



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1	Pre-construction activities REC AOMR – NEC4 [REDACTED]

Pre-construction activities Reconditioning Programme

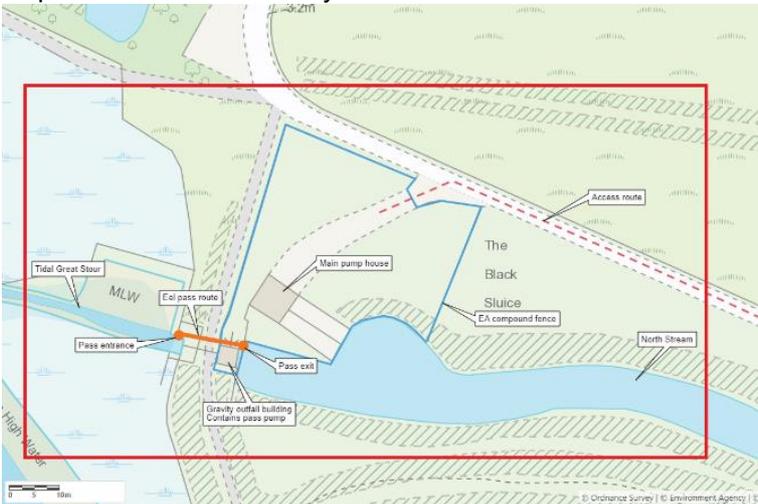
NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response (Asset OMR) Framework Lot 2 MEICA (Refurbishment and Maintenance)

A contract between	<p>The Environment Agency Horizon House Deanery Road Bristol BS1 5AH</p>
And	<p>JT Mackley & Co Ltd</p>
For	<p>KSL Reconditioning Programme 23/24 – Black Sluice Pumping Station Recondition Works</p>
	<p>Contract Forms</p> <ul style="list-style-type: none"> - Contract Data - The <i>Contractor's Offer</i> and <i>Client's Acceptance</i> - Price List - Scope - Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Guildbourne House, Chatsworth Road, Worthing, West Sussex BN11 1LD	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Pre-construction activities across the Black Sluice complex to de-risk the project, inform and undertake design development, and support pricing for the Construction Phase, as per the Scope.	
The <i>site</i> is	<p>as per the red line boundary as indicated below:</p>  <p>The general location of the <i>site</i> is:</p> <ul style="list-style-type: none"> Black Sluice, Sandwich Bay, Dover, Kent, CT13 9PE 	
The <i>starting date</i> is	12/01/2026	
The <i>completion date</i> is	30/04/2026	
The <i>delay damages</i> are	£135.70	per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	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		% 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 <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 £2,000,000 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	

Contract Data

The *Client's* Contract Data

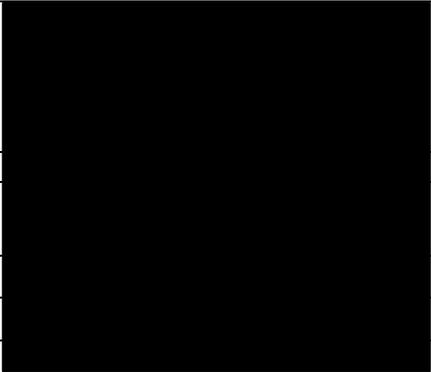
The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Z1	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 a valid invoice.
Z2	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the 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	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the 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	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and subcontractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8	Framework Agreement
Z8.1	The <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	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12	Packaging (Not Used)
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	Inflation (Lot 2)
Z110.2	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 Contract Date and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Average Weekly Earnings index (Construction)(AWE) 1-month rate] The Average Weekly Earnings index (Construction)(AWE) 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	JT Mackley & Co Ltd	
Address for communications		
Address for electronic communications		
The fee percentage is		
The people rates are	As per the AOMR Framework, South East Lot 2	
category of person	unit	rate
As per the AOMR Framework, South East Lot 2		
The published list of Equipment is	As per the AOMR Framework, South East Lot 2	
The percentage for adjustment for Equipment is	As per the AOMR Framework, South East Lot 2	

