NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework

Lot 1 Civil Engineering (Maintain and Construct)

A contract between	**The Environment Agency** **Horizon House** **Deandery Road** **Bristol** **BS1 5AH**
And	**Amalgamated Construction t/a AmcoGiffen** **Whaley Road** **Barugh** **Barnsley** **S75 1HT**
For	**Cumbria "Historic" Assets Reconditioning Programme 24-26 (Package 1)**
	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	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[redacted]environment-agency.gov.uk	
	The *Contract Administrator* is	
Name	[redacted]	
Address for communications	Environment Agency, Lutra House, Dodd Way, Bamber Bridge, Preston, PR5 8BX	
Address for electronic communications	[redacted]@environment-agency.gov.uk	
The *works* are	To review and verify existing detailed design for, and then undertake construction works at, the sites specified in this contract in order to bring the assets back to required condition.	
The *site* is	The contract consists of multiple sites: 1. Monks Dyke Tidal Outfall (National Grid Reference: NY2287457448) 2. Ridding Sough Inlet Headwall (National Grid Reference: NY3070759125) 3. Access Bridge - Lochinvar Flood Storage Basin (National Grid Reference: NY3875868792) 4. Eden Embankment Carrier Drain (National Grid Reference: NY4197456114)	
The *starting date* is	2nd December 2024	
The *completion date* is	13th June 2025	
The *delay damages* are	[redacted]	Per day
The *period* for reply is	2	weeks
The period between completion of the *works* and the *defects date* is		52 weeks

The *defects correction period* is	4	weeks
The *assessment day* is	the last working day	of each month
The *retention* is	[redacted]	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply		
The *Adjudicator* is: To be confirmed		
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		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	The Contract Price	
The *Client* provides this insurance	None	

Insurance Table

Event	**Cover**	**Cover provided until**
Loss of or damage to the *works*	Replacement cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement cost	The defects Certificate has been issued
The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* 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 *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the *works*	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
The *Adjudicator nominating body* is	The Institution of Civil Engineers	

The *tribunal* 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 (including 2023 amendments) and the following additional conditions

Z1	**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 *Delivery Partners* will be no more than 30 days from receipt of correct invoice.
Z2	**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	**Confidentiality & Publicity**
Z3.1	The *Contractor* may publicise the *works* only with the *Client's* 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 *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	**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 *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	**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 *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
Z7.2	For the purpose of Clause 60.1.9 "the site" is defined as the individual location listed in "the sites" in the Client's Contract Data.
Z7.3	Amend the text of Clause 60.1 with the addition of 60.1.13 "The Contractor is prevented from carrying out all work on the site as a consequence of flooding [and the flooding was not caused by the Contractor] for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the starting date and the Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account".
Z8	**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	**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	**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**
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**
Z110	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	Amalgamated Construction t/a AmcoGiffen	
Address for communications	Whaley Road, Barugh, Barnsley, S75 1HT	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
The *people rates* are	EA AOMR Pricing Workbook Lot 1 2024/25	
category of person	unit	rate
As per Framework Pricing Workbook		
The *published list of Equipment* is		EA AOMR Pricing Workbook Lot 1 2024/25
The *percentage for adjustment for Equipment* is		[redacted]

Proposed Sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	JBA Consulting Phoenix House Centre Park Warrington WA1 1RX Form of Contract: NEC4 ECSC	Design
2.	Whitcher Wildlife The Business Village Cudworth S72 8RP Form of Contract: NEC4 ECSC	Ecology Survey
3.	OnSite Bookers Way Sheffield S25 3SH Form of Contract: NEC4 ECSC	CCTV Surveys
4.	 Form of Contract:	

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]
[redacted]	
Signed on behalf of the *Contractor*	
Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	[redacted]
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client* [signatory in accordance with FSOD requirements]	
Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	02/12/2024

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.

Please note that breakdowns are expected to be provided, where highlighted

Item Number	Description	Unit	Quantity	Rate	Price
1.0 Monks Dyke Tidal Outfall					
	Preconstruction Phase				
1.1	Prepare and submit any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions.	[redacted]			
1.2	Carry out any survey, including Topographical surveys, Environmental / ecological surveys, Invasive Non-native Species surveys, Ecological surveys, Structural condition survey, Preconstruction surveys.	Sum			[redacted]
1.3	Prepare and submit any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation	Week	[redacted]		

	Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions. Management costs for preconstruction phase Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey				
1.4	Contractor to review and accept design responsibility and liability for the Detailed Design provided by the Client.	Sum			[redacted]
1.5	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Week			[redacted]
	<u>Delivery Phase</u>				
1.6	Preliminary costs for delivery phase. Provide breakdown of items included **Project Manager – 1.4 weeks** Rate - [redacted] Total - £[redacted] **Site Agent – 4[redacted]** Rate - [redacted] Total [redacted] **Planner – [redacted]** Rate - [redacted] Total [redacted] **Quantity Surveyor - [redacted] weeks** Rate - [redacted] Total [redacted] **SHEQ Advisor [redacted]** Rate - [redacted] Total [redacted] **IT/ Office Equipment [redacted]** Rate - [redacted] Total [redacted]	Week	[redacted]		
1.7	Mobilisation and Site set up Site security (fencing, gates, signage). Please specify and price additional security measures (e.g. cameras,	Sum			[redacted]

	security personnel) only when required. Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).				
1.8	Site security (fencing, gates, signage). Please specify and price additional security measures (e.g. cameras, security personnel) only when required.	Week			[redacted]
1.9	Install access to work area	Sum			[redacted]
1.10	ECW site visits	Sum			[redacted]
1.11	Install temporary works	Sum			[redacted]
1.12	Overpumping	Week	7		[redacted]
1.13	Remove existing flap valve	Sum			[redacted]
1.14	Cast new headwall and section of access platform slab	Sum			[redacted]
1.15	Install concrete retaining wall. Provide breakdown of items included **Pre-cast retaining wall –** [redacted] Rate - [redacted] Total - [redacted] **Conc C32/40 –** [redacted] Rate - [redacted] Total - [redacted] **General Foreman –** [redacted] Rate - [redacted] Total - [redacted] **Machine Operator –** [redacted] Rate - [redacted]	Sum			[redacted]

