	Sum			[redacted]
2.9	Replace damaged boards and fill tiles	Sum			[redacted]
2.10	Reinstatement of site to condition before start of the works (include of removal of temporary works)	Sum			[redacted]
					[redacted]
3.	**Etterby Terrace Flood Wall**				
3.1	Prepare and submit any permits required in relation to the works including but not limited to Environmental Permits, permissions related to footpath or highway closures/ diversions, conservation area consents, Coal Authority permits and those related to any services diversions.	Sum			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]

5.1	Prepare and submit any permits required in relation to the works including but not limited to Environmental Permits, permissions related to footpath or highway closures/ diversions, conservation area consents, Coal Authority permits and those related to any services diversions.	Sum			[redacted]
5.2	Site Security	Sum			[redacted]
5.3	Project Management (Progress meetings, Project Management Plan, liaise with PD)	Sum			[redacted]
5.4	Detailed Design issued to *Client*	Sum			[redacted]
5.5	RAMS issued to *Client*	Sum			[redacted]
5.6	RAMS signed off by *Client*	Sum			[redacted]
5.7	H&S Documentation complete	Sum			[redacted]
5.8	Site set up complete	Sum			[redacted]
5.9	Design and installation of Portable ladder fixing including suitable hand railing	Sum			[redacted]
5.10	Design and installation of including suitable hand railing a manual lifting tidal flap	Sum			[redacted]
5.11	Reinstatement of site to condition before start of the *works* (include of removal of temporary *works)*	Sum			[redacted]
					[redacted]
6. Becconsall outfall					
6.1	Prepare and submit any permits required in relation to the works including but not limited to Environmental Permits, permissions related to footpath or highway closures/ diversions, conservation area consents, Coal Authority permits and those related to any services diversions.	Sum			[redacted]
6.2	Site Security	Sum			[redacted]
6.3	Project Management (Progress meetings, Project Management Plan, liaise with PD)	Sum			[redacted]
6.4	Detailed Design issued to *Client*	Sum			[redacted]
6.5	RAMS issued to *Client*	Sum			[redacted]
6.6	RAMS signed off by *Client*	Sum			[redacted]
6.7	H&S Documentation complete	Sum			[redacted]
6.8	Site set up complete	Sum			[redacted]
6.9	Condition survey to stablish structural fixing detail for flap valve	Sum			[redacted]
6.10	Remediation work option	Sum			[redacted]
6.11	Design and installation of Portable ladder fixing including suitable hand railing	Sum			[redacted]
6.12	Design and installation of including suitable hand railing a manual lifting tidal flap	Sum			[redacted]
6.13	Hole repair	Sum			[redacted]
6.14	Reinstatement of site to condition before start of the *works* (include of removal of temporary *works)*	Sum			[redacted]
					[redacted]
7. Stocken Bridge Embankment					

7.1	Prepare and submit any permits required in relation to the works including but not limited to Environmental Permits, permissions related to footpath or highway closures/ diversions, conservation area consents, Coal Authority permits and those related to any services diversions.	Sum			[redacted]
7.2	Site Security	Sum			[redacted]
7.3	Project Management (Progress meetings, Project Management Plan, liaise with PD)	Sum			[redacted]
7.4	Detailed Design issued to *Client*	Sum			[redacted]
7.5	RAMS issued to *Client*	Sum			[redacted]
7.6	RAMS signed off by *Client*	Sum			[redacted]
7.7	H&S Documentation complete	Sum			[redacted]
7.8	Site set up complete	Sum			[redacted]
7.9	Site survey to stablish existing ground levels and available material	Sum			[redacted]
7.10	Embankment (40m length) re-profiling utilising on-site material.	[redacted]	[redacted]		[redacted]
7.11	Install a seeded coir matt over exposed areas.	m^2	340		[redacted]
[redacted]	[redacted]	[redacted]			[redacted]
7.13	Dealing with invasive species	Sum			[redacted]
					[redacted]
8.	**Rawcliffe Road wall**				
8.1	Prepare and submit any permits required in relation to the works including but not limited to Environmental Permits, permissions related to footpath or highway closures/ diversions, conservation area consents, Coal Authority permits and those related to any services diversions.	Sum			[redacted]
8.2	Site Security	Sum			[redacted]
8.3	Project Management (Progress meetings, Project Management Plan, liaise with PD, liaise with Highway authority)	Sum			[redacted]
8.4	Detailed Design issued to *Client*	Sum			[redacted]
8.5	RAMS issued to *Client*	Sum			[redacted]
8.6	RAMS signed off by *Client*	Sum			[redacted]
8.7	H&S Documentation complete	Sum			[redacted]
8.8	Site set up complete	Sum			[redacted]
8.9	Vegetation removal	[redacted]	[redacted]		[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
8.11	Reinstatement of site to condition before start of the *works* (include of removal of temporary *works*)	Sum			[redacted]
8.12	Traffic Management	Sum			[redacted]
					[redacted]
9.	**Rawcliffe Road Embankment**				
9.1	Prepare and submit any permits required in relation to the works including but not limited to Environmental Permits, permissions related to footpath or highway closures/ diversions, conservation area consents, Coal Authority permits and those related to any services diversions.	Sum			[redacted]