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 £121,758.50

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	Rate	Price
Project 1 - Gearbox Replacement					
WS3 applies					
1.3	Outline Design				
WS3 applies					
1.5	Preliminary Environmental assessment (PEA)				
1.6	Environmental Action Plan (EAP)				
1.7	Surveys and Investigations				
1.8	Permits, Licenses & consents				
1.9	Price for construction works				
1.10	Risk Register				
Applicable to all WSs					
1.11	Contract, Project & Programme Management				
1.11.1	Contract, Project & Programme Management: Month 1				
1.11.2	Contract, Project & Programme Management: Month 2				
1.11.3	Contract, Project & Programme Management: Month 3				
1.11.4	Contract, Project & Programme Management: Month 4				
1.11.5	Contract, Project & Programme Management: Month 5				
Total Project 1					£90,257.37

Item Number	Description	Unit	Quantity	Rate	Price
Project 2 - Elver Pass Replacement					
WS1 applies					
2.1	Initial Site Inspection and Condition Survey				
WS2 applies					
2.2	Initial Assessment				
Applicable to all WSs					
2.11	Contract, Project & Programme Management				
2.11.1	Contract, Project & Programme Management: Month 1				
2.11.2	Contract, Project & Programme Management: Month 2				
2.11.3	Contract, Project & Programme Management: Month 3				
2.11.4	Contract, Project & Programme Management: Month 4				
2.11.5	Contract, Project & Programme Management: Month 5				
Total Project 2					£31,501.13
The total of the Prices					£121,758.50
The method and rules used to compile the Price List are:					
Civil Engineering Standard Method of Measurement 4 th edition (CESMM4) as per the Framework Price Workbook.					

Scope

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.

Project Background:

Black Sluice Pumping Station

Black Sluice pumping station is located close to Sandwich in the Dover district of Kent.

The *site* comprises a gravity discharge and pumping station with a hand raked screen and two Archimedes screw pumps. Each screw pump discharges via a flap valve to a common chamber which then discharges to the outfall via gravity.

The pumping station is a sheet piled structure with reinforced concrete channels for the screw pumps and a brick build building which houses the pump motors, gearboxes and Motor Control Centre (MCC).

The pump motors are manufactured by ABB and WEG and are rated at 75kW. The pump motors are started via ABB soft starters from their PSE range. Each pump has an automatic lubrication system and there is an emergency stop button adjacent to each of the pump motors. The existing pumping station is a double generic screw unit with grease lubricated bottom bearings.

Project 1 - Gearbox Replacement

The gearboxes on the screw pumps have both been refurbished relatively recently. Pump No.1 gearbox was the most recent refurbishment and the operations team reported that the gearbox was stripped in-situ, the parts taken away and then reassembled in-situ, including the use of fluid type gasket material on joints and covers. This has resulted in leaking seals and a backstop that only works intermittently. Screw pump No.1 is only currently used when necessary.

The motors have been highlighted for replacement along with the gearboxes, with the potential replacement of the starters with variable speed drive (VSD) units.

Project 2 - Eel Pass Replacement

The current Elver pass consists of a metal box section lined with bristles that runs up the side of the structure on the tidal side, through the concrete gantry dividing the two watercourses, and down the side of the structure on the river side via a metal box section lined with bristles. A small pump provides a continual water source to the pass all year round.

The existing pump is located on the North stream side of the gate. It is accessed from the existing gate building via an access hatch located on the grid platform within the building. The pump is located within a vertical guide and is pulled out of the river using a chain.

1.1 The Objective

The overall objective is to return (recondition) the asset back to condition Grade 2 or better, providing a minimum asset life (shall be considered as performance of the asset) of 10 years.

Grade	Rating	Description
1	Very Good	Cosmetic defects that will have no effect on performance.
2	Good	Minor defects that will not reduce the overall performance of the asset.
3	Fair	Defects that could reduce performance of the asset.