	Total - £[redacted] **Tradesperson – Joiner –** [redacted]r Rate -[redacted] Total -[redacted] **8ton Exc –** [redacted] Rate -[redacted] Total [redacted]				
1.16	Install geotextile bag-work retaining walls and infill behind with specified fill (see DWG. 2303240-S7-D150 - COMPACTED CLASS 6F2 BACKFILL. Provide breakdown of items included **Pre-Seeded bags –** [redacted] Rate -[redacted] Total -[redacted] **6F2 aggregate –** [redacted] Rate -[redacted] Total [redacted] **Type 1** [redacted] Rate -[redacted] Total -[redacted] **Class 2 A/B –** [redacted] Rate -[redacted] Total -[redacted] **General Foreman -** [redacted] Rate [redacted] Total -[redacted] **Machine Operator –** [redacted] Rate [redacted] Total -[redacted] **Tradesperson – Joiner -** [redacted] Rate [redacted] Total -[redacted] **8ton Exc –** [redacted] Rate [redacted] Total -[redacted]	Sum			[redacted]
1.17	Install channel bed stone block rip-rap (assume a 2 square metre area that requires rip-rap)	Sum			[redacted]
1.18	Procurement, including provision of evidence of an	Sum			[redacted]

	order being placed for the *Client*, of flap valve. Install flap valve or deliver to Bridge End Depot if construction phase unable to progress. Please see Site Specific Requirements (1.19.1) in the Scope for delivery details.				
1.19	Procurement, including provision of evidence of an order being placed for the *Client*, of flap valve winching system. Winching system detailed in DWG. WD0394. Install flap valve winching system or deliver to Bridge End Depot if construction phase unable to progress. Please see Site Specific Requirements (1.19.1) in the Scope for delivery details. Provide breakdown of items included **Jib Arm** Rate - Total - **Fixings and Ancillary Equipment -** Rate - Total - **General Foreman –** Rate - Total - **Machine Operator –** Rate - Total - **Tradesperson – Joiner** Rate - Total - **8ton Exc –** Rate Total	Sum			
1.20	Install any guardrail, including any gates. See DWG. 2303240-S7-D100	Sum			

1.21	Re-stone entrance area. Assume an area of 40 square metres, Type 1 to a depth of 150mm. See DWG. 2303240-S7-D100	Sum			[redacted]
1.22	Works to external timber fencing. Assume a length of 6 metres. See DWG. 2303240-S7-D100	Sum			[redacted]
1.23	Final topsoiling and grass seeding	Sum			[redacted]
1.24	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum			[redacted]
	<u>Completion</u>				
1.25	Completed Health and Safety file issued to *Client* including asbuilt drawings and all carbon data. Operation and Maintenance Manual to be issued to *Client* Post condition surveys	Sum			[redacted]
1.26	Operation and Maintenance Manual to be issued to *Client*	Sum			[redacted]
1.27	Post condition surveys	Sum			[redacted]
2.0 Ridding Sough Inlet Headwall					
	<u>Preconstruction Phase</u>				
2.1	Prepare and submit any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those	Sum			[redacted]

	related to any services diversions.				
2.2	Carry out any survey, including Topographical surveys, Invasive Non-native Species surveys, Environmental / ecological surveys, Ecological surveys, Structural condition survey, Preconstruction surveys, and scaled photographic record of the repair location before works.	Sum			[redacted]
2.3	Prepare and submit any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions. Management costs for preconstruction phase Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Week	[redacted]		
2.4	*Contractor* to review and accept design responsibility and liability for the Detailed Design provided by the *Client.*	Sum			[redacted]
2.5	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Week			[redacted]
	Delivery Phase				
2.6	Preliminary costs for delivery phase. Provide breakdown of items included **Project Manager** Rate - [redacted] Total - [redacted] **Site Agent – 4 weeks**	Week	6	[redacted]	

	Rate [redacted] Total [redacted] **Planner [redacted]** Rate [redacted] Total [redacted] **Quantity Surveyor – 1.2 weeks** Rate [redacted] Total [redacted] **SHEQ Advisor – 0.4 week** Rate [redacted] Total [redacted] **IT/ Office Equipment – 6 weeks** Rate [redacted] Total [redacted]				
2.7	Mobilisation and Site set up Site security (fencing, gates, signage). Please specify and price additional security measures (e.g. cameras, security personnel) only when required. Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum			[redacted]
2.8	Site security (fencing, gates, signage). Please specify and price additional security measures (e.g. cameras, security personnel) only when required.	Week			[redacted]
2.9	Install access to work area	Sum			[redacted]
2.10	ECW site visits	Sum		[redacted]	

				(Weekly basis)	
2.11	Vegetation clearance for *the works* (assume 1-metre-wide strip around structure – see DWG. 2303240-S4-D100)	Sum			[redacted]
2.12	Preparation of the structure for permanent masonry repair, including temporary removal of existing masonry, any excavation works, preparation of tie in joints, and bedding	Sum			[redacted]
2.13	Masonry repair of headwall structure, including carrying out repair with new or existing masonry materials and reinstatement of granular fill material as works progress	Sum			[redacted]
2.14	Repointing works to headwall structure, including any existing areas required. See DWG. 2303240-S4-D100	Sum			[redacted]
2.15	Installation of topsoil and seeding. Assume 150mm of top soil around the structure. See DWG. 2303240-S4-D100	Sum			[redacted]
2.16	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum			[redacted]
	<u>Completion</u>				
2.17	Completed Health and Safety file issued to *Client* including asbuilt drawings and all carbon data. Operation and Maintenance Manual to be issued to *Client* Post condition surveys and scaled photographic record of the completed works.	Sum			[redacted]
2.18	Operation and Maintenance Manual to be issued to *Client*	Sum			[redacted]

