Engineering and Construction Short Contract

Contract Data Forms

June 2017
(with amendments January 2023)

Template version history

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

NEC4 Engineering and Construction Short Contract

A contract between	**The Environment Agency** [redacted]
And	
For	**Lot 1 – Melton Brook Desilt:** • **Gleneagles Avenue (including culvert)** • **Mountain Road (including culvert)** • **Cannock Street (including culvert)** • **West of Rushey Mead Academy** • **Melton Road culvert** • ~~**West of Soar Valley College**~~ **Lot 1 – Scalford Brook Desilt**
	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]
Address for electronic communications	[redacted]
The *works* are	Desilting of localised sections of Melton Brook to improve conveyancing. Desilting of localised sections of Scalford Brook to improve conveyancing.
The *site* is	Gleneagles Avenue LE4 7HJ Mountain Road LE4 9NA Cannock Street LE4 9NF ~~behind Soar Valley College LE4 7YL~~ West of Rushey Mead Academy LE4 7PB Melton Mowbray, Leicestershire, LE13 1SP
The *starting date* is	16th June 2025
The *completion date* is	29th September 2025
The *delay damages* are	[redacted] Per day
The *period* for reply is	[redacted] weeks
The *defects date* is	[redacted] weeks after Completion

The *defects correction period* is	[redacted]	weeks
The *assessment day* is		of each month
The *retention* is		%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply		
The *Adjudicator* 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 *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	[redacted] % per complete week of delay.
Insert a rate only if a rate less than	
For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	
The *Client* provides this insurance	None

Insurance Table

Event	**Cover**	**Cover provided until**

[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 (including 2023 amendments) 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 correct 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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	Inflation

	At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the *starting date* and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate] The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the total of the Prices. If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	Breheny Civil Engineering Ltd	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is [redacted]		%
The *people rates* are	As per Pricing Workbook	
category of person	unit	rate
Project Manager		As per Framework rates
Quantity Surveyor		As per Framework rates
General Forman		As per Framework rates
The *published list of Equipment* is	[redacted]	
The *percentage for adjustment for Equipment* is		

Contract Data

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

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.	
The offered total of the Prices is	[redacted]
	Enter the total of the Prices from the Price List.
Signed on behalf of the *Contractor*	
Name	[redacted]
Position	Senior Contracts Manager
Signature	[redacted]
Date	
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client*	
Name	[redacted]
Position	Operations Manager [redacted]
Signature	[redacted]
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	Qty	Rate	Price
	Melton Brook Desilt				
1	**Mobilization**	sum			
	· Site set up				
	· Demarcation of underground/overhead Utilities/services				
	· Establish site welfare facilities, etc.				
	· Establish/fence off working and silt storage area(s)				
	Others (please specify)				
1a	**Time Related Prelim - People**				
	PM	Day			
	Site Agent	Day			
	Quantity Surveyor	Day			
	General Foreman	Day			
	Ecologist	Day			
1b	**Time Related Prelim – Equipment**				
	CCTV/Security				
	Fencing and protection	Sum			
	8 seater Vehicle mobile staffroom with welfare facilities + Servicing	Day			
	Straw Bales for Sediment protection	Sum			
	Sedimats	Sum			
	Fish Rescue	Sum			

	DO monitoring units and calibration	Sum	[redacted]		
	Trackmat protection	Sum			
	Additional goalpost and service protection	Sum			
1c	**General Prelims**				
	Signage, small tools and equipment	Sum			
2	**Permit/License**				
	- Invasive Alien Species (IAS) license application to Natural England	sum			
	- CU 1.25 Provision of traffic management Allowance for full design and deployment, for 3-way control, on 2 carriageway highway (Max speed 40mph) – Gleneagles Avenue and Melton Road	sum			
	Others (please specify)				
	EAP	No			
3	**Culvert Desilting Works**				
	- **Gleneagles Avenue Culvert**				
	- **Melton Road Culvert**				
	- **Mountain Road**				
	- **Cannock Street**				
	Please provide costing below under T3b – Schedule of Culverts Works under Lot 1 Price Workbook.				

CU 1.1	Provision of the report on the CCTV survey as detailed in the specification.	item	[redacted]		
CU 1.3	Provision of person entry team for camera assist (Price for 5 person team at NC3) this would be where RAMS determine risks are adequately addressed not to warrant dedicated rescue team.	day			
CU 1.5	Provision of dedicated Rescue Team on site (price for 3-person team)	[redacted]			
CU 1.6	Provision of a medium risk confined space operative (No.2 operatives)	day			
CU 1.7	Provision of a medium risk confined space operative (No.4 operatives)	[redacted]			
CU 1.9	Silt / soil sample and analysis per sample per site	item			
	(Note: this item will be used after the silt sample test result received and confirmed).				
CU 1.12	Waste removal and disposal to an appropriate waste disposal facility off site: Non Hazardous - Rate to be based upon 28 tonnes of wet material, to be moved 8m from culvert clearance area. Receiving vehicle/plant is placed on adjacent roadway Access is normal and no requirement for Traffic control.	tonne			
	. – **Gleneagles Avenue**				
	(Note: this item will be used after the silt sample test result received and confirmed).				
CU 1.12	Waste removal and disposal to an appropriate waste disposal facility off site: Non Hazardous - Rate to be based upon 28 tonnes of wet material, to be moved 8m from culvert clearance area. Receiving vehicle/plant is placed on adjacent roadway Access is normal and no requirement for Traffic control.	tonne	[redacted]		

	– Melton Road				
	(Note: this item will be used after the silt sample test result received and confirmed).				
CU 1.12	Waste removal and disposal to an appropriate waste disposal facility off site: Non Hazardous - Rate to be based upon 28 tonnes of wet material, to be moved 8m from culvert clearance area. Receiving vehicle/plant is placed on adjacent roadway Access is normal and no requirement for Traffic control.	tonne			
	. **– Mountain Road**				
	(Note: this item will be used after the silt sample test result received and confirmed).				
CU 1.12	Waste removal and disposal to an appropriate waste disposal facility off site: Non-Hazardous - Rate to be based upon 28 tonnes of wet material, to be moved 8m from culvert clearance area. Receiving vehicle/plant is placed on adjacent roadway Access is normal and no requirement for Traffic control.	tonne			
	. **– Cannock Street**				
	(Note: this item will be used after the silt sample test result received and confirmed).				
CU 1.13	Provision of Jet-Vac recycler over 30 tonnes gvw (price for inclusion of necessary operatives)	day			
	Other (please specify)				
CU 1.17	Provision of Additional hoses for de watering operation above initial 12m deployment.	m			
CU 1.21	Provision of Damming - gravel bags & membrane. Pricing based upon 6m wide dam, to water depth 0.6m	m			