9.2	Site Security	Sum			[redacted]
9.3	Project Management (Progress meetings, Project Management Plan, liaise with PD)	Sum			[redacted]
9.4	Detailed Design issued to *Client*	Sum			[redacted]
9.5	RAMS issued to *Client*	Sum			[redacted]
9.6	RAMS signed off by *Client*	Sum			[redacted]
9.7	H&S Documentation complete	Sum			[redacted]
9.8	Site set up complete	Sum			[redacted]
9.9	Vegetation removal	Sum			[redacted]
9.10	Level survey	Sum			[redacted]
[redacted]	[redacted]	[redacted]	[redacted]		[redacted]
9.12	Reinstatement of site to condition before start of the *works* (include of removal of temporary *works*)	Sum			[redacted]
					[redacted]
			The total of the Prices		[redacted]

The method and rules used to compile the Price List are

[redacted]

Scope

This Scope is augmented by the following Appendix:

Appendix A- Croston, Mawedsely, Etterby Terrace, Headwall, River Douglas Outfalls, Rawcliffe Road Wall, Rawcliffe Road Embankment and Stocken-Bridge

1. Description of the *works*

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

The Environment Agency (EA) Project and Contract Management (P&CM) team for the North West Hub are seeking to appoint a Framework Contractor to complete 9 number minor civils projects. All of the projects are located In the Cumbria and Lancashire (C&L) Area of the North West. Each of the nine projects, and their associated descriptions are listed below:

For all sites:

Site Visit / investigation, Project Management and Design

- The *Contractor* is required to attend an on-site meeting with key *Client* stakeholders to discuss the *works* and requirements of the site.
- The *Contractor* is required to attend monthly progress meetings with key *Client.*
- The *Contractor* is required to produce monthly programme updates for the approval of the *Client.*
- The *Contractor* will prepare and submit any planning documentation that is required in relation to the works.
- The *Contractor* will provide a full set of construction drawings indicating the proposed *works.*
- The construction drawings shall comply with all *Client* specifications as noted within the scope.
- If compliance with the guidance is not practical given site constraints, alternative solutions can be considered with agreement from the *Client.*
- Provide the relevant H&S, Risk Assessment, Method statements and CDM Documentation to the *Client.*
- Revise, when appropriate, any of the above documentation to ensure it is fully maintained according to the project activities. Updates to be provided to the *Client* when appropriate and or requested,
- Provide the Project Execution Plan (PEP) to the *Client* for approval.

Construction and handover

- Agree in writing with the *Client* PM the start and completion dates of construction activities.
- Provide the construction *works* in accordance with the agreed PEP and detailed construction drawings.
- Attend and contribute to any project progress meetings that take place, as arranged by the Parties.
- Provide all site set up and preliminary works in accordance with the SHEW Cope of Practice.
- Where appropriate provide any temporary works to facilitate safe access, dry working areas or any required and safe environment for conducting the *works*.
- In the instance, temporary *works* are utilised, ensure that the area and surrounding environment are returned to their original state upon completion.
- The *Contractor* is to provide a Waste Management Plan for the acceptance of the *Client*
- Segregate and remove all waste from site to an appropriate licensed waste handler.
- Provide site photographs and records of the site pre construction start, during construction and post construction.
- Issue all as built drawings and associated H&S file information to the *Client* PM following Completion.
- Where works are expected to cause significant noise and/ or vibration disturbance monitoring is required.