2.19	Post condition surveys and scaled photographic record of the completed works.	Sum		[redacted]	
3.0 Access Bridge - Lochinvar Flood Storage Basin					
	Preconstruction Phase				
3.1	Prepare and submit any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions.	Sum		[redacted]	
3.2	Carry out any survey, including Topographical surveys, Environmental / ecological surveys, Invasive Non-native Species surveys, Structural condition survey, Preconstruction surveys.	Sum		[redacted]	
3.3	Prepare and submit any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions. Management costs for preconstruction phase Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Week	[redacted]		
3.4	*Contractor* to review and accept design responsibility	Sum		[redacted]	

	and liability for the Detailed Design provided by the *Client.*				
3.5	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Week			[redacted]
	Delivery Phase				
3.6	Preliminary costs for delivery phase. Provide breakdown of items included **Project Manager** [redacted] Rate - [redacted] Total - [redacted] **Site Agent** [redacted] Rate - [redacted] Total - [redacted] **Planner –** [redacted] Rate - [redacted] Total [redacted] **Quantity Surveyo** [redacted] Rate - [redacted] Total [redacted] **SHEQ Advisor** [redacted] Rate - [redacted] Total - [redacted] **IT/ Office Equipment – 3 weeks** Rate - [redacted] Total [redacted]	Week			[redacted]
3.7	Mobilisation and Site set up Site security (fencing, gates, signage). Please specify and price additional security measures (e.g. cameras, security personnel) only when required. Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum			[redacted]
3.8	Site security (fencing, gates, signage). Please specify and price additional security	Week			[redacted]

	measures (e.g. cameras, security personnel) only when required.				
3.9	Install access to work area	Sum			
3.10	ECW site visits	Sum			
3.11	Removal of handrails for re-use	Sum			
3.12	Removal of the timbers.	Sum			
3.13	Preparation to existing structures to accommodate bridge deck	Sum			
3.14	Install grout bearing pad in each recess. See DWG. 2303240-S1-D200 - SELF LEVELLING, HIGH EARLY AGE STRENGTH, NON-SHRINK, CEMENTITIOUS GROUT CONFORMING TO THE REQUIREMENTS OF BS EN 1504-3 CLASS R4 AND BS EN 1504-6	Sum			
3.15	Install bridge deck. Provide breakdown of items included **Natural Rubber Bearing 60IHRD - SKT BEARING STRIP T1000 – 0.42 m2** Rate Total **Thioflex 600 Gun Gr. – 0.09ltr** Rate Total **Hydrocell 20mm – 7.24 m2** Rate	Sum			

	Total - **Concrete – Testing -** Rate Total **Conc C25/30 OP – 1.025 m3** Rate Total **Bridge Deck (FPMCCANN) – 1no.** Rate Total **Large Formwork Panel 0.2 - 0.4** Rate Total **Small Formwork Panel 0.1 - 0.2 m – 5 m2** Rate Total **Small Formwork Panel 0.1 - 0.2 m – 5 m2** Rate - Total - **General Foreman =** Rate Total **Machine Operator** Rate Total **Tradesperson – Joiner hr** Rat Total **20T excavator – 5 days** Rat Total				
3.16	Finishing works, such as installation of handrails, signage, sealant and grout infill to lifting point. See DWG. 2303240-S1-D200	Sum			

3.17	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum			[redacted]
	<u>Completion</u>				
3.18	Completed Health and Safety file issued to *Client* including asbuilt drawings and all carbon data. Operation and Maintenance Manual to be issued to *Client* Post condition surveys	Sum			[redacted]
3.19	Operation and Maintenance Manual to be issued to *Client*	Sum			[redacted]
3.20	Post condition surveys	Sum			[redacted]
4.0 Eden Embankment Carrier Drain					
	<u>Preconstruction Phase</u>				
4.1	Prepare and submit any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions.	Sum			[redacted]
4.2	Carry out any survey, including Topographical surveys, Environmental / ecological surveys, Invasive Non-native Species surveys, Ecological surveys, Structural condition survey, Preconstruction surveys.	Sum			[redacted]
4.3	Prepare and submit any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits	Week	[redacted]		

	(FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions. Management costs for preconstruction phase Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey				
4.4	*Contractor* to review and accept design responsibility and liability for the Detailed Design provided by the *Client.*	Sum			[redacted]
4.5	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Week			[redacted]
	Delivery Phase				
4.6	Preliminary costs for delivery phase. Provide breakdown of items included **Project Manager – 1 week** [redacted]	Week	[redacted]		

	[redacted]				
4.7	Mobilisation and Site set up Site security (fencing, gates, signage). Please specify and price additional security measures (e.g. cameras, security personnel) only when required. Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	[redacted]			[redacted]
4.8	Site security (fencing, gates, signage). Please specify and price additional security measures (e.g. cameras, security personnel) only when required.	Week		[redacted]	
4.9	Install access to work area	Sum		[redacted]	
4.10	ECW site visits	Sum	[redacted]		
4.11	Install new connection to MH1 and block existing outlet.	Sum		[redacted]	
4.12	Install drainage from MH1 to MH2, including construction of MH2	Sum		[redacted]	
4.13	Install drainage from MH2 to MH3, including the construction of MH3. Provide breakdown of items included **Band Seal Connecto** [redacted] **Class 8 backfill - 64 m3**	Sum			[redacted]

	[redacted] **Marshalls - Pre-Cast Man hole with 300mm flap valve – 1no.** [redacted] **Drainage Ancillaries – 1no.** [redacted] **D400 iron cover - 1no.** [redacted] **Sandbag 25kg – 2.8 bags** [redacted] **Cement bags 25kg – 2.8 bags** [redacted] **General Forema** [redacted] **Machine Opera** [redacted] **Tradesperson – Joiner –** [redacted] [redacted] **14t Exc Cat 312 (0.25-0.75m3) – 2 days** [redacted]				
4.14	Install drainage from MH3 to LCMH2.	Sum			[redacted]