CU 1.26	Silt mitigation - bales/sedimats, installation and removal. Pricing shall be based upon 6m wide dam, to water depth 0.6m.	m	[redacted]
CU1.18	Provision of Remote Operated Vehicle survey, report, MH Cards, Photos and Video. Culvert to be standard construction, with water depth no grater that 0.3m. Culvert dia above 300mm.	day	
CE1.20	Provision of 1 x 4" pump , required as additional requirement for de watering/ supporting work. Allowance for deployment within 8m of watercourse. All pipework, (both intake and outlet) to be included. Pump will be on site for one week. Pumping 6 hours per day. Allowance will include re-fuelling and service.	day	
NSI	Roll on Roll off Skip	day	
	Others - please specify		
4	**Desilting Works – Open Channel**		
	T2 Equipment		
	2.4) Greater than 15t up to and including 20t	day	
	- Plant operator	day	
	1.6) Greater than 5t up to and including 10t	day	
	- Plant operator	day	
	Others (please specify)		
	5) Disposal		
	- E532.1 Disposal of excavated material (subsoil's) to appropriately licenced landfill site.	tonne	

	Waste Code 17 05 04 (Non-hazardous)	
	Note: Item to be used for disposal will be confirmed after the silt sample result received	
	- Others (please specify)	
NSI	Green Waste Skip and disposal	sum
5	**Demobilization**	Sum
	- Site clearance and reinstatement accepted by the Client and landowner	
	- Inspection and acceptance by the Client	
	- Submission of transfer notes	
	- Submission of Health and Safety File	
	Others (please specify)	
	Scalford Brook Desilt	
1	**Mobilization**	sum
	· Site set up	
	· Demarcation of underground/overhead Utilities/services	
	· Establish site welfare facilities, etc.	
	· Establish/fence off working and silt storage area(s)	
	Others (please specify)	
1a	**Time Related Prelim - People**	
	PM	Day
	Site Agent	Day

	Quantity Surveyor	Day	[redacted]
	General Foreman	Day	
	Ecologist	Day	
1b	**Time Related Prelim – Equipment**		
	Fencing and protection	Sum	
	Welfare and Office static accommodation (Welfare to include canteen, WC and shower facility) + Servicing	Week	
	Straw Bales for Sediment protection and silt lagoons	Sum	
	Materials, labour and removal of silt pens	Sum	
	Bubble Curtain and Compressor	Sum	
	Sedimats	Sum	
	Installation and removal of sediment protection	Sum	
	Fish Rescue	Sum	
	Fencing and wall protection/scaffold	Sum	
	DO monitoring units and calibration	Sum	
1c	**General Prelims**		
	Signage, small tools and equipment	Sum	
	CCTV/Security	Sum	
2	**Permit/License**		
	- Invasive Alien Species (IAS) license application to Natural England	sum	
	Others (please specify)		
	EAP	Sum	
3	**Desilting Works – Culvert**		
	- **Thorpe End Culvert**		

	- **Regent Street Culvert**	
	Please provide costing below under T3b – Schedule of Culverts Works under Lot 1 Price Workbook. *Dependant on the cost and budget availability, the Client reserved the right to remove the Thorpe End culvert from the contract.*	
CU 1.1	Provision of the report on the CCTV survey as detailed in the specification.	item
CU 1.2	Provision of a 2 person CCTV gang working on site for standard NC2 entry. Entry point within 10m of suitable meeting point. Access via existing steps/ in situ access arrangement.	day
CU 1.3	Provision of person entry team for camera assist (Price for 5 person team at NC3) this would be where RAMS determine risks are adequately addressed not to warrant dedicated rescue team.	day
CU 1.5	Provision of dedicated Rescue Team on site (price for 3-person team)	day
CU 1.6	Provision of a medium risk confined space operative (No.2 operatives)	day
CU 1.7	Provision of a medium risk confined space operative (No.4 operatives)	day
CU 1.9	Silt / soil sample and analysis per sample per site	item
CU 1.12	Waste removal and disposal to an appropriate waste disposal facility off site: Non Hazardous - Rate to be based upon 28 tonnes of wet material, to be moved 8m from culvert clearance area. Receiving vehicle/plant is placed on adjacent roadway Access is normal and no requirement for Traffic control.	tonne
	(Note: this item will be used after the silt sample test result received and confirmed).	

[redacted]

CU 1.13	Provision of Jet-Vac recycler over 30 tonnes gvw (price for inclusion of necessary operatives)	day	[redacted]
CU 1.17	Provision of Additional hoses for de watering operation above initial 12m deployment.	m	
CU 1.18	Provision of Remote Operated Vehicle survey, report, MH Cards, Photos and Video. Culvert to be standard construction, with water depth no grater that 0.3m. Culvert dia above 300mm.	day	
CU 1.20	Provision of 1 x 4" pump , required as additional requirement for de watering/ supporting work. Allowance for deployment within 8m of watercourse. All pipework, (both intake and outlet) to be included. Pump will be on site for one week. Pumping 6 hours per day. Allowance will include re-fuelling and service.	day	
CU 1.21	Provision of Damming - gravel bags & membrane. Pricing based upon 6m wide dam, to water depth 0.6m	m	
CU 1.26	Silt mitigation - bales/sedimats, installation and removal. Pricing shall be based upon 6m wide dam, to water depth 0.6m.	m	
NSI	Scaffolding	week	
	Others - please specify		
4	**Desilting Works – Open Channel**		

	Brook upstream of Thorpe End up to downstream of Regent Street Culvert		[redacted]
	Vegetation Clearance		
	Clearance Team	sum	
	T2 Equipment		
	2.4) Greater than 15t up to and including 20t	day	
	- Plant operator	day	
	1.6) Greater than 5t up to and including 10t	day	
	- Plant operator	day	
	- Others (please specify)		
	Telescopic Clamshell Grab	Sum	
	5.8) Tracked dumper (swivel) less than 5t	day	
	- Plant operator	day	
	5.15) Hiab Lorry greater than 10t	day	
	- Plant operator	day	
	5) Disposal		
	- E532.1 Disposal of excavated material (subsoil's) to appropriately licenced landfill site. Waste Code 17 05 04 (Non-hazardous)	tonne	
	- E532.1 Disposal of excavated material (subsoil's) to appropriately licenced landfill site. Waste Code 17 05 04 (Non-hazardous)	tonne	
	Note: Item to be used for disposal will be confirmed after the silt sample result received		
	- Others (please specify)		

	Green Waste Skip and Disposal	sum	[redacted]
5	**Demobilization**	Sum	
	- Site clearance and reinstatement accepted by the Client and landowner		
	- Inspection and acceptance by the Client		
	- Submission of transfer notes		
	- Submission of Health and Safety File		
	- Others (please specify)		
	Total		

The method and rules used to compile the Price List are

[redacted]

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

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.

Background

The main objectives of the project are:

- Reduce the severity of flooding at Gleneagles Avenue by increasing the conveying along the channel upstream and downstream.
- Provide an adequate silt management plan to manage silt ingress which will have a significant negative impact on Watermead Country Park Local Nature Reserve (LNR) and River Soar / Grand Union Canal Low Water Surface (LWS).
- Deliver the works outside of the coarse fishing season (June 16th to March 14th inclusive) and within any environmental, ecological, fisheries and geomorphology constraints that have been highlighted by the Environment Agency.
- Deliver the works with zero accidents and complaints from 3rd party stakeholders that are in the responsibility of the *Contractors* to manage.

Works to include removal of silt from Melton Brook channel to improve conveyance. Build-ups particularly noted at Gleneagles Avenue culverts, Mountain Road culvert, Cannock Street culvert, Melton Road culvert, upstream and downstream of Gleneagles Avenue, upstream and downstream of Mountain road and Cannock street culverts, ~~west of Soar Valley College,~~ west of Rushey Mead Academy, upstream of Melton Road bridge and Melton Road bridge culvert.