Site 1- 'Croston Sam Remedial Works'

Background:

Croston Dam is a recently constructed flood storage reservoir still under the control of the Construction Engineer. It has suffered damage during abnormal operation and requires repair and improvement.

Works required:

The Contractor shall design and construct;

- The area downstream of the structure's stilling basin, which would act as a spillway during an overtopping event, requires erosion protection material to be installed. The *Contractor* will be responsible for finalising the detailed design of the installation and dressing of Reno mattress erosion protection on this section of the left-hand bank.
- Remove stones from the channel d/s of the dam that have been washed out of the culvert. Stones could be either spread to reinstate the scour at the toe of the filter bags on both the left and right banks, or piled up in a temporary stockpile on the edge of the right channel side, in an agreed location.

Constraints on Works:

- Exposed embankment in high flow will increase the risk of water backing up and increase on embankment erosion.
- The *Contractor* will be responsible for obtaining any necessary Permits (if not provided)
- Any works requiring compliance with the Reservoirs Act 1975 shall be submitted to the Area Catchment Engineer for prior approval
- The *Contractor* will provide a work plan to the *Client* detailing how the embankment is to be protected at all times during construction.
- Himalayan Balsam has been identified on the embankment. The *Contractor* is required to provide a working method to avoid the spread of any invasive species.

- A telecom service has been identified along the crest of the embankment. The *Contractor* will provide necessary temporary *works* to avoid damaging the existing services.
- The *Contractor* shall provide suitable silt control when working in the river.

Key Deadlines:

Construction of the *works* shall be completed no later that: 16th October 2020 (to be reviewed by the Client depend on weather condition)

The reminder of Scope for Croston can be found on Appendix A- Croston, Mawedsely, Etterby Terrace, Headwall, River Douglas Outfalls, Rawcliffe Road Wall, Rawcliffe Road Embankment and Stocken-Bridge

Site 2- 'Mawedsely PS Celing Tiles Replacement'

Background:
The EA pumping house was built in the 1960s. A roof inspection carried out by JBA in Dec.2019, advised the need to improve the safety and functionality of the asset, and advised on the *works* needed.

Works required:
- Investigate conditions of existing tiles, remove and dispose of old damaged ceiling tiles.
- Replace damaged ceiling boards as per existing and replace missing polystyrene ceiling tiles.

Constraints on Works:
- A survey has been undertaken 15/05/2020 concluding no bat activity. The building had a negligible habitat for roosting bats and as such the works are unlikely to have an impact of roosting bats.
- 'Kitsons Environmental Europe Ltd' in Sept.2012 carried out a refurbishment and demolition survey. The ceiling tiles are not thought to contain asbestos.
- The *Contractor* will be responsible for obtaining any necessary Permits (if not provided)
- Works on Mawedsely are accessed directly from the road. The *Contractor* will be required to submit a Traffic Management and Logistics Plan to the *Client* prior to commencing the *works*.

Key Deadlines:
Construction of the *works* shall be completed no later that: 16th March 2021

The reminder of Scope for Mawedsely can be found on Appendix A- Croston, Mawedsely, Etterby Terrace, Headwall, River Douglas Outfalls, Rawcliffe Road Wall, Rawcliffe Road Embankment and Stocken-Bridge

Site 3- Etterby Terrace Flood Wall

Background:

Flooding defence and flooding gate has been built recently to protect properties in the area of being flood from the river Eden. In 2015 and 2020 storms, the area flooded. The Environment Agency field team has identified areas for improvement.