4.15	Form outlet of drainage network into LCMH2	Sum			[redacted]
4.16	Complete testing of the pipework, including Client Acceptance.	Sum			
4.17	Install seeding to completed works (assume a strip 1 metre wide by 150 metres long)	Sum			
4.18	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum			
	<u>Completion</u>				
4.19	Completed Health and Safety file issued to *Client* including asbuilt drawings and all carbon data. Operation and Maintenance Manual to be issued to *Client* Post condition surveys	Sum			[redacted]
4.20	Operation and Maintenance Manual to be issued to *Client*	Sum			
4.21	Post condition surveys	Sum			
	Total of the Prices				
[redacted]					

The method and rules used to compile the Price List are:

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

Scope

1. Description of the *works*

1.1 Project background

1.1.1. It has been identified that a number of existing FCRM assets (*Client* assets) are below required condition and require reconditioning works. The *Contractor* is to carry out the works detailed in this Scope, including completing detailed design and construction works.

1.2 Description of the *works*

1.2.1 The *Client* has identified that detailed design and construction works for the FCRM assets are to be carried out at the following sites:

1. Monks Dyke Tidal Outfall (National Grid Reference: NY2287457448)
2. Ridding Sough Inlet Headwall (National Grid Reference: NY3070759125)
3. Lochinvar (Longtown) Flood Storage Basin Access Bridge (National Grid Reference: NY3875868792)
4. Eden Embankment Carrier Drain (National Grid Reference: NY4197456114)

1.3 *Contractor's* design

1.3.1. The *Contractor* will take complete design responsibility and liability for any designs produced, including any temporary works.

1.3.2. The *Contractor* will take complete design responsibility and liability for any designs issued by the *Client*, as detailed in Section 2.

1.3.3. The *Contractor* is responsible for any checks and verification of all existing design information.

1.3.4. The *Contractor* will ensure all designs comply with the specifications listed in Section 3.

1.3.5. The *Contractor* is liable for any buildability issues that arise on site. The *Client* retains no design liability or responsibility for the detailed designs provided in Section 2.

1.3.6. Where possible, the *Contractor* is to use innovative solutions and modern methods of construction to achieve carbon efficiencies. these solutions are to be included as part of the detailed design.

1.3.7. The *Contractor* will support the *Client* to produce the efficiency report tool (cert) to capture any efficiencies.

1.3.8. The *contractor* will provide input to the *Clients*' digital information maturity assessment tool (DMAT).

1.3.9. The *Contractor* shall agree a schedule of design submissions with the *Client,* and this is to be incorporated into the programme.

1.3.10. The *Contractor* is responsible for the production of all necessary Construction Design and Management Regulations 2015 (CDM) documentation for each site in accordance with the pre-construction management tool (PCMT). An example PCMT will be issued to the *Contractor*. the CDM deliverables are listed within the PCMT and include designer risk assessments, hazard plans, rag list, buildability statements, Operation and Maintenance Statement, and construction phase plan.

1.3.11. The *Contractor* is to carry out a structural inspection, and any other structural inspections the *Contractor* deems necessary to complete *the works*, on any elements where structural connections of the proposed works are to be made to existing or retained structures to ensure the existing assets are in an acceptable condition.

1.4 Accommodation

1.4.1. The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, in accordance with the Constructing a Better Environment: Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP), and as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1. The *Contractor* will carry out detailed pre-start and completion photographic surveys using videos and photographs and will capture the existing features affected by the *works*. This will include areas within the site boundary and along any access routes into site. Any properties adjacent to the site or along the site access route and compound are to be included.

1.6 Sharing the Site with the *Client* and Others

1.6.1. The *Contractor* will ensure that access is maintained to any properties and public buildings which are located within or immediately adjacent to the site. This will include access for operation and maintenance of any assets owned by Others.

1.6.2. The *Contractor* shall ensure safe pedestrian access is where necessary and provide safe footpath diversionary routes as necessary.

1.6.3. The *Contractor* shall maintain access roads to a suitable and safe standard.

1.6.4. The *Contractor* shall cooperate with affected residents, landowners and businesses to enable efficient execution of the *works* with minimal disturbance to the local community and Stakeholders.

1.6.5. The *Contractor* is required to co-ordinate the *works*, or access to the *works*, with any Stakeholders to minimise disruption and ensure the works can be carried out efficiently.

1.6.6. The *Contractor* is responsible for liaising with all the relevant Statutory Authorities, including obtaining licenses consents or permits required to deliver of the *works*.

1.6.7. The *Contractor* is responsible for liaising with all the relevant Statutory Undertakers, including obtaining licenses, consents or permits required to deliver of the *works*.

1.6.8. The *Contractor* shall notify the *Client* of all Stakeholder requests for meetings so that the *Client* has the option to attend or send a representative.

1.6.9. The *Contractor* shall record all complaints and compliments relating to the *works*. Where complaints and compliments may bring then *Client's* reputation into disrepute, these shall be reported to the *Client* within 24 hours.

1.6.10. The *Contractor* shall notify the *Client* of all press or media enquiries who will then refer them to the *Client's* Corporate Affairs Department. All press and media enquiries will be handled by the *Client's* Corporate Affairs Department and must not be addressed directly by the *Contractor.*

1.6.11. The *Contractor* is to gain written approval from the *Client* before sharing any content related to the undertaking of the *works*, including but not limited to, social media posts, case studies and company advertising.