The specific objective of this contract is to undertake **pre-construction activities** to develop a technically and commercially viable design solution for each project. This may include:

- Site inspections and investigative surveys to assess current asset condition.
- Development and assessment of feasible repair or replacement options.
- Outline and/or detailed design development.
- Obtain licenses, permit and consents (such as FRAP and other permits).
- Preparation of a programme and associated Pricing Information for the construction phase.
- Other.

1.2 Outcome

The required outcome of this contract is to obtain sufficient technical, design, environmental, and permitting information to enable the *Client* to:

- develop a robust and evidence-based FBC (Full Business Case), and
- inform the budget and procurement strategy for the construction phase.

1.3 The works

1.3.1 Work Allocation Matrix

The *Contractor* shall undertake the *works* for each site as described in the Work Allocation Matrix below:

Work Stream	Description	Project 1 – PS Gearbox Replacement	Project 2 – Elver Pass Replacement
WS1	Condition Survey		X
WS2	Optioneering		X
<i>Client</i> -preferred solution required prior to entering WS3 to WS4			
WS3	Outline Design	X	
WS4	Detailed Design		

The *works* may be extended, at the *Client*'s discretion, to include WS3 for Project 2, subject to the AOMR Lot 2 Direct Allocation threshold not being exceeded.

1.3.2 Project Scope

1.3.2.1 Project 1 – Black Sluice PS Gearbox Replacement

Asset description

The asset **199256** is in **Sandwich Bay, Dover, Kent, CT13 9PE** (Grid reference is 51°16'45"N , 001°21'26"E).

Client-accepted solution

The *Client* has selected the following preferred solution from the Initial Assessment which the *Contractor* shall develop for Outline Design. The *works* shall include:

- Replacing the motors and gearboxes and pump bearings with new sealed for life units and VSDs.
- The *Contractor* shall ensure that the design solution provides sufficient load-bearing capacity to support the additional weight of the elver pass which is being proposed as part of **Project 2** below.
- The *Contractor* shall ensure that the repairs are designed to facilitate maintenance activities, including but not limited to maintaining access to existing assets, and allowing for the replacement of existing pumps, pipework, and any other associated elements within the pumping station.
- The *Contractor* shall liaise with the *Client* to ensure the above requirements are met and current or future maintenance activities are not affected.

The *Contractor* shall ensure that the *works* are delivered in accordance with the constraints in section 4.

Assumptions

The *Contractor* shall assume the following, when delivering the *works*:

- During the delivery stage, at least one pump is required to always remain operational.
- The *Contractor* shall prioritise works to Gearbox and Pump 2 in order to meet this requirement of the *Client*.
- If, during the Outline Design stage, the *Contractor* identifies that both pumps must be removed simultaneously for refurbishment of the pump station, the *Contractor* shall notify and liaise with the *Client* in accordance with the communication procedures identified in the contract.
 - If the *Client* gives acceptance for the simultaneous removal of both pumps, the *Contractor* shall proceed with the *works* and will include in the design suitable provisions for equipment and temporary works to support over pumping. The *Client* identifies this requirement as additional work for the *Contractor* beyond the existing Scope. This will be treated as a Change Event under the contract, the *Contractor* shall submit a separate quotation.
- Outline Design is to include sealed for life bearings to reduce the complexity of the pumping station and to not pollute the watercourse.

1.3.2.2 Project 2 – Elver Pass Replacement

Asset description:

The asset **532134** is in **Sandwich Bay, Dover, Kent, CT13 9PE** (Grid reference is 51°16'44"N , 001°21'26"E).

The asset is part of the Black Sluice complex adjoining the Project 1's location.

Problem

The following issues have been identified by the *Client* that need to be addressed by these *works*:

The current eel pass is non-compliant with The Eels (England and Wales) Regulations 2009.

Requirement

The *Contractor* shall provide Condition Survey (WS1) and Optioneering (WS2), and shall develop these and include as minimum the following:

- Options provided for full replacement of the elver pass that meets the requirements and objectives of the elver pass as set by the *Client*:
 - Elver pass dimensions, assume approximately 15 metres long and 0.5 metres wide.
 - Entrance angle must not exceed 30 degrees.
 - Removal of protruding metal section at the exit.