Works required:
The *Contractor* shall design and construct:
- Replace existing manhole with new chamber with removable cover. Dimensions to match existing manhole
- Provide manually operated valve to the upstream drainage pipe to the chamber. Operation of the valve to use removable spindle and cover provided over valve to be flush with existing ground level.
- Wall flap valves on the existing flood wall to be cleared and replaced if necessary (Will be included as a CE)
- Drainage channels on the 'dry' side of the flood wall to be cleared and lined with stone 'cobble' sets from footpath. Two channels at approximately 4m each and 1m wide. This will provide more efficient drainage to the flap valves that will be less likely to be blocked by vegetation in flood events at this low spot.
- Grouting to the stone cladding on the flood wall has deteriorated in two areas. Injection grouting to be provided to replace the grout in this area.

Constraints on Works:
- Dry side of the flood defence is part of the Stanwix Conservation area. Therefore, existing trees cannot be relocated and Contractor may provide a mitigation plan to avoid trees being damaged during construction.
- The *Contractor* shall get approval from the council on public footpath diversion.
- The *Contractor* will collaborate with the *Client* mechanical specialist team MEICA, to ensure the mechanical elements of the *works* are provided as per the Environment Agency requirements.
- Any *works* in the River Eden SSSI/SAC (ie wet side of wall) need Natural England agreement. The *Contractor* will provide the required information to ensure communication with Natural England.

Key Deadlines:

The *works* must be completed by the 16th March 2021

The reminder of Scope for Etterby Terrace can be found on Appendix A- Croston, Mawedsely, Etterby Terrace, Headwall, River Douglas Outfalls, Rawcliffe Road Wall, Rawcliffe Road Embankment and Stocken-Bridge

Site 4- 'Headwall Ridding Sough'

Background

A siphon shape outfall pipe is connecting an Environment Agency tidal flap (recently repaired) with an outfall part of a stone wall. The exiting wall is on river Ridding Sough, and from public consultation with landowners, it was first damaged on a fluvial flooding due to a previous EA light flap valve that failed when river levels raised.

Works required:

- The *Contractor* shall attend an on-site meeting with key *Client* stakeholders to discuss the *works* and requirements of the site.
- The *Contractor* shall provide a detailed report assessment of the wall as part of a structural assessment.
- Provide the *Client* with an outline design drawing indicating the proposed arrangement for the wall repair. The *Client*, shall be required approve outline designs prior to the *Contractor* proceeding to detailed design.
- Provide the *Client* with a detailed design drawing indicating the proposed arrangement for the wall repair. Provide the *Client* with a full set of detailed construction drawings, inclusive of any engineering, technical or environmental considerations. Drawings should identify how the *Contractor* proposes to reinstate the asset to a full and safe working standard.
- The *Contractor* shall provide a forecast price, for the construction of the detailed design signed off by the *Client*.

Constraints on Works:

- Environmental constraints, Asset performance team will remove tree adjacent to the wall before construction if advised by the inspector.
- The culvert headwall is within "Frontiers of the Roman Empire (Hadrian's Wall) World Heritage Site. The *Contractor* shall consult the archaeological EA team to identify if the wall is part of the Romans heritage in the working area. The *Contractors* must coordinate works with the *Client* specialist team NEAS, to ensure any archaeological requirements.

Key Deadlines:

The *works* must be completed by the 16th March 2021

The reminder of Scope for Headwall Ridding Sough can be found on Appendix A- Croston, Mawedsely, Etterby Terrace, Headwall, River Douglas Outfalls, Rawcliffe Road Wall, Rawcliffe Road Embankment and Stocken-Bridge

Site 5- 'Raikes Brook Outfall'

Background:

The existing outfall flap is too heavy to lift manually and there is no access into the estuary, therefore the safety and functionality of the asset are currently compromised.

Works required:

The Contractor shall design and construct:

- A winch arrangement to lift the tidal flap (potentially a folding davit arm and Tirfor winch station).
- Fixings that enable a temporary ladder to be safely attached to the outfall headwall, allowing improved access to the tidal flap. This ladder will need to be installed and removed by the field team when tidal flap maintenance is required, the site too silted for permanent steps.
- Potentially the adaptation, removal or relocation of existing PSRA/Operational Safety railings and a gate.