1.7 Management of the W*orks*

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

1.7.2. The *Contractor*:

a. Will attend one on-site prestart meeting for each site with the *Client* prior to commencing the construction phase.

b. Will facilitate and attend an on-site meeting every two weeks with the *Client* or *Client* representatives during the construction phase.

c. Will attend weekly progress meetings for the duration of the contract. Meetings will be held online using Microsoft Teams, with the *Client* or *Client* representatives. If any design works are being carried out, the *Contractors* designer is required to attend these meetings. This meeting will cover the pre-construction and construction phase, but during the construction phase can alternate between this Microsoft Teams meeting and the on-site meeting outlined in 1.7.2 (b) above.

d. Will attend one monthly progress meeting. This will be held the first full week of each month and will replace the usual weekly progress meeting. This will be held online using Microsoft Teams, with the *Client* or *Client* representatives.

e. Will facilitate and attend site walkovers as requested by the *Client.*

f. Will attend Early Warning meetings as requested by either Party. This meeting can be accommodated in the weekly progress meetings outlined 1.7.2 (c) and 1.7.2 (d).

g. Will attend ad-hoc meetings as required for the progression of the project.

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

a. Highlights the progress achieved since the last programme submission.

b. Explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,

c. Explains what actions are being implemented to mitigate any delay,

d. State the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,

e. Details of any lost days due to weather,

f. Summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices,

g. Includes site photos of progress achieved since the previous progress report.

h. The progress report will capture any progress of all the sites.

i. Health and safety metrics for each live site, including manhours worked, incidents, near misses, CDM audits, toolbox talks delivered and inductions.

1.7.4. The *Contractor:*

a. Will share any documents with the *Client* using Asite.

b. Will produce monthly financial updates and forecasts. Monthly financial updates and forecasts are to meet *Client* deadlines and be provided by no later than the 10th day of each month, or otherwise agreed at the project start up meeting.

c. Will provide environmental tool-box talks to all employees and *subcontractors* and will include but not be limited to: sensitivities of the Site, pollution prevention, environmental awareness, What to do in the event of finding archaeological artefacts, protected species (including examples relevant to Site), contaminated ground and invasive species and key actions from the Flood Contingency Plan.

d. Is responsible for identifying any existing services that will be impacted by the *works*.

e. Is responsible for installing protection to existing services, where necessary.

f. Is responsible for liaising with utility service providers and/or asset owners to facilitate any proving, testing, spiking and where necessary, diversions. This includes any private supplies owned by the *Client*.

g. Where necessary, is responsible for carrying out any electrical surveys on the *Clients* private supplies including any mechanical and electrical infrastructure necessary to carry out *the works*.

h. Will manage the *works* to ensure compliance with the *Client's* Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) (LIT 16559)

i. The *Client* will initiate and manage communications with stakeholders whose land, property or business are affected by the *works*. The *Contractor* will assist the *Client* where necessary to communicate the proposed works to the stakeholders. This may be through participation in site meetings arranged by the *Client*, producing high level methodologies to sufficiently communicate the proposed works and providing drawings/sketches showing interfaces with the works.

j. Will prepare Public Safety Risk Assessments (PSRA) to cover both the construction period and the period following completion of the *works* (in the *Client's* standard format). The *Contractor* will arrange a joint inspection with the *Client* when undertaking the Public Safety Risk Assessment prior to commencement and following completion.

k. Will produce an Emergency Action Plan for each site detailing the C*ontractor's* emergency response procedures and actions. The Emergency Action Plan is to be issued to the *Client* for comment. Allow 2 weeks for the review period.

l. Is to comply with the *Clients* Information Delivery Plan (IDP)

m. Is responsible for developing an appropriate 'Flood Contingency Plan' (FCP) which will detail the actions of the project team at varying thresholds (Red, Amber and Green) and based on the water levels in the channel. Where appropriate, the FCP will also include an on-site emergency action plan in the event of a 'severe' flood warning, when described as such by the Environment Agency. The *Contractor* will develop the FCP in collaboration with the *Client*. The *Contractor* will issue the FCP to the *Client* for acceptance prior to commencing work on site. The *Contractor* is to allow two weeks for this review. Where an FCP is deemed unnecessary, the *Contractor* will provide a written record of the decision, along with supporting information, to the *Client* for acceptance prior to commencing work on site.

n. Will carry out the *works* in accordance with the Environmental Action Plan (EAP) as provided in Section 7.

o. The *Contractor* is to provide a designated Environmental Clerk of Works (ECW) to monitor construction work, including the supervision of any environmental surveys or environmental high risk works for the site. The EAP, along with any applicable licences or consents, will determine the frequency with which an ECW will need to attend site. For the purposes of pricing, please assume five visits will be required (any variation to this will be instructed by the Client). The details of the role of an ECW can be found within the document 'ECW Role_Extract from MTR' in Section 7.

1.8 **Weather Measurements**

1.8.1 The place where weather is to be recorded is (https://wow.metoffice.gov.uk/):

1. Monks Dyke Tidal Outfall – Oakleigh Fields (Met Office Ref: e6833188-ff76-ed11-97b0-0003ff5978a6)
2. Ridding Sough Inlet Headwall – Oakleigh Fields (Met Office Ref: e6833188-ff76-ed11-97b0-0003ff5978a6)
3. Lochinvar (Longtown) Flood Storage Basin Access Bridge – Oakleigh Fields (Met Office Ref: e6833188-ff76-ed11-97b0-0003ff5978a6)
4. Eden Embankment Carrier Drain – Oakleigh Fields (Met Office Ref: e6833188-ff76-ed11-97b0-0003ff5978a6)

1.8.2 If any of the sites above are unavailable, the *Contractor* is responsible for finding the nearest site on https://wow.metoffice.gov.uk/

1.8.3 The weather measurements are to be supplied by The Met Office and be obtained by the *Contractor*.

1.9 Quality Management

1.9.1. Where requested and where practicable, the *Contractor* is to provide samples of finished works or components of finished works, where possible, to ensure quality

expectations are managed. This could include a review of works previously undertaken by the *Contractor*.

1.9.2. The *Contractor* shall provide the *Client* with a Quality Statement which sets out the management and execution of the following (where appropriate):

a. Management and resourcing the *works* to ensure compliance with the Scope.
b. Samples of Plant and Materials and workmanship.
c. Compliance with recognised good practice and industry standard regulations.
d. Compliance with manufacturers recommendations.
e. Ordering and supply of Plant and Materials.
f. Handling, storing and fixing of materials.
g. Storage of Plant and Materials.
h. Instrumentation and tools.
i. Method statements required by this contract.
j. Tests and inspections
k. Defect Elimination Strategy
l. Competence of site staff
m. Innovation

1.9.3. The *Contractor* is to use a Quality Management System that is compliant with the requirements of the AOMR Framework.