Locations of silt will need assessing prior to work starting as more is being deposited with each heavy rainfall.

Flooding occurred in January 2024 on an industrial estate upstream of Cannock Street, and at Gleneagles Avenue following slow flow and overtopping. No work has been performed on the Melton Brook for some years.

Melton overflow channel is designed to take 10% AEP flows, contingent on channel being unimpeded.

The main aim of these works is to improve conveyance of water along Melton Brook and Scalford Brook at the listed locations and desilting to this extent has not been undertake at these locations for some lengthy period. This is to be achieved by removing the large silt bund located upstream and downstream of some of the culverts, in the culverts listed.

The *Contractor* will be responsible for designing, supplying and installing any temporary works such as silt curtains upstream and downstream of the works, applying for Invasive Active Species licence and any traffic management. A silt curtain or other appropriate methods must be used to capture fine sediments whilst working to prevent siltation of gravel downstream.

Description of the works

Melton Brook Desilt

Gleneagles Avenue

Planning & Permits
The *Contractor* shall:

- Apply for and secure any permit for traffic management, supply and manage traffic management for the duration of the works.

Fish rescue

- *Contractor* to carry our silt sampling to be tested at an accredited laboratory test center to determine if the waste is hazardous or non-hazardous. For the purpose of tender pricing, the *Contractor* is to provide costs for both the hazardous and non-hazardous waste (**circa 83 tonnes**). The classification of waste will be confirmed after the silt sampling test result is received and will use the price either for hazardous or non-hazardous.
- If, following the results of the silt sampling, the samples come back as hazardous, there will be a Compensation Event to uplift the rates in the price list for silt removal and dispersal. This will be in line with the *Contractors'* tender response, [redacted] This applies to all locations in Scope of this contract.
- Produce a suitable silt management plan to prevent fine sediment pollution from entering the watercourse. Undertake water quality (WQ) readings (dissolved oxygen, temperature) twice daily 20m downstream of the work area limit. The baseline measurements should be taken twice daily 20m upstream of the upper work limits for comparison with downstream measurements. If downstream water quality readings differ from upstream baseline or sediment is mobilized into the river, works should be stopped immediately until the cause is identified and rectified.
- Undertake water quality (WQ) readings (dissolved oxygen, temperature) twice daily 20m downstream of the work area limit. The baseline measurements should be taken twice daily 20m upstream of the upper work limits for comparison with downstream measurements.

Desilting

- Provide resources on site to undertake a watching brief visual for any signs of potential ecological impacts arising from the works.
- Desilt upstream, quantity is circa (20m (length) x 1.5m(average width) x 0.5m (average depth) x 1.9 t/m^3 **– 29 tonnes.**
- Desilt downstream, quantity circa (10m (length) x 4.0m(average width) x 0.7m (average depth) x 1.9 t/m^3 **– 54 tonnes.**
- Removal and disposal of sediments from upstream and downstream and inside the twin culverts. (Note: Dependent on the cost and budget availability, the *Client* reserves the right to remove the Gleneagles Avenue culvert from the contract.)
- Provide pumps with screens if they are used to extract silt or over pump a dry working area. The screens must be fitted to any pump suction pipes to prevent fish being macerated. Suitable screening sizes need to be agreed with the local Environment Agency fisheries officer.

Cannock Street

Planning & Permits

The *Contractor* shall:

- Apply for and secure any permit for traffic management, supply and manage traffic management for the duration of the works.

Fish rescue

- *Contractor* to carry our silt sampling to be tested to accredited laboratory test center to determine if the waste is hazardous or non-hazardous. For the purpose of tender pricing, the *Contractor* is to provide costs for both the hazardous and non-hazardous waste (**circa ~~48.5~~ 112 tonnes**). The classification of waste will be confirmed after the silt sampling test result is received and will use the price either for hazardous or non-hazardous.
- If, following the results of the silt sampling, the samples come back as hazardous, there will be a Compensation Event to uplift the rates in the price list for silt removal and dispersal. This will be in line with the *Contractors'* tender response, [redacted] This applies to all locations in Scope of this contract.
- Produce a suitable silt management plan to prevent fine sediment pollution from entering the

watercourse. Undertake water quality (WQ) readings (dissolved oxygen, temperature) twice daily 20m downstream of the work area limit. The baseline measurements should be taken twice daily 20m upstream of the upper work limits for comparison with downstream measurements. If downstream water quality readings differ from upstream baseline or sediment is mobilized into the river, works should be stopped immediately until the cause is identified and rectified.

- Undertake water quality (WQ) readings (dissolved oxygen, temperature) twice daily 20m downstream of the work area limit. The baseline measurements should be taken twice daily 20m upstream of the upper work limits for comparison with downstream measurements.

Desilting

- Provide resources on site to undertake a watching brief visual for any signs of potential ecological impacts arising from the works.
- Desilt upstream, quantity is circa (5.2m (length) x 1.5m(average width) x 0.3m (average depth) x 1.9 t/m^3 **– 4.5 tonnes.**
- Desilt upstream, quantity is circa (13m (length) x 2.0m (average width) x 0.5m (average depth) x 1.9 t/m^3 **– 25 tonnes.**
- Desilt downstream, quantity circa (15m (length) x 3.1m(average width) x 0.5m (average depth) x 1.9 t/m^3 **– 44 tonnes.**
- Desilt inside of RHS culvert, quantity circa (11.8m (length) x 3.4m (average width) x 0.5m (average depth) x 1.9 t/m3 **– 38 tonnes.**
- Removal and disposal of sediments from upstream, ~~– and~~ downstream and inside of RHS ~~of the twin~~ culvert~~s~~.
- Provide pumps with screens if they are used to extract silt or over pump a dry working area. The screens must be fitted to any pump suction pipes to prevent fish being macerated. Suitable screening sizes need to be agreed with the local EA fisheries officer.

Mountain Road

Planning & Permits

The *Contractor* shall:

- Apply for and secure any permit for traffic management, supply and manage traffic management for the duration of the works.

Fish rescue

- *Contractor* to carry our silt sampling to be tested to accredited laboratory test center to determine if the waste is hazardous or non-hazardous. For the purpose of tender pricing, the *Contractor* is to provide costs for both the hazardous and non-hazardous waste (**circa ~~63~~115 tonnes**). The classification of waste will be confirmed after the silt sampling test result is received and will use the price either for hazardous or non-hazardous.
- If, following the results of the silt sampling, the samples come back as hazardous, there will be a Compensation Event to uplift the rates in the price list for silt removal and dispersal. This will be in line with the *Contractors'* tender response, [redacted]s. This applies to all locations in Scope of this contract.
- Produce a suitable silt management plan to prevent fine sediment pollution from entering the watercourse. Undertake water quality (WQ) readings (dissolved oxygen, temperature) twice daily 20m downstream of the work area limit. The baseline measurements should be taken twice daily 20m upstream of the upper work limits for comparison with downstream measurements. If downstream water quality readings differ from upstream baseline or sediment is mobilized into the river, works should be stopped immediately until the cause is identified and rectified.
- Undertake water quality (WQ) readings (dissolved oxygen, temperature) twice daily 20m downstream of the work area limit. The baseline measurements should be taken twice daily 20m upstream of the upper work limits for comparison with downstream measurements.