The *Contractor* shall meet the following requirements in delivering the *works*:

Pump System Modifications

- Develop options for installation of two (2) submersed pumps on a rack system to allow vertical movement for maintenance and filter changes.
- Redirect hose to maintain water flow under the floor and keep the pass wet.

Structural and Load Considerations

- The section of the pass located on the path must support vehicle traffic:
 - Current path section is assumed to support up to 11.5t wheel load.
 - Section inside pumping station is assumed to support up to 5t wheel load.

Entrance Area Requirements

- The flap near entrance must be lifted during operation. The *Contractor* is to ensure adequate width clearance.
- No existing stop log at entrance. The *Contractor* is to provide options for the installation of the stop log.
- Proposed stop log dimensions are assumed to be approximately 8m deep x 3m wide, which the *Contractor* will confirm during the Optioneering stage.

Access and Maintenance

- Entrance to elver pass is currently poor. The *Contractor* shall ensure access to proposed new elver pass has improvements included in the Options and meets the *Client* requirements for inspection and maintenance.
- The *Contractor* shall include a wood fence replacement at entrance to facilitate vegetation clearance and maintenance.
- The *Contractor* shall consider installing concrete or grasscrete around entrance to suppress vegetation growth, and *Contractor* to discuss options with the *Client* and *Client* to confirm preferred option selection ahead of Outline Design stage.

The *Contractor* shall ensure that the *works* are delivered in accordance with the constraints in section 4.

- The *Contractor* shall include in the Initial Assessment for the proposed Options that internal inspection is available for the *Client* following delivery of the elver pass.
- The *Contractor* shall schedule a site visit with the *Client* in the Condition Survey stage ahead of the Optioneering stage. The *Contractor* shall include notes from the site visit in the production of the Initial Assessment for **Project 2**. The *Contractor* must schedule the site visit to occur in parallel with the Outline Design stage for **Project 1**.

Assumptions

The *Contractor* shall initially assume the following, when delivering the *works*:

- The *Contractor* shall maintain low tide conditions by necessary temporary works. The *Contractor* shall assume the low tide is approximately 2-3 metres, and high tide is approximately 8 metres.

1.4 Workstream Descriptions

1.4.1 WS1 - Initial Site Inspection and Condition Survey

This section applies only to projects for which Workstream WS1 (Condition Survey) is allocated in the Work Allocation Matrix (Section 1.3.1).

The *Contractor* shall carry out a visual inspection of the asset to assess the extent of the deterioration. The output of this inspection shall be an **Initial Site Inspection and Condition Survey report** that identifies all visually identifiable defects below required condition with photograph evidence.

The *Contractor* shall submit an **Initial Site Inspection and Condition Survey report** within 3 weeks of the Starting Date or of the *Client's* instruction, unless otherwise agreed with the *Client*.

The *Contractor* shall collaborate with the *Client's* project team to review and validate any available documentation on the asset's history, such as drawings, previous repairs and existing reports.

1.4.2 WS2 - Optioneering (Initial Assessments, IA)

This section applies only to projects for which Workstream WS2 (Optioneering) is allocated in the Work Allocation Matrix (Section 1.3.1).

The *Contractor* shall produce an Initial Assessment (IA) report based on all the information provided, and surveys and investigations carried out up until this point. The findings from the IA shall be presented in a report format including but not limited to:

- The site and asset details include measurements and sketches, detailed asset background and issues.
- The *Contractor* shall present a maximum of four preliminary solution options including the preferred option where possible, that are feasible and in line with the program's objectives and the information provided by the *Client*. All options shall provide a minimum asset life of 10 years. Any deviations from this period shall be agreed with the *Client*.
- Where only a single option is applicable the *Contractor* shall summarise why and seek the *Client's* approval to proceed with single option.
- Environmental considerations with proposed mitigation/s.
- Site constraints, access constraints and site services (services impacted from works and services required for welfare and to carry out works) and mitigation measures.
- High level project risks, mitigation measures and ownership.
- Consents and Regulatory approvals required including their timescales, before work can commence on site.
- Site compound location(s), and suitable access routes to and from the site compound and working areas.
- Time schedule estimations for design works, consents & permits, long lead periods for construction related procurement activities (such as materials and plant), and construction works from start on site to project handover, including any mobilisation period.
- Surveys and investigations required to further develop each option.