Constraints on Works:

- The *Contractor* shall engage with Natural England and RSPB as well as the Environment Agency permitting and FBG teams.
- The *Contractor* will be expected to obtain a Flood Risk Activity Permit pertaining to the Temporary Works associated with delivering the works (if not provided).
- Tidal stretch of river. There is a possibility of the *work* area being submerged during high tides and poor weather.

- The *Contractor* will collaborate with the *Client* mechanical specialist team MEICA, to ensure the mechanical elements of the *works* are provided as per the Environment Agency requirements.
- The *Contractor* will have access to the site throughout the works but will need to plan the works to minimise disruption to all other users interfacing with the site through a nearby public footpath.

Key Deadlines:

Construction of the works shall be completed no later that: 16th March 2021

The reminder of the Scope for Raikes Brook Outfall can be found on Appendix A- Croston, Mawedsely, Etterby Terrace, Headwall, River Douglas Outfalls, Rawcliffe Road Wall, Rawcliffe Road Embankment and Stocken-Bridge

Site 6- 'Becconsall Outfall'

Background:

The existing outfall flap is too heavy to lift manually and there is no access into the estuary, therefore the safety and functionality of the asset are currently compromised.

Works required:

The *Contractor* shall design and construct:

- A winch arrangement to lift the tidal flap (potentially a folding davit arm and Tirfor winch station).
- Access improvements for personnel to view the flap (a viewing area/platform).
- Fixings that enable a temporary ladder to be safely attached to the outfall headwall, allowing improved access to the tidal flap. This ladder will need to be installed and removed by the field team when tidal flap maintenance is required, the site too silted for permanent steps.
- Repair of a hole in access track above the outfall.
- Provision of PSRA and operational safety hand railing.
- Condition survey to stablish structural fixing detail for flap valve

Constraints on Works:

- Inlet wing walls have excessive lean into the water course. The *Contractor* should include in their price to carry out a Condition Survey of the inlet structure. If remedial works are deemed necessary, these will be addressed as a Compensation Event.
- Outfall is under a bridge, work load will need to be assessed by the *Contractor* before works commencing.
- The *Contractor* will be responsible for obtaining any necessary Permits (if not provided)
- The *Contractor* will collaborate with the *Client* mechanical specialist team MEICA, to ensure the mechanical elements of the works are provided as per the Environment Agency requirements.
- The site is located within a boat yard. The *Contractor* will be required to plan and liaise with the landowner to permit access to the works.
- For large machinery access can be obtained along the marsh banks but agreement with Natural England would be needed. Cattle on marsh.

Key Deadlines:

Construction of the *works* shall be completed no later that: 16th March 2021

The reminder of the Scope for Becconsall Outfall can be found on Appendix A- Croston, Mawedsely, Etterby Terrace, Headwall, River Douglas Outfalls, Rawcliffe Road Wall, Rawcliffe Road Embankment and Stocken-Bridge

Site 7- 'Stocken Bridge Embankment'

Background:

The embankment at this position has been eroded and minor slip has taken place which has led to a considerable level of erosion caused during high water levels. The embankment requires repair to this damage and re-profiling to reduce further erosion enable maintenance access.

Works required:

The extent of the works is to be agreed with the *Client* prior to *works* commencing. This will include existing areas where excess material can be used to repair the embankment. The works are to include:

- Topsoil/vegetation strip – to provide working area and enable full survey of embankment to take place and locate and expose existing wall. Material segregated and stored.