Desilting

- Provide resources on site to undertake a watching brief visual for any signs of potential ecological impacts arising from the works.

- Desilt upstream, quantity is circa (6m (length) x 3m (average width) x 0.5m (average depth) x 1.9 t/m^3 – **17 tonnes.**
- Desilt downstream, quantity circa (15m (length) x 4m (average width) x 0.4m (average depth) x 1.9 t/m^3 **– 46 tonnes.**
- Desilt inside of LHS culvert, quantity circa (13.6m (length) x 3.4m (average width) x 0.6m (average depth) x 1.9 t/m3 **– 52 tonnes.**
- Removal and disposal of sediments from upstream, ~~and~~ downstream and inside of LHS ~~of the twin~~ culvert~~s~~.
- Provide pumps with screens if they are used to extract silt or over pump a dry working area. The screens must be fitted to any pump suction pipes to prevent fish being macerated. Suitable screening sizes need to be agreed with the local EA fisheries officer.

West of Rushey Mead Academy

Planning & Permits

The *Contractor* shall:

- Apply for and secure any permit for traffic management, supply and manage traffic management for the duration of the works.

Fish rescue

- *Contractor* to carry our silt sampling to be tested to accredited laboratory test center to determine if the waste is hazardous or non-hazardous. For the purpose of tender pricing, the *Contractor* is to provide costs for both the hazardous and non-hazardous waste (**circa 69 tonnes**). The classification of waste will be confirmed after the silt sampling test result is received and will use the price either for hazardous or non-hazardous.
- If, following the results of the silt sampling, the samples come back as hazardous, there will be a Compensation Event to uplift the rates in the price list for silt removal and dispersal. This will be in line with the *Contractors'* tender response, [redacted]. This applies to all locations in Scope of this contract.
- Produce a suitable silt management plan to prevent fine sediment pollution from entering the watercourse. Undertake water quality (WQ) readings (dissolved oxygen, temperature) twice daily 20m downstream of the work area limit. The baseline measurements should be taken twice daily 20m upstream of the upper work limits for comparison with downstream measurements. If downstream water quality readings differ from upstream baseline or sediment is mobilized into the river, works should be stopped immediately until the cause is identified and rectified.
- Undertake water quality (WQ) readings (dissolved oxygen, temperature) twice daily 20m downstream of the work area limit. The baseline measurements should be taken twice daily 20m upstream of the upper work limits for comparison with downstream measurements.

Desilting

- Provide resources on site to undertake a watching brief visual for any signs of potential ecological impacts arising from the works.
- Desilt upstream, quantity is circa (20m (length) x 4.5m(average width) x 0.4m (average depth) x 1.9 t/m^3 **– 69 tonnes.**
- Removal and disposal of sediments from upstream, downstream and inside RHS culvert. (Note: Dependent on the cost and budget availability, the Client reserved the right to remove the West of Rushey Mead culvert from the contract.)
- Provide pumps with screens if they are used to extract silt or over pump a dry working area. The screens must be fitted to any pump suction pipes to prevent fish being macerated. Suitable screening sizes need to be agreed with the local EA fisheries officer.

~~**West of Soar Valley College**~~

~~Planning & Permits~~

~~The *Contractor* shall:~~

- ~~Apply for and secure any permit for traffic management, supply and manage traffic management for the duration of the works.~~

~~Fish rescue~~

- ~~*Contractor* to carry our silt sampling to be tested to accredited laboratory test center to determine if the waste is hazardous or non hazardous. For the purpose of tender pricing, the *Contractor* is to provide costs for both the hazardous and non hazardous waste (**circa 24 tonnes**). The classification of waste will be confirmed after the silt sampling test result is received and will use the price either for hazardous or non-hazardous.~~
- ~~Produce a suitable silt management plan to prevent fine sediment pollution from entering the watercourse. Undertake water quality (WQ) readings (dissolved oxygen, temperature) twice daily 20m downstream of the work area limit. The baseline measurements should be taken twice daily 20m upstream of the upper work limits for comparison with downstream measurements. If downstream water quality readings differ from upstream baseline or sediment is mobilized into the river, works should be stopped immediately until the cause is identified and rectified.~~

~~Desilting~~

- ~~Provide enough resources on site to have a watching brief in place to be constantly visual for any signs of potential ecological impacts arising from the works.~~
- ~~Desilt upstream, quantity is circa (16m (length) x 1.5m(average width) x 0.4m (average depth) x 1.9 t/m^3 **= 19 tonnes.**~~
- ~~Desilt downstream, quantity circa (10m (length) x 0.5m(average width) x 0.45m (average depth) x 1.9 t/m^3 **= 5 tonnes.**~~
- ~~Removal and disposal of sediments from upstream and downstream of the footbridge.~~
- ~~Provide pumps with screens if they are used to extract silt or over pump a dry working area. The screens must be fitted to any pump suction pipes to prevent fish being macerated. Suitable screening sizes need to be agreed with the local EA fisheries officer.~~

Construction Works (Melton Brook)

The *Contractor* will provide the following for each site or group of sites:

- Start Up Meeting including *Client* and Principal Designer where applicable.
- Ongoing liaison with the Principal Designer where applicable.
- Removal and disposal at an appropriate facility (as local to the site/s as possible), all waste materials arising from the works.
- Prepare and complete a Site Waste Management Plan.
- Supply of a Health & Safety File for the completed works.
- Apply for the Invasive Alien Species (IAS) license from Natural England after the project award (minimum 30 working days processing).
- *Contractor* to undertake a photographic condition survey of the site access and working area(s) and temporary site compound prior to start on site.
- Take photographs during the working week to be attached to the weekly progress reports to be sent in electronic format to the *Client*.
- Design, supply and install any temporary works such as silt curtains upstream and downstream of the works. A silt curtain or other appropriate methods must be used to capture fine sediments whilst working to prevent siltation of gravel downstream. Provide access ladder (or similar) to the brook, culvert and security fences (heras fencing).

Scalford Brook Desilt

- **Open Channel Desilt**

NOTE: Operative(s) access from immediately downstream right-hand side of Thorpe End Culvert is NOT PERMITTED due to unstable brick wall.

Desilting, vegetation clearance and removal of obvious rubbles from the downstream of Thorpe End Culvert to downstream of Regent Street Bridge with an approximate length 210m and upstream of Thorpe End culvert with an approximate length of 16m. There are footbridges, a utility/cable bridge and adjacent Electricity sub-station located downstream of Thorpe End Culvert to Regent Street Bridge. The estimated volume of silt upstream of Thorpe End Culvert is 22.20 tonnes, from downstream of Thorpe End Culvert to Regent Street culvert is 127.80 tonnes and downstream of Regent Street culvert is 21.60 tonnes. There is a section of the brook started immediately downstream of Thorpe End Culvert where operatives are not allowed to enter due to unstable brick wall located on the right side of the brook. Long reach Flail mower (or similar) for vegetation clearance and long reach excavator for the desilt are to be used within this section.