The IA shall detail out the recommendations and estimations, how to carry out works or mitigate issues or disadvantages and justification for each suggestion and estimation. Photographic records and sketches of the preliminary design options shall be provided to supplement the suggestions and findings from the initial assessments. These photographic records should capture the entire area requiring works.

The *Contractor* shall complete and submit the IA report within 6 weeks of the Starting Date or of the *Client's* instruction, unless otherwise agreed with the *Client*.

The output from the IA shall be produced in the form of a report. The template for the report shall be previously accepted by the *Client*. An acceptable IA template report can be found in Site Information.

The *Contractor* submits their final preferred solution to the *Client* for acceptance, prior to progressing further design development.

1.4.3 WS3 - Outline Design

This section applies only to projects for which Workstream WS3 (outline design) is allocated in the Work Allocation Matrix (Section 1.3.1).

The *Contractor* shall develop an outline design based on a *Client*-accepted solution, incorporating all available information.

The outline design must include sufficient detail (i.e. drawings, sketches, buildability, materials, methods of construction, risks and mitigations, etc.) that allows for the *Contractor* to:

- Estimated Price the construction works
- Develop a Construction Programme
- Support applications for all licenses, permits, and consents with timelines exceeding 20 calendar days required to undertake construction works, such as:
 - Flood Risk Activity Permits (FRAP)
 - Natural England assents for designated areas (e.g., Sites of Special Scientific Interest – SSSI)
 - Marine Management Organisation (MMO) licences
 - Traffic management approvals and Public Right of Way (PRoW) diversions or closures
 - Other statutory or regulatory consents relevant to the works

The *Contractor* shall ensure the outline design's deliverables are in line with SHEW CoP.

The *Contractor* shall submit an **estimated Price for the construction works** of each project based on the *Client*-accepted solution to the *Client* for acceptance. Subject to the Price and at the *Client*'s discretion, the *Client* may:

- instruct the *Contractor* to progress design development into detailed design (WS4) if this workstream is not included in the Scope already; or
- instruct the removal of the detailed design (WS4) from the Scope if this workstream is included.

The *Contractor* shall submit the final outline design to the *Client* for acceptance.

1.5 Work streams applicable to WS3 & WS4

This section applies only to projects for which Workstream WS3 (Outline Design) or WS4 (Detailed Design) are allocated in the Work Allocation Matrix (Section 1.3.1).

1.5.1 Surveys and Investigations

Environmental surveys

The *Contractor* shall undertake the following environmental deliverables at the earlier of WS3 or WS4:

- A Preliminary Ecological Appraisal (PEA).
- An Environmental Action Plan (EAP) to support the design, construction and permits and consents.

The *Contractor* shall submit the environmental surveys for acceptance and shall allow a period of two weeks for the *Client* to review and either accept or not accept the submission.

Additional Surveys and Investigations

The *Contractor* shall undertake the surveys and investigation identified in the Price List or instructed under the contract (clause 14.2).

Based on the available information and discussions with the *Client*, the *Contractor* shall notify the *Client* of any additional surveys or investigations required to support design development and construction that haven't been identified in the contract. The *Client* may instruct the *Contractor* to carry out such additional surveys or investigations.

General

The *Contractor* shall undertake any enabling works required to facilitate surveys and investigations.

The *Contractor* prepares and applies for all consents and permits required to facilitate surveys and investigations as per 1.5.2.

The *Contractor* shall ensure all health, safety, and environmental measures are in place before undertaking intrusive works in line with SHEW CoP.

The *Contractor* shall provide detailed reports and test results from these investigations to inform the design process.