- 40m of embankment re-profiled to provide a 4.5m crest width (for maintenance vehicle access). The Contractor will determine the constant gradient to match the existing embankment. Fill material to be sourced from the downstream left hand embankment without compromising either the structural or operational integrity.
- Install a seeded coir matting, seed as per described under MTR.
- Full reinstatement of fences and gates

Constraints on Works:

- The *Contractor* is required to liaise with the *Client* to fully understand this design development to date and use this to develop their own design for the *Works*.
- The Stocken Bridge site is located on the bank of the River Wyre. Access is through private unmade access roads.
- The existing wall on the embankment should be retained and incorporated into the design. The approximate location of the wall is shown on the *Client's* drawing.
- The *Contractor* will be required to obtain a Flood Risk Activity Permit (FRAP) for the temporary works involved in the delivery of these *works*.
- The *Contractor* is also to liaise with the landowner at Stocken Bridge embankment to gain an understanding of existing access arrangements and facilities to provide site accommodation.
- The wall cannot be seen form the ground but is incorporated into the existing embankment. As part of the initial strip of the embankment, the *Contractor* must uncover the wall and incorporate it into the design.

Key Deadlines:

Construction of the *works* shall be completed no later that: 16th March 2021

The reminder of the Scope for Stocken Bridge can be found on Appendix A- Croston, Mawedsely, Etterby Terrace, Headwall, River Douglas Outfalls, Rawcliffe Road Wall, Rawcliffe Road Embankment and Stocken-Bridge

Site 8- 'Rawcliffe Road wall'

Background:

Flood protection levels are provided by a brick wall incorporated at the top of the embankment. The concrete foundation to the wall has been undermined on the 'dry' side on the edge of Rawcliffe Road. To prevent failure of the wall the foundation is to be replaced/repaired along a 18m length

Works required:

The *Contractor* shall design and construct

- Remove vegetation at base of wall
- Provide suitable support to concrete footings to ensure that a solution to the undermining is provided.

Constraints on Works:

- If *works* impact the highway surfacing and drainage it shall comply with the highway authority requirements
- *Works* on Rawcliffe Road are accessed directly from the road. The *Contractor* will be required to submit a Traffic Management and Logistics Plan to the *Client* prior to commencing the works.
- Guidance will be provided by the *Client* for the *works* at Rawcliffe Road. A full design package will be required to be developed for these *works*
- The existing wall is to be retained in its current position. Any existing damage or damage caused during the works to the wall should be reported to the *Client's* representative
- The *Contractor* will be required to obtain a Flood Risk Activity Permit (FRAP) for the temporary works involved in the delivery of these works.
- The *Contractor* is responsible for liaising with the Highways authority to obtain existing information on Rawcliffe Road for design and construction planning purposes

Key Deadlines:

Construction of the *works* shall be completed no later that: 16th March 2021

The reminder of the Scope for Rawcliffe Road Wall can be found on Appendix A- Croston, Mawedsely, Etterby Terrace, Headwall, River Douglas Outfalls, Rawcliffe Road Wall, Rawcliffe Road Embankment and Stocken-Bridge

Site 9- 'Rawcliffe Road embankment'

Background:

The crest level of a 10m length of the existing embankment (which separates the river from Rawcliffe Road) has dropped and led to overtopping during a previous flooding event. The embankment is to be reinstated to the flood level at this location

Works required:

The *Contractor* shall design and construct:

- The *Contractor* is required to undertake a full level survey of the crest of the embankment.
- The *Contractor* is to identify suitable material to raise the level of the embankment to the designed flood level and maintain the crest width for future maintenance access. The *Contractor* must include suitable ground surface reinforcement.

Constraints on Works:

- Guidance will be provided by the *Client* for the works at Rawcliffe Road. A full design package will be required to be developed for these works
- The existing embankment should be left undisturbed as reasonably practicable. Site vehicles should avoid using the crest of the embankment to move across the site. Full as built details of the works to the embankment is to be provided prior to completion
- The *Contractor* will be required to obtain a Flood Risk Activity Permit (FRAP) for the temporary works involved in the delivery of these works.
- The *Contractor* is responsible for liaising with the Highways authority to obtain existing information on Rawcliffe Road for design and construction planning purposes

Key Deadlines:

Construction of the works shall be completed no later that: 16th March 2021

The reminder of the Scopes for Rawcliffe Road Embankment can be found on Appendix A- Croston, Mawedsely, Etterby Terrace, Headwall, River Douglas Outfalls, Rawcliffe Road Wall, Rawcliffe Road Embankment and Stocken-Bridge

2. Drawings

List the drawings that apply to the contract.