- **Removal of silt from under Thorpe End and Regent Street culverts.**

Removal of silt, obvious rubbles /debris inside the Thorpe End and Regent Street Bridge culverts with an approximate length of 48.5m and 11.5m. The estimated volume of silt inside the Thorpe End Culvert is 169.20 tonnes and under Regent Street is 14.40 tonnes.

The above works must comply with SHEW CoP.
Note: Dependant on the cost and budget availability, the *Client* reserved the right to remove the Thorpe End culvert from the contract.

Construction works
The *Contractor* shall undertake and provide the following after the *Client* and the Principal designer has accepted the Construction Phase Plan and the Risk Assessment and Method Statement and the approved Pre-Construction Management Tool is issued by the PD. The required permit(s) or license(s) should apply by the contractor as soon as the project is awarded to prevent the project delay.

- *Contractor* to apply for the Invasive Alien Species (IAS) license from Natural England after the project award (minimum 30 days processing).
- Pre-commencement/Start up meeting on site on the first day including *Client* (and Principal designer if required)
- Ongoing liaison with the Principal Designer (if PD is required)
- The potential site access to each section of work, temporary site compound and working areas are shown on the issued layout plan as part of Scalford Brook PCI appendices. *Contractor* to review and confirm the locations and area required ($m^{2)}$ to the Client. The Environment Agency Estate team required minimum of two weeks prior to start on site for issuing Notice of Entry. If the layout plan is not acceptable, *Contractor* to prepare their own Site Layout plan(s) and provide this to the *Client's* to discuss with the Environment Agency Estate at least three weeks prior to start on site.
- *Contractor* to carry our silt sampling to be tested to accredited laboratory test center to determine if the waste is hazardous or non-hazardous. For the purpose of tender pricing, the *Contractor* is to provide costs for both the hazardous and non-hazardous waste. The classification of waste will be confirmed after the silt sampling test result is received and will use the price either for hazardous or non-hazardous.
- If, following the results of the silt sampling, the samples come back as hazardous, there will be a Compensation Event to uplift the rates in the price list for silt removal and dispersal. This will be in line with the *Contractors'* tender response, [redacted]. This applies to all locations in Scope of this contract.
- *Contractor* to undertake a photographic condition survey of the site access and working area(s) and temporary site compound prior to start on site.
- *Contractor* to take photographs during the working week to be attached to the weekly progress reports to be sent in electronic format to the *Client*.
- *Contractor* to produce a risk assessment and control measures to prevent unauthorized access to the working areas (including unstable brick wall), site accesses and temporary site compound.
- *Contractor* to supply and install temporary works such as silt migration control measures, access ladder (or similar) to the brook, culvert and security fences (heras fencing).
- Contractor to undertake water quality (WQ) readings twice daily within 20m downstream of the working area. The baseline measurements should be taken twice daily 20m upstream of the working area for comparison with downstream readings.

- *Contractor* to undertake vegetation clearance immediately downstream right-hand side of Thorpe End culvert up to the pedestrian access gate (palisade) using mechanical aid due to unstable single brick wall. No operatives to work or access close or within the section of this unstable brick wall.
- Desilting of approximately 16m upstream of Thorpe End culvert – ladder access (or similar) is required.
- Desilting, vegetation clearance and removal of obvious rubbles from the downstream of Thorpe End Culvert to Regent Street Bridge with an approximate length of 210m. Dependent on the *Contractor's* methodology, a combination of long reach excavator, mini excavator (or similar) working on the channel and vacuum tanker can be used to carry out the desilting works on this section. (SK7573819197 to SK7569218994 – *See Appendix C - Scalford Brook Desilt, Melton Mowbray - Layout Plan). See Appendix B – Scalford Brook Desilt Photographs for additional information.*
- Desilting, vegetation clearance and removal of obvious rubbles from the downstream of Regent Street Bridge with an approximate length of 19.0m.
- *Contracto*r to undertake the fish rescue if tracked machine is to be used for any in-channel work.

Culvert Desilt – Confined Spaces Works

Thorpe End Culvert – Vacuum tanker (or similar)

- Removing silt inside the Thorpe End Culvert with an approximate length of 48.50m using a vacuum tanker or similar. *See Appendix F – 1. Thorpe End Culvert CCTV Survey Report and Video Footage. See Appendix B – Scalford Brook Desilt Photographs for additional information.*
- Removing the silt under the Regent Street Road Bridge with an approximate length of 11.50m using a vacuum tanker or similar. *See Appendix B – Scalford Brook Desilt Photographs for additional information.*
- Temporary road closure might be required depending on the *Contractor's* construction methodology. If required, this needs to be applied by the *Contractor* to the local authority as soon as possible (after project award) to avoid project delay.

Excavated Silt Disposal

- Preparation and completion of a Site Management Waste Plan (SWMP)
- Disposal of excavated silt from site to approved landfill site using the approved Invasive Alien Species (IAS) license from Natural England. A Sealed Tipper Haulage Wagon (or similar) is required to directly haul/dispose of the silt or use a Roro skip (or similar) to temporary store the excavated silt before hauling to the approved landfill site.
- A site visit to be arranged by the *Contractor* with the *Client* and the Landowner after the reinstatement/completion of works.
- A final site visit to be arranged by the *Contractor* to the *Client* after the completion of the works and before the plant/machinery demobilization.
- Supply of a Health & Safety File for the completed works including any drawings and site-specific information.

General Requirements

The *Contractor* will undertake a pre-condition survey prior at each site prior to the start of works (to include as a minimum access, adjacent land, storage and compounds). Any areas used for compound area must be reinstated prior to the *Contractor* leaving site.

The *Contractor* will be responsible to undertake silt samples along the Melton Brook, review the silt analysis and include in the contract the disposal of the silt to an acceptable waste facility.

All reasonable steps must be taken to avoid increased erosion of the banks and siltation of downstream and upstream of all the sites.

Pollution prevention measures to be undertaken in accordance with the Environment Agency's SHEW CoP Sections 3.5 & 4.36.

Traffic Management

Where required the *Contractor* will erect site signs and Traffic Management prior to commencement of work. The *Contractor* will ensure that all necessary approvals are granted before installation of traffic management.

Access to the Working Areas

The *Contractor* shall notify the *Client* 2 weeks in advance of their intention to first enter or occupy each area of ownership or occupation within the Site. Access will be arranged by the *Client*.

The *Contractor* shall provide the following information to the *Client* no less than 3 weeks prior to intended first entry to each area of ownership or occupation with the Working Areas:

- Marked up plan of the Working Areas required,
- Duration of the works and entry requirements,
- Details of the works to be undertaken,
- Access, security and temporary fencing arrangements and
- Site safety requirements per Notification of Entry

The *Contractor* shall maintain safe access and egress routes for pedestrians and vehicles where existing routes are affected by the works. The safe access and egress route must be agreed with the *Client* at least 4 weeks before the works in the relevant part of the Site commence.

Services

The *Contractor* is to identify and mark up all overhead and underground cables following the requirements of the Environment Agency SHEW Cop Section 2.16.2. Where services are identified, suitable control measures are required prior to work commencing. It is the responsibility of the to ensure private utilities are check, locate and mark/guard.

Working times

The *Contractor* will be permitted to work between 07:30am and 6.00pm on weekdays (Monday to Friday – Spring and Summer working hours).