1.5.2 Consents and Permits

The *Contractor* prepares and applies for the consents and permits identified in the Price List or instructed under the contract (clause 14.2).

The *Client* provides the *Contractor* with a NEAS screening identifying all consents, permits, assessments, and assents.

Based on available information and discussions with the *Client*, the *Contractor* notifies the *Client* of any additional consents and permits required to undertake the works. The *Client* may instruct the *Contractor* to prepare and apply for these additional consents and permits.

The *Contractor* seeks all necessary assents, such as from Natural England, where required.

If a FRAP is required:

- The *Contractor* submits the FRAP application and allows 13 weeks between submission of a complete and valid FRAP application and determination by the relevant authority.
- The *Contractor* prepares and submits to the *Client* all information and assessments needed to support the FRAP application, including Habitat Regulations Assessments (HRA), Marine Conservation Zone (MCZ) assessments and Appendix 3 submissions.
- If information or assessments needed to support the FRAP are not identified in the Price List, this is a compensation event in accordance with the contract.

1.5.3 Construction scope development

The *Contractor* shall, in conjunction with the *Client*, develop the scope for the construction works for each project by providing input to the **Project Construction Works and Assumptions document**. This document is a live document that is updated as the design develops and may form part of the description of the Works in the construction contract.

1.5.4 Risk Register

The *Contractor* submits one only Risk Register for each project based on the *Client*-accepted solution, following completion of the later of the outline design or detailed design.

The *Contractor* shall prepare a Risk Register for each project, identifying key risks and associated mitigation measures relevant to the construction phase. The register shall include, but not be limited to:

- Site-specific risks relating to health and safety, environmental, technical, material procurement, consents and permits, and programme matters
- A risk assessment using a probability-impact matrix addressing both cost and time impacts
- Proposed mitigation measures for each identified risk
- Tracking residual risks following implementation of mitigation measures

1.5.5 Price for construction works

The *Contractor* submits a Price for the construction works of each project using the pricing_template.docx



Pricing_template.doc

x

The Pricing Information shall include demonstration of the application of the relevant AOMR Framework Pricing Workbook, with respect to T1 People and T2 Contractor Fee %, where applicable. The Pricing Information will otherwise include transparency (unit rates and quantities, or subcontract quotations) of pricing not covered by the AOMR Framework Pricing Workbook. The Pricing Information shall be used by the *Contractor* in preparing its assessment of any Prices requested in the Scope, accordingly, as supporting detail for its proposed activity schedule.

1.6 Contractor's Deliverables

The *Contractor* shall supply the following deliverables for each project:

- BIM Execution Plan (BEP) and Master Information Delivery Plan (MIDP),
- if WS1 (Condition Survey) applies, Initial Site Inspection and Condition Survey Report,
- if WS2 (Optioneering) applies, an Initial Assessment,
- If WS3 (Outline Design) or WS4 (Detailed Design) apply:

Surveys and Investigations

- Detailed reports and test results from any surveys and investigations
- Preliminary Ecological Appraisal (PEA).
- An Environmental Action Plan (EAP) to support design, construction and permits.

Licenses, permits and consents

- Evidence of all required licenses and permits and supporting documents.

Risk Register

Pre-Construction Information: The *Contractor* shall complete the sections that require input from the Designer and Principal Contractor.

Project Construction Works and Assumptions document

- If WS3 (Outline Design) applies:
 - Outline design, including drawings and sketches, calculations and specifications,
 - Estimated price for construction works,
 - Carbon assessment tools for the *Client*-chosen option,
 - Additional service data required from utility companies and other relevant third parties.
 - Documentation in line with the SHEW CoP, including but not limited to:
 - Design Risk Assessment (DRA), which they have consulted with the Principal Designer.
 - Buildability Statement, and
 - Hazard Maps.
 - Method of Works and any other supporting information that allows the *Contractor* to:
 - Apply for a FRAP,
 - Apply for Natural England assents for designated areas (i.e. Sites of Special Scientific Interest SSSI),
 - Apply for a MMO License, and
 - Apply for any other licenses, permits or consents with timelines exceeding 20 calendar days.