1.9.4. Tests and inspections shall comply with the relevant requirements in the Technical Specifications, Standards, Codes and the Environment Agency's 'Minimum technical requirements. Testing to include (but not limited to):

- Plate bearing tests.
- California Bearing Ratio (CBR) values.
- Earthworks testing of imported material to ensure compliance with Specification of Highway works.
- Testing of in-situ concrete delivered to site, to verify workability and strength.

1.9.5. The *Contractor* shall give the *Client* a minimum of 2 weeks' notice in writing of his intention to carry out any testing.

1.9.6. The *Contractor* shall carry out any testing in accordance with relevant British Standards, Eurocodes and project specification. The *Contractor* shall satisfy the *Client* of the accuracy of all instruments used for testing and if required shall produce recent calibration test certificates.

1.9.7. Within two weeks of completion of any tests the *Contractor* shall submit test certificates and all associated supporting documents to the *Client.*

1.9.8. The *Contractor* will provide an initial test and inspection schedule for each site to the *Client.*

1.10 Consents, Permits and Licenses

1.10.1. The *Contractor* is responsible for obtaining the necessary consents, permits, licenses and agreements that are required to deliver the *works*. These could include:

- Flood Risk Activity Permit (FRAP)
- Marine Maritime Organisation (MMO) License
- Natural England (NE) Consent
- Tree Preservation Orders (TPO)
- Temporary Traffic Regulation Orders (TTRO)
- Temporary traffic management permits
- Environmental Permits for temporary works and construction
- Statutory Orders for the closure or diversion of footways, footpaths, cycleways and public right of way
- All consents and licences necessary for temporary works and compounds,
- Permits and approvals for working in and around utility apparatus.
- Ecological Licenses, including Bat Mitigation License and badger licenses.

1.10.2. The *Client* will be responsible for serving notice on the relevant landowners, in accordance Resources and Land Drainage Act, a minimum of two weeks in advance on of the Contractor's intended entry on to Site.

1.10.3. To enable the *Client* to prepare the Notice of Entry, the *Contractor* shall provide the following information no later than four weeks prior to access being required:

a. Final marked up plan of the proposed site, compounds and access requirements.
b. Duration of the works and entry requirements.
c. Outline methodology of the works to be undertaken.

1.10.4. The *Contractor* shall maintain close liaison with the *Client* with respect to ensuring all necessary landowner agreements and notices are in place prior to entry onto Site.

1.10.5. *Contractor* will notify in writing their intended start date and allow two weeks for the *Client* to provide access

1.11 Health, Safety & Environment

1.11.1 The *Contractor* will comply with the *Clients* Safety Health Environment and Wellbeing Code of Practice (SHEW CoP) when delivering the *works.*

1.11.2 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* will carry out the role of Principal *Contractor* and Designer under the Regulations.

1.11.3 The *Contractor* is responsible for the production of all CDM documentation for each site in accordance with the Pre-Construction Management Tool (PCMT). An example PCMT will be issued to the *Contractor*.

1.11.4 The works at each site will only commence once the *Client's* PCMT process has been satisfied and the status set to 'go'. The *Client* will confirm in writing to the *Contractor* that site works can commence following conclusion of this process.

1.11.5 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) for each activity or groups of activities detailing how they will

provide the *works* and submits these to the *Client* for comment. Submission dates for any RAMS are to be included in the programme.

1.11.6 The *Contractor* will use the *Client*s Health and Safety File template to produce the Health and Safety File. A Health and Safety File will be required for each site.

1.11.7 The *Contractor* will provide all the information necessary for the Principal Designer to suitably prepare the Health & Safety file.

1.11.8 The *Contractor* will attend Health & Safety meetings when required.

1.11.9 The *Contractor* will comply with all current Health and Safety Legislation, Regulations and Codes of Practice.

1.11.10 The *Contractor* will ensure the safety of the public at all times during the execution of any operations related to the *works*.

1.11.11 The *Contractor* will ensure that all parties under any sub-contracted works execute their works in accordance with items 1.11.1 to 1.11.10

1.12 Procurement of subcontractors

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the *Contractor* shall use sustainability, quality and price criteria when selecting *subcontractors*, evidence of how this was undertaken to be retained and made available to the *Client* if required.

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

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

1.12.4 The *Contractor* is required to demonstrate that they have made reasonable attempts to obtain three competitive tenders for all work in excess of £25,000.

1.13 Title, Marking and Materials from Excavation and demolition

1.13.1 No marking of Equipment, Plant or Materials outside the Work Areas expected.

1.13.2 The *Contractor* is responsible for all arising and materials generated from excavation and demolition works.

1.14 Completion

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

The *Client* is responsible for making their initial judgement following the joint inspection.

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

a. The *Contractor* will complete the whole of the works by the Completion Date.

b. The *Contractor* will ensure no Defects exist that prevent safe access and operation by the *Client*.

c. The *Contractor* will ensure no Defects exist that present a health and safety hazard to the public.

d. On completion of the *works*, the *Contractor* shall return the working areas, access and any other areas affected by the *works*, to a condition not inferior to that which existed prior to the construction works.

e. The *Contractor* is responsible for removing all construction waste and debris from site.

f. All site perimeter fencing, temporary works, materials storage and waste must be removed from site.

g. All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

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

a. The *Contractor* will provide an electronic copy of the completed Health and Safety File to the *Client* for acceptance. The *Contractor* is responsible for ensuring sufficient information has provided within the Health and Safety File to achieve acceptance by the *Client* and Principal Designer. The *Contractor* will use the *Client's* template for producing the Health and Safety File.

b. The *Contractor* is required to update the construction drawings to as-built status and ensure the drawings are an accurate reflection of the works carried out. The *Contractor* will issue the as-built drawings to the *Client* for acceptance. Allow two weeks for this review period.

c. The *Contractor* will provide an electronic copy of the Operating and Maintenance Manuals to the *Client*.

d. The *Contractor* will complete a Public Safety Risk Assessment (PSRA) on the completed works and issue to the *Client* for acceptance. Allow two weeks for this review period.

e. The *Contractor* will facilitate any training and/or familiarisation needed by the *Clients* operations staff for each site.

f. The *Contractor* will transfer all Building Information Modelling (BIM) to the *Client* via Asite.

g. The *Contractor* will issue the native file formats, for example dwg's and dxf's for all drawings, documents and models to the *Client* via Asite.

h. The *Contractor* is to complete the final Carbon Calculator and Carbon Appendix.