No work shall be executed outside of these times or on weekends and Public Holidays without the prior written acceptance of the *Client* and a minimum notice period of 2 weeks is required. Such acceptance will be influenced by the time of sunset, anticipated noise, odour and artificial light emissions from the works, proximity to property, use of public roads and any other considerations that could cause disturbance to members of the public.

Where required local residents will be informed at least 2 weeks in advance of the location and extent of the works. Any emergency or incident response works may be carried out outside of these hours if necessary.

Construction Phase Plan and Methodology Statement

Prior to the start of construction work, the *Contractor* must produce a Construction Phase Health and Safety Plan that, amongst other things, contains:

- An *Activity Schedule* for which risk assessments and method statements must be prepared;
- The *Contractor's* arrangements for the preparation and approval of risk assessments and method statements.
- The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations.
- The *Contractor* will be free to add to the schedule as the work progresses.

The *Contractor* will ensure the risk assessments and method statements for each operation includes;

- risk assessments of the work;

- people and resources proposed;
- timing and sequencing of construction, materials, plant and equipment;
- details of temporary works
- indication of activities that represent a higher level of safety, health and environmental risk;
- safety, health and environmental controls proposed; and,
- any permit to work proposals.

The *Contractor* submits the required risk assessments and method statements to the *Client* two weeks before starting the tasks to which they refer. The *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within his own organisation before submission.

Method statements shall include full particulars of the methods, timing and sequence of construction.

The *Contractor* does the work in accordance with the method statement.

Survey Requirements

All survey work including topographical and as-built surveys to be carried out in accordance with the Environment Agency National Standard Technical Specifications for Surveying Services, Version 4.0.

CDM Requirements

The Principal Designer is to be provided by the *Client* (to be confirmed after project award), the *Contractor* will carry out the liaison regarding the project health and safety paperwork.

The *Contractor* shall assume the role of Principal Contractor upon award of the Contract.

The *Contractor* is required to liaise with the *Client's* CDM Principal Designer.

If required a copy of the HSE Notification (F10) shall be provided to the *Contractor* by the Principal Designer prior to commencement of the works

The *Contractor* shall be cognisant of the CDM Pre-construction Information, the *Client*'s Health and Safety Policies and the 'SHEW Handbook' and must ensure full compliance with the *Client's* 'Safety is Paramount' code of practice. The *Contractor* shall ensure that all parties under sub-contract are cognisant of the requirements of these documents.

The *Contractor* shall prepare the Health and Safety (Construction Phase) Plan before work commences on site. The *Contractor* shall issue the Health and Safety Plan to the *Project Manager* for acceptance. The Health and Safety (Construction Phase) Plan has to be accepted by the *Project Manager* before work can commence on site.

Correcting Defects

Access for the correction of any *Defects* is to be arranged with the *Client*. Two weeks' notice period is required unless otherwise agreed with the *Client*.

Final Clean

On Completion, the *Contractor* returns the roads, footpaths, car parking areas affected by the works to a condition not inferior to that pertaining at the commencement of the works, removal of any temporary works and silt curtains from watercourse and removal of all traffic management signage used in the delivery of the desilting works. All debris and unused materials, equipment are to be cleared from the site.

Completion

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

- Certificate of conformance that the bridge meets all the required specifications,
- Electronic copies of the As Built drawings and one electronic version in both pdf and dwg formats and
- Delivery of the Final Carbon Report.

The *works* required to be done by the Completion Date is:

The whole of the *works*

Prior to Completion, the *Contractor* provides the following information in electronic format to the Principal Designer for inclusion in the Health & Safety File:

- Description of the *works*,
- Accurate drawings showing 'As-Constructed' details;
- Materials used – details of all materials used; Data sheets are to be supplied to support the information provided;
- Public utilities & services – unchartered services to be marked up on record drawings; chartered service positions to be confirmed on record drawings; overhead services to be confirmed on record drawings,
- COSHH – lists substances hazardous to health & specific precautions that must be taken as a result of their presence,
- Information on any unforeseen hazards encountered during construction and
- Residual hazards & risk assessment.
- Production of the health and safety file
- *Contractor* to undertake a photographic condition survey on completion of the works and provide a copy to the *Client*.

The above list is not exhaustive, and reference is required to *Client*'s Health & Safety File requirements. The *Contractor* shall make allowance in his programme for liaison with the Principal Designer and the *Client* in providing the relevant information for the Health & Safety File prior to Completion.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
402604-101		Scalford Desilt, Melton Mowbray - Layout Plan
402604-102		Scalford Desilt, Melton Mowbray - Hazard Plan
		Gleneagles Avenue – Hazard map
		Cannock Street – Hazard Map
		Mountain Road – Hazard Map
		~~West of Soar Valley College – Hazard Map~~
		West of Rushey Mead Academy – Hazard Map

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
AOMR Technical Specifications – Lot 1 – Civil Engineering (Maintain and Construct)	04th November 2024	No
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	Yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	Yes
Lot 1 Specification Supplementary Clauses	V1 06/2018	No
LIT 18749 National Standard Technical Specifications for Surveying Services	V5.01 03/2023	No
LIT N12937 Designers Red and Green List	V4 09/2023	No
LIT 16559 SHEW-COP	V6 12/2023	No
LIT 13258 Minimum Technical Requirements	V13 June 2024	Yes

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*.

Protection against Damage

1. No parking of construction vehicles are permitted on the grass verges unless prior communications with landowners and permission is granted at all sites.
2. The *Contractor* shall take care of removing and replacing gates, fences, hedges, or implementing temporary solutions like tracks or crossings as needed, and is also responsible for restoring access routes to their original condition upon arrival at the site.The *Contractor* shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.
3. The *Contractor* shall always leave all accesses clear to properties on Gleneagles Avenue whilst undertaking the desilting.

Permits

1. The *Contractor* shall have obtained all Invasive species licenses for all sites before work commences so that all excavated silt can be removed from site immediately.
2. Seven (7) working days' notice of commencement of works shall be given to the *Client*.
3. Two (2) working days' notice must be given to the *Client* in advance of completion of the works.
4. The *Contractor* shall not undertake work in the Melton Brook and Scalford Brook between March 15th and June 15th respectively.
5. The *Contractor* must ensure that any vegetation works to be undertaken outside of bird nesting season (1st March to 31st August inclusive) that a bird nesting check must be undertaken by a professional ecologist or suitably qualified person, at maximum 48hrs in advance of the vegetation works.
6. The *Contractor* must not undertake any work at night due to the suitability of bat activity in the concrete box culverts.
7. The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the
8. Environmental Action Plan (EAP) prior to starting the *works*.
9. The *Contractor* shall have obtained all highway and footpath consents required prior to starting construction.
10. The *Contractor* shall not park any construction vehicles on the grass verges unless prior communications with landowner and permission is granted.

Environmental/Fisheries/Geomorphology

1. The *Contractor* shall not store fuel or chemicals or refuel plant/equipment within 10m of the watercourse,
2. The *Contractor* must undertake a precautionary check for reptiles if the works are undertaken between March 1st and 31st August inclusive if any scrub need to be removed.
3. The *Contractor* shall always retain the existing dimensions of the low flow channel to prevent silt build up from returning at a high rate.