1.7 BIM requirements

The BIM Information Manager is the *Client*.

Within 3 weeks of contract award, the *Contractor* is to prepare and submit to the *Client* for acceptance a BIM Execution Plan (BEP) detailing how they propose to comply with the *Client*'s BIM standard/s and the *Client*'s requirements.

Within 3 weeks of contract award, the *Client* is to prepare and submit to *Contractor* the Information Delivery Plan (IDP).

The *Contractor* shall prepare the Master Information Delivery Plan (MIDP) for the *Client* within 3 weeks from receiving the Information Delivery Plan from the *Client*.

The *Contractor* uploads all final versions of documents required by the Scope, with BIM naming convention, to the project MIDP on the Asite system as they are delivered.

All activities in the Price List include their associated information deliverables. These are not treated as complete until the documentation is uploaded to Asite and accepted by the *Client*.

The *Contractor* shall participate in a one-hour Digital Information Maturity Assessment (DMAT) workshop with the *Client* at the end of the contract for each of the projects.

The *Contractor* shall adhere to the Exchange Information Requirements.

1.8 Carbon requirements

This section applies only to projects for which Workstream WS3 (Outline Design) is allocated in the Work Allocation Matrix (Section 1.3.1), or, if WS3 is not allocated, to projects for which Workstream WS4 (Detailed Design) is allocated.

Once a single solution has been identified by the *Client*, the *Contractor* shall submit the following carbon assessment tools via Asite to the SE NEAS Carbon Specialist as soon as practicable for verification:

- The Carbon Calculator, including the Carbon Budget Tool (embedded as a tab within the Carbon Calculator), and
- The Carbon Appendix, with the “FBC” (Full Business Case) tab completed.

This process requires active collaboration with the Carbon Specialist, including prompt implementation of any requested amendments. Amended tools must be resubmitted via Asite for formal verification and sign-off.

All submissions must align with the requirements and formats specified in LIT 14284: Whole Life Carbon Assessment Guidance.

1.9 Public Safety Risk Assessment (PSRA) requirements

This section applies only to projects for which Workstream WS4 (Detailed Design) is allocated.

Within 3 weeks of the *starting date* or of the *Client's* instruction, the *Client* provides the existing PSRA to the *Contractor*.

The *Contractor* reviews the PSRA. If the *Contractor* decides that the PSRA is not suitable, the *Contractor* notifies the *Client*. The *Client* issues a revised PSRA in response to the notification.

When the *Contractor* submits the detailed design, the *Contractor* either:

- states that there are no changes affecting public safety or that the changes are not significant, or
- includes in the design all changes affecting public safety.

1.10 General

This contract is capped to a maximum expenditure of £ 200k. The *Contractor* shall notify the *Client* if they are forecasting to exceed £ 175k on the contract and shall not exceed £ 200k without prior written approval from the *Client*.

The *Client* provides the *Contractor* with a NEAS screening identifying all consents, permits, assessments, and assents.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
9X5562-KSL04-002	D2	General Arrangement and Exterior Works
9X5562-KSL04-003	D1	Black Sluice elver pass details
9X5562-KSL04-301	D2	Trash Screen Support Frame
9X5562-KSL04-302	D2	Trash Screen Bar Detail
NS2_0086	1	Outfall cross section (2020)