1.15 Accounts and Records

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

1.15.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*).

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

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

1.15.4 Applications for payment should include sub-contractor and supplier cost statements.

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: once every two weeks for each live site, in person.

1.16.2 Location: At each site live site

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

1.17 CONSTRUCTION PHASE

1.17.1 Where necessary, the *Contractor* will provide temporary works [including design, supply and installation] to facilitate the *works*.

1.17.2 For any works within a water course, the *Contractor* will ensure continuity of flows within the channel for example by over pumping or fluming.

1.17.3 The *Contractor* is responsible for obtaining information relating to anticipated levels in the watercourse/river during the *works* and shall be responsible for the assessment of the sufficiency and suitability of any temporary works proposals to prevent flooding to the *works*, the working areas and surrounding areas. This includes but is not limited to overpumping, cofferdams, working platforms.

1.17.4 Once the *Contractor* has taken temporary possession of the site to deliver the *works*, the *Contractor* is responsible for the following:

a. Ensuring flows within the channel (in the work area), are managed sufficiently, for example by over pumping so that the channel flows do not present a flood risk. This will include, but not limited to, monitoring of channel levels and overpumping performance, ensuring any pumps are in good working order and are fully operational during, and outside of, working hours.
b. Ensuring that the channel does not become blocked or partially blocked with debris as a result of *the works*. The *Contractor* is responsible for the removal and disposal of the debris.
c. Where necessary, the *Contractor* will maintain the existing level of flood protection during the *works* at each site for example by using temporary works.

1.17.5 The *Client* is responsible for producing and submitting the Schedule 8 form which facilitates communication with the *Clients* Flood Warning Officers regarding

forecasted rainfall and weather events. The *Contractor* is to ensure the appropriate contacts details are given for each site and that alternative contacts are also given should key site personnel be unavailable.

1.17.6 As part of the PCMT process, the *Contractor* is required to carry out Ground Penetration Surveys at each site prior to mobilisation.

1.17.7 The *Contractor* is to ensure no unauthorised entry into site.

1.17.8 The *Contractor* is required to provide a Traffic Management Plan (TMP) for each site.

1.17.9 The *Contractor* is required to provide a Site Waste Management Plan (SWMP) which captures each site.

1.17.10 The *Contractor* is required to remove all waste from site, including hazardous material, at the earliest opportunity using licensed carriers to a licensed recycling or disposal facility. The *Contractor* is to retain all disposal/transfer notes to verify compliance with Duty of Care regulations throughout the duration of the delivery phase.

1.17.11 The *Contractor* is to be cognisant of the environmentally sensitive nature of the sites, the risk from inclement weather and the risk of contamination should stockpiled hazardous material leach into the surrounding area. Hazardous waste is to be removed from site at the earliest opportunity by the *Contractor*.

1.17.12 The *Contractor* is to reuse site won material where possible, ensuring compliance with the engineering and chemical characteristics detailed in the proposed design and the associated specification.

1.17.13 The *Contractor* shall promptly remove mud and debris along any public access routes, driveways, footpaths and carriageways caused as a result of the *works*.

1.17.14 The *Contractor* is responsible for carrying out Invasive Non-Native Species (INNS) surveys at each site. The surveys need to identify the presence or absence of any INNS and will include any areas impacted by the *works*, such as the work area, compound and access routes.

1.17.15 The *Contractor* is responsible for carrying out surveys of protected species, such as bats, water voles and otters, where required.

1.17.16 The *Contractor* is responsible for carrying out any ecological surveys, including nesting bird checks.

1.17.17 The *Contractor* is responsible for determining the most appropriate location of each site compound and access. Where possible compounds are to be adjacent to *the works* and will be managed using the Notice of Intended Entry on to land, as detailed in the Water Resources Act 1991. Any compound not adjacent to the work area will need to be agreed in writing with the *Client*.

1.17.18 The *Contractor* will adhere to the *Clients* Check, Clean, Dry process as noted in the SHEW CoP.

1.17.19 The *Contractor* is to provide, where required, suitable protection to any existing *Client* or third-party assets, surrounding utility infrastructure, protected trees and any other miscellaneous items to ensure the *works* do not cause any damage.

1.17.20 Any survey station, which is damaged or dislodged during the *works* shall be re-installed by the *Contractor.* The *Contractor* is to inform the *Client* on any survey stations that need to be removed to allow the new position to be agreed.

1.17.21 The *Contractor* will ensure good industry practice is implemented to ensure pollutants and contaminants from site operations and compounds do not enter the

local ecological systems, such as sediment/silt prevention measures for in channel works, onsite spill kits and no refuelling within 10m of a water course.

1.17.22 The *Contractor* is responsible for any tree and vegetation clearance required to carry out the *works*.

1.17.23 The *Contractor* is to be aware that any trees that are removed during the works are to be replaced by the *Contractor* using a 5:1 ratio.

1.17.24 The *Contractor* is to provide protection of the installed *works*, where required. Defects and any other damage and imperfections must be corrected prior to Completion. The *Contractor* is to ensure the *works* are in an acceptable condition for inspection and acceptance by the *Client*.