Choice of Plant/Equipment

1. The *Contractor* shall choose the most appropriate plant to complete the works.
2. The *Contractor* ensures that all plant is maintained.
3. All Equipment with hydraulic systems shall use biodegradable hydraulic oil.
4. All plant traversing under overhead cables shall be fitted with a height limiting device.

Other

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract.
2. The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works.
3. The *Contractor i*ssues method statements to the *Client* for information in advance of carrying out items of work.

4. The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract.
5. Access to be left clear of any properties driveways on Gleneagles Avenue when undertaking the desilting.
6. The *Contractor* shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.
7. The *Contractor* shall provide and display suitable signs appropriate to the works. Signs are to be located in line with Health and Safety requirements.
8. The *Contractor* must recognize that some sites are near residential and educational areas and should ensure these sites remain hazard-free and unobstructed for public safety and convenience.
9. No mud or other debris to be deposited on any footpaths/roads, any such material to be removed immediately.
10. Strictly no pedestrian access from downstream of Thorpe End Culvert up to pedestrian palisade access gate due to unstable brick wall located on the right side of the brook.
11. There is no available safety access on the upstream channel of Thorpe End Culvert.
12. Access to each site working area is also the same access used by the landowner or the tenant where priority will be given.

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).

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

(a) Period required for mobilisation/ planning & post contract award

(b) starting date

(c) Each of the activities listed within the Price List

(d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.

(e) Melton Brook and Scalford Brook to run concurrently

(f) 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.

Item	Date by which it will be provided
Pre-Construction Information document – all sites	As part of Tender package
FBG Preliminary Site Investigation for Melton Brook Desilt – all sites	As part of Tender package
Statutory Notices of Entry for access across the private land to access working area.	7 days prior to possession dates.
Available utility drawing plans, it will be the *Contractor's* responsibility to check and confirm on utilities on site particularly the private utility not showing during utility search request.	
Provide support to all communications with Landowners and tenants.	Where required
No Flood Risk Activity Permitting (FRAP) required for this project	Info only

Site Information

SI100 Site location

SI200 Reports and surveys

SI300 Public Information

SI400 Buried pipes, services and other objects

SI500 Buildings, structures and other things adjacent to the site

SI600 Health and safety information

Gleneagles Avenue

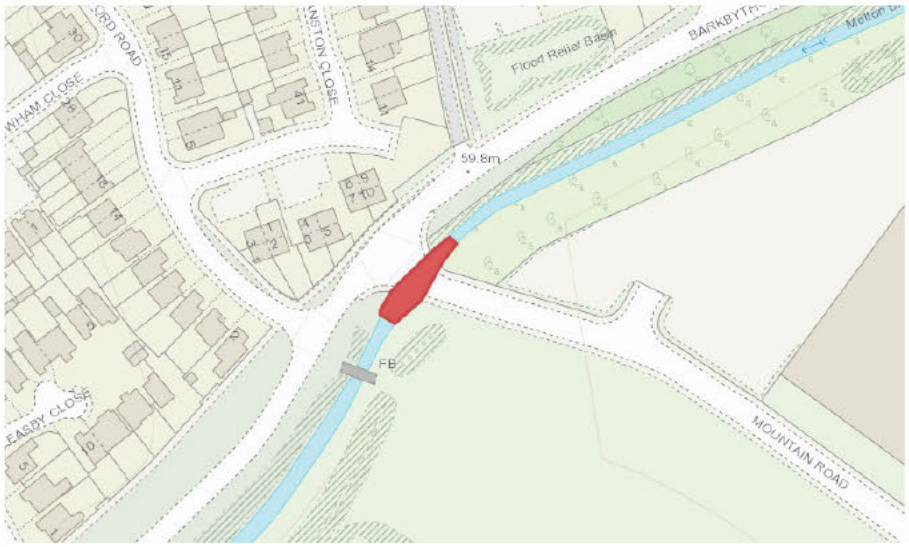
Location Plan

Site Plan

The site is in an urbanised area with Gleneagles Avenue crossing over the Melton Brook. There are overhead BT cales located on the footpath at the downstream end of the work sand a bus stop located close to the upstream end of the works. There are concrete parapets situated at the rear of both footpaths and access gates at both the U/S and D/S ends to gain some access to Melton Brook.

Mountain Road

Location Plan



Site Plan

The site is situated in a mix use development of houses and an industrial estate. It is located off Barkbythorpe Road which runs parallel to Melton Brook. There is a width (7'-0") and weight restriction (7.5T) 350 yards turning right from Mountain Road. There are grass verges located to the East and West of the desilting location along with N1 parapet railings to Melton Brook with P4 pedestrian parapet guardrails adjacent. There are twin culverts at this location circa 13.6m in length.

Cannock Street

Location Plan

Site Location

The site is situated in a mix use development of houses and an industrial estate. It is located off Barkbythorpe Road which runs parallel to Melton Brook. There are grass verges located to the East and West of the desilting location along with N3 parapet railings to Melton Brook with P4 pedestrian parapet guardrails adjacent. There are twin culverts at this location circa 11.79m in length.

West of Soar Valley College

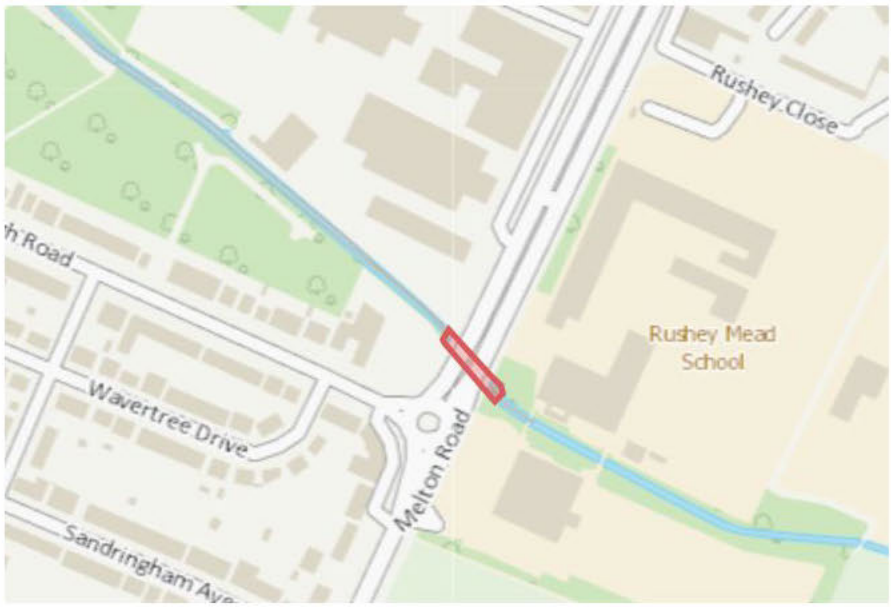
Location Plan

Site Location

The site is situated on the outskirts of Soar Valley college and there are bollards located at either end of the footbridge. Access to the footbridge is by the footpath leading from Rushey fields recreation ground or Gleneagles Walk. At the entrance from the recreation ground there is a chicane palisade fencing arrangement.