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	Yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	Yes
Asset OMR Framework Deed of Agreement	04/03/2024	Yes
Asset OMR Framework Schedules	V1, 04/03/2024	Within AOMR framework
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V7, Apr 2025	Within AOMR framework
Exchange Information Requirements (BIM)	V3.1, Apr 2025	Within AOMR framework
Carbon Tools for budget calculation and reporting		ERIC carbon planning tool
Sustainability Measures Form		
Timber Policy Documents		Timber Procurement Available Here
Eels (England and Wales) Regulations 2009		Yes
Code of practice for electrical safety (CoPES): Part 1:	V3, 22/07/2020	Within AOMR framework
Code of practice for electrical safety (CoPES): Part 2:	V4, 22/7/2020	Within AOMR framework
MEICA: Management: Low voltage electrical equipment	V13	Within AOMR framework
LIT 13130 - Code of practice for electrical safety (COPES) - Electrical authorisation	V2, 22/09/2023	Within AOMR framework
Lot 2 - MEICA Specification and Annexes	1.7	Within AOMR framework
Environment Agency Specification. 2024-2028 Asset Operation, Maintenance and Response Framework For Lot 2 – Mechanical and Electrical, Instrumentation, Control and Automation (MEICA)	V 1.7 28/04/2023	Within AOMR framework
Minimum Technical Requirements	V 12 14/12/2018	Within AOMR framework

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* is to provide the works in accordance with the Asset OMR Framework Deed of Agreement and Schedules including the Technical Specifications.

The administration of the contract is to be carried out using the *Client's* contract management tools. All contractual communications are to be sent through the *Client's* contract management tools (FastDraft).

Payment applications shall be itemised to reflect the costs associated with each individual project.

Project 1

Access to Archimedes screws is through grills and will require further dewatering and temporary dam works which is not needed to replace the elver pass but will be needed to install rubber bumper.

Overhead cables: The *Contractor* shall bring suitable plant and delivery vehicles to site without interfering the cables. Good traffic management required.

The grooves of the stoplogs might not be fit for use, stoplogs might be required. The *Contractor* shall check if the grooves is fit for use and design temporary works accordingly. If grooves do not work, then the *Contractor* shall repair both the grooves in line with the designed stop logs.

Winter working is possible, but overpumping would be required. The *Contractor* shall make allowance for this in the Outline Design.

Project 2

The elver pass must be operable between 31st March to 30th September during migration season of elvers. Construction work needs to be scheduled outside this period. The *Contractor* shall take into consideration with the proposed programme for design and construction as part of the Optioneering stage.

Overhead cables: The *Contractor* shall include provisions to bring suitable plant and delivery vehicles to site without interfering the cables. Good traffic management required.

Path is assumed to be narrow and there is Public Rights of Way (PRoW). The *Contractor* is to consider access and manoeuvrability on the proposed works.

Working times

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

5. Requirements for the programme

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).

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 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 and, in any case,
- at no longer interval than 1 month from the starting date until Completion of the whole of the works.

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.

Item	Date by which it will be provided
Pre-Construction Information (Incl. Services Searches within 3 months)	Within four weeks of the <i>starting date</i> .
Initial NEAS screening for all sites	Within four weeks of the <i>starting date</i> .
FastDraft Access	Within four weeks of the <i>starting date</i> .
ASite - Access	Within four weeks of the <i>starting date</i> .
Asite – Information Delivery Plan (IDP)	Within four weeks of the <i>starting date</i> .
Landowners contact information, where required	Within four weeks of the <i>starting date</i> .

Site Information

Sites appendix.doc (as referenced in **The Client's Contract Data**)

The address of the site is:

The Black Sluice, Sandwich Bay, Dover, Kent, England, CT13 9PE, United Kingdom

With Grid Reference: **TR342305868 and TR3422658672**



Figure 1: Black Sluice Pumping station.



Figure 2: Satellite view of Black Sluice pumping station.

Project 1 – Black Sluice PS Gearbox Replacement



Figure 3: Black Sluice PS drive assembly

See Also:

ENV7005293R-JBA-00-00-AS-ME-0004-S3-P03-B1500-EA1-LOD1-Black_Sluice_PS_initial_Assessment - previous Initial Assessment for Project 1

Project 2 – Black Sluice PS Elver Pass Replacement

IA Template - Initial Assessment template

Elver Pass – photos folder containing photos from existing elver pass

Drawings - folder containing the drawings mentioned in Section 2

Black Sluice Eel Pass User Requirement Specification – previously produced to inform Optioneering for Project 2



Figure 4: Existing Elver Pass



Figure 5: Existing Eel Pump

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:	