EA

Drawing Number	Revision	Title
1.Croston		
[redacted]		
2.Mawedsely		
[redacted]		
3.Etterby Terrace		
- [redacted]		
5.Raikes Brook Outfall		
- [redacted]		
[redacted] **Outfall**		
- [redacted]		
7. Stocken-Bridge Embankment		

- [redacted]

[redacted]

8. Rawcliffe Road Wall

- [redacted]

9. Rawcliffe Road Embankment

- [redacted]

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

The Contractor should prioritise the design and build of Croston erosion protection.

The Contractor is to prepare a full Construction Phase Plan (CPP) to be issued and signed by the Client prior to the commencement of any construction works. This should be presented to the Client no less than 10 days prior to when the Contractor intends to start work. To allow the Client to review the document, consult landowners on the proposed works methodology and serve notice.

The Contractor will not begin works on site until the Client has formally signed off all Risk Assessments and Method Statements, (RAMS).

The Contractor should ensure that all works are complete prior to the 16th March 2021. Croston to be completed by 16th October 2020.

Public Safety must be considered in all outline and detailed designs. Must be a Considerate Contractor.

Prior to commencement, consider and identify service locations using drawings and review SHEW Code of Practice· in relation to services.

The Contractor shall ensure they apply due care and diligence, to avoid causing damage to the Headwall site. Save for the temporary works required, enabling the works.
Using ladders and scaffold towers in or near a main river, the Contractor is required to take them down at the end of each day and stored away from the river. To avoid any increasing on flood risk, the Contractor must check the river conditions, each day, before placing any scaffold tower or ladder in or near water
The Contractor will support the Client representative with the relevant information to update or create the Health and Safety file for each scheme.
Client must have the right to cancel/postpone the construction phase, without significant financial penalties; if the timing of the construction work due to seasonal constraints and the weather conditions, means that it is not safe/appropriate for the work to be carried out or if funding is stopped.
The *Contractor* may publicise information about the works, so long as the Client has agreed in writing following review of the publication
All designs prepared by the Contractor must comply fully with any standard Client specification.
The Contractor, whilst supplied with all known service information available to the Client, must demonstrate relevant due diligence when excavating/ breaking ground. The Contractor accepts liability for excavations / breaking out works, including the safe management of these works
The Contractor must identify any trees for felling, to accommodate the works, to the Client, The Client must agree to these trees being removed prior to any tree felling taking place.
The working area and access tracks must be reinstated to the original condition in which it was, prior to the commencement of the works.
The Contractor is to provide a minimum of 10 working days notice prior to mobilising to site to allow sufficient time for the Client to serve Notice of Entry to landowners
The Contractor is to advise the Client of any land registry required for a site compound. The Client is responsible for the compensation or agreements relating to securing the compound area.
Ensure access along the footpath is maintained throughout the duration of the works for the public.
Abide by the SHEW Code of Practice at all stages of the project.
All designs should adequately consider public safety arrangements
The Contractor should make all provisions possible to reduce its carbon output
H&S files available will be provided prestart on site.
Working times The *Contractor* will be permitted to work between 8am and 5pm on weekdays (Monday to Friday) Additional hours outside of those listed above, including weekend hours, must be communicated to and signed off by the Client, The Contractor should allow at least 5 working dates notice to the Client if additional working hours are required
5. Requirements for the programme
State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated. **State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).**
The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which he submits for acceptance in Microsoft Project (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 sub-Contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.

(e) Completion date

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

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

Utility Services for all schemes (it is the Contractors responsibility to obtain an update)

Item	**Date by which it will be provided**
Notice of Entries	At least one week prior to works commence.
Services and Land Registry details (to be updated by *Contractor*)	Along with this contract

Site Information

1.Mawedsely

- Asbestos report(pdf)
- Bat survey(pdf)
- Inspection of roof report(pdf)

Service drawings for all sites (to be updated by *Contractor*)

Proposed sub-Contractors

	Name and address of proposed subContractor	Nature and extent of work
1.	[redacted]	[redacted]

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
4.	[redacted]	[redacted]
5.	[redacted]	[redacted]