West of Rushey Mead Academy

Location Plan



Site Location

The site is located adjacent to the bust Melton Road with a brick parapet to the upstream and downstream end of the twin barrel culvert that takes Melton Brook under Melton Road. Palisade fence is evident at either end of the parapet wall to the upstream end with a gate to the NE end. The footpath is tarmac with a small grass area and thick bramble vegetation is present along the banks of the brook. There is also a bus lane present along Melton Road and a lamp post to the SW in the middle of the footpath. Rushey Mead school and academy lies to the north and south of Melton Brook

Scalford Brook Desilt

The site is in the centre of Melton Mowbray, situated at the Junction of Norman Way (A607) and Saxby Road (B676). There are business establishments in the proximity of the working areas namely, Arla Foods and Mars Petcare UK.

Open Channel - Upstream of Thorpe End Culvert
Access to site is through Norman Way A607 to King's Road then right to the Shoulder & Son car park. There is a high property boundary wall and no defined access from the car park into the channel working area.

Open Channel – From downstream of Thorpe End Culvert
Access to site is through the entrance to Arla Foods compound then to the car park located parallel to the brook. There is a section of brick wall on the right-hand side downstream of Thorpe End culvert which is unstable. There is a pedestrian palisade access gate at the end brick wall.

Open channel - downstream of Regent Street Bridge
There is no defined access to this section of the brook. Public footpath is located from Regent Street running parallel on the right-hand side of the brook.

Thorpe End Culvert and Regent Street Bridge.
There is no defined access to Thorpe End Culvert and Regent Street bridge.

SI200 Reports and Surveys

SI300 Public Information

Gleneagles Avenue BGS Information - BGS Lexicon of Named Rock Units - Result Details

Mountain Road - BGS Lexicon of Named Rock Units - Result Details

Cannock Street - BGS Lexicon of Named Rock Units - Result Details

~~West of Soar Valley College - BGS Lexicon of Named Rock Units - Result Details~~

West of Rushey Mead Academy - BGS Lexicon of Named Rock Units - Result Details

~~Planning application West of Soar Valley College - Planning Register - Leicester City Council~~

SI400 Buried pipes, services and other objects – see pre-Construction Information Appendix A for known services/buried pipes

SI500 Buildings, structures and other things adjacent to the *site* (Melton Brook)

2. **Boundary fences – Gleneagles Avenue**
   The land adjacent to the desilting works is surrounded by boundary fences from the properties. Concrete headwalls are also located at the rear of the footpaths both at the upstream and downstream ends.
3. **Boundary fences – Mountain Road**
   The land adjacent to the desilting works is mainly green space with no boundary fences. There are vehicle restraint parapets at either headwall to the twin culverts. surrounded by boundary fences from the properties.
4. **Boundary fences – Cannock Street**
   The land adjacent to the desilting works is mainly green space with no boundary fences. There are vehicle restraint parapets at either headwall to the twin culverts. surrounded by boundary fences from the properties.
5. ~~**Boundary fences – West of Soar Valley College**~~
   ~~The land adjacent to the desilting works is the boundary of Soar Valley College and there are security fencing leading up to the site from Rushey Fields. A palisade chicane fence is located at the end of the footpath to the south with pedestrian chicane barrier at the northern end.~~
5. **Boundary fences – West of ~~Soar~~ Rushey Mead Academy**
   The land adjacent to the desilting works is the boundary of Rushey Mead academy. There are headwalls at either end of the culvert under Melton Roaf with palisade fencing to the north with a gate.

1. **Roads and footpaths – Gleneagles Avenue**
   There are no official public rights of way in the vicinity of the Gleneagles Avenue works. Access to the site will be off Gleneagles Avenue and access must be always kept clear. The footpaths are circa 4.5m in width and can be busy due to the location of a school in the area leading up to opening and closing times.
2. **Roads and footpaths – Mountain Road**
   There are no official public rights of way in the vicinity of the works. Access to the site will be off Barkbythorpe Road which leads into an industrial estate area. There are footpaths and grass verges to the north and south of the works which are located at a T junction.
3. **Roads and footpaths – Cannock Street**
   There are no official public rights of way in the vicinity of the works. Access to the site will be off Barkbythorpe Road which leads into an industrial estate area. There are footpaths and grass verges to the north and south of the works which are located at a T junction.
4. ~~**Roads and footpaths – West of Soar Valley College**~~
   ~~There are no official public rights of way in the vicinity of the works but there is a footpath that runs from North to South that carries over the footbridge where the works will be undertaken. Cannock Street works. Access to the site will be off Barkbythorpe Road which leads into an industrial estate area. There are footpaths and grass verges to the north and south of the works which are located at a T junction. The footpath leading from Rushey Fields is circa 3.0m in width with the chicane palisade fence width circa 1.2m.~~
4. **Roads and footpaths – West of Rushey Mead Academy**
   There are no official public rights of way in the vicinity of the works. Access to the site will be off Melton Road. There are wide footpaths in the vicinity of the works and a bus lane along Melton Road.

1. **Buildings and structures – Gleneagles Avenue**
   Urbanised area where work is being undertaken and only BT cabinet equipment, bus shed and BT post with overhead cables in the vicinity of the works.
2. **Buildings and structures – Mountain Road**
   Mixture of urbanized to the Northwest and industrial units in the vicinity of the works, there is a large storage building located to the East of the works along with other businesses.
3. **Buildings and structures – Cannock Street**

Mixture of different businesses located to the SE of the works. There is a level sensor attached to the bridge. There are utilities cabinets located at the T junction opposite Cannock Street.
Mixture of urbanized to the Northwest and industrial units in the vicinity of the works, there is a large storage building located to the East of the works along with other businesses.

~~4. **Buildings and structures – West of Soar Valley College**~~
~~The works are surrounded by the local college grounds and there are a mixture of buildings and sports facilities that border the access up to the footbridge.~~

4. **Buildings and structures – West of Rushey Mead Academy**
The works are surrounded by the local academy where area are a mixture of buildings and sports facilities that border access up to the footbridge.

1. **Bridges – Gleneagles Avenue**
There are 2 culverts that run under Gleneagles Avenue that act as culvert bridges. The weight limit over these culverts is unknown since this is the responsibility of the Local Authority.
2. **Bridges – Mountain Road**
There are 2 culverts that run under Gleneagles Avenue that act as culvert bridges. The weight limit over these culverts is unknown since this is the responsibility of the Local Authority.
3. **Bridges – Cannock Street**
There are 2 culverts that run under Cannock Street that act as culvert bridges. The weight limit over these culverts is unknown since this is the responsibility of the Local Authority.

~~4. **Bridges – West of Soar Valley College**~~
~~There is a footbridge over Melton Road where the weight limit is unknown with a bollard at either end of the bridge.~~

4. **Bridges – West of Rushey Mead Academy**
There are 2 culverts that run under Melton Road that act as culvert bridges. The weight limit over these culverts is unknown since this is the responsibility of the Local Authority.

SI600 Health and safety information (Melton Brook)

The sections in the Pre-Construction Information that highlights Site Information are:

- Section 2.0 – Overhead services
- Section 2.1 – Underground services
- Section 2.3 – Adjacent land use
- Section 4.0 – Designers Risk Assessment
- Section 8.0 – Hazard Maps
- Appendix A – Utility service plans

Proposed sub-contractors

	Name and address of proposed subcontractor – **Please list below**	Nature and extent of work – **Please list below**
1.	Form of Contract:	

2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	