1.17.25 The *Contractor* will scope, procure and supervise any ground investigation and site investigation works which may be required to complete the design of the *works*.

1.17.26 The *Contractor* will prepare and submit an interpretive technical note relating to this and all other site investigations.

1.17.27 The *Contractor* shall ensure that during construction works the noise and vibration created does not exceed limits stipulated in the “Noise at Work Regulations” and the Environment Agency’s Minimum Technical Requirements. Departures from the Minimum Technical Requirements for noise must be submitted for acceptance prior to providing the associated method statement.

1.17.28 The *Contractor* shall ensure that the correct signage is in place for the *works*. The *Client* can provide promotional signage for works at locations that are clearly visible to the public.

1.18 CARBON

1.18.1 Carbon is to be managed in accordance with the SHEW CoP and LIT 7067.

1.18.2 The *Client* will issue Carbon Modelling Tool (LIT 14605) to the *Contractor* for each site.

1.18.3 The *Contractor* will complete the Carbon Calculator (LIT 14604) on completion of the delivery phase to capture all carbon data from the detailed design and delivery phase. The *Contactor* will submit the carbon calculator (LIT 14604) to the *Client* for verification.

1.18.4 The *Contractor* is to produce a Carbon Appendix, once LIT14604 has been verified, and issue to the *Client* for acceptance.

1.19 Site Specific Requirements

1.19.1 Monks Dyke Tidal Outfall

a. Tirfor lifting system to be compatible with lifting apparatus T516 D (Product code 18119) https://www.tractel.com/en/product/tirfor-t500-series/5714

b. The flap valve will be delivered to site, Monks Dyke Tidal Outfall, NGR: NY2287457448, for installation, or, should this project be unable to progress to the construction phase, to the Environment Agency's Bridge End Depot in Levens, Kendal, LA8 8EL (NGR: SD4747485809, W3W: solved.limit.engraving). Upon the *Contractor* demonstrating that an order (including vesting certificate if delivered to Bridge End Depot, see 1.19.1d below) has been placed for the flap valve, payment for Price List Item 1.18 can be claimed. Price List Item 1.18 is to include delivery to site for tender purposes.

c. The flap valve winching system (davit arms, anchors, lifting equipment) will be delivered to site, Monks Dyke Tidal Outfall, NGR: NY2287457448, for installation, or, should this project be unable to progress to the construction phase, to the Environment Agency's Bridge End Depot in Levens, Kendal, LA8 8EL (NGR:

SD4747485809, W3W: solved.limit.engraving). Upon the *Contractor* demonstrating that an order (including vesting certificate if delivered to Bridge End Depot, see 1.19.1d below) has been placed for the Tirfor winching system, payment for Price List Item 1.19 can be claimed. Price List Item 1.19 to include delivery to site for tender purposes.

d. If construction is unable to progress, and as the flap valve and Tirfor winching system will be paid for in advance of delivery, a vesting certificate must be completed by the *Contractor* for full payment of Price List Item 1.18 and 1.19 to be claimed. A vesting certificate has been produced by the *Client* and *Contractor* and is referenced in Section 7, Site Information, within this document. This certificate must be completed and provided with the proof of order. If changing the delivery location from site to Bridge End Depot causes the transport and handling cost of the materials to differ significantly from what has already been included in Price List Item 1.18 and 1.19, this can be covered with a CE with agreement from the *Client*.

1.19.2 Ridding Sough Inlet Headwall

a. Refer to access constraints noted in document Longburgh_Ridding Sough-Failing Bridge Location.pptx. *Contractor* is not permitted to use the existing bridge highlighted in the document.
b. PSRA for the site is only to be carried out for the construction works. No PSRA is required on completion of the works for the permanent works.
c. *Contractor* is to consult with the Urban Design/Conservation Officer at Carlisle City Council (*Client* can provide details) local conservation officer and agree the proposed brick and mortar to be used for the repairs.
d. *Contractor* is to produce a test section of repointing on the asset itself using the accepted mortar to allow for a comparison with existing masonry to be carried out by the *Client*.
e. If sandstone block replacement is required, the *Contractor* will use a match as close as possible to the existing sandstone blocks. Conservation officer is to be consulted to agree the proposed sandstone block replacement.
f. *Contractor* to produce a scaled photographic record of structure that is to be repaired prior to carrying out the *works* and upon completion.
g. *Contractor* is to retain and re-use the original stonework for the repair as far as is practicably possible.

1.19.3 Access Bridge - Lochinvar Flood Storage Basin

a. The proposed works are located on the outfall of Lochinvar Flood Storage Basin (FSB). Consequently, the Qualified Civil Engineer (QCE) is to provide Reservoir Safety Acceptance of the completed works through the Project Manager.
b. To allow the Reservoir Safety Acceptance process to commence the following items will be required from the *Contractor*:
    I. Site inspections during the delivery of the *works*. The works that require inspection by the QCE are to be agreed with the *Contractor* prior to commencing site operations.
    II. A Site walkover of the completed works with the QCE or Supervising Engineer (SE).
    III. Asbuilt drawings of the completed works.
    IV. Asbuilt surveys of the completed works.
c. The *Contractor* will need to submit RAMS, via the *Client,* to the Qualified Civil Engineer (QCE) for review and acceptance in accordance with the Reservoir

act 1975. A two-week review period is to be allowed for and will run concurrently to the two-week review period for the *Client*. Works are not permitted to commence on site until the QCE and *Client* has accepted the RAMS.

d. QCE site inspection dates are to be included in the programme.
e. *Contractor* is to avoid any works on the reservoir embankment as far as is practicably possible.
f. *Contractor* is to carry out a lead paint survey on the existing guardrail that will be affected by the works.

1.19.4 Eden Embankment Carrier Drain

a. *Contractor* is responsible for applying for and obtaining the discharge consent from the local authority for the drainage network outfall into the Laundry Culvert (LCMH2).
b. Details on the application can be found using the following link https://legacy.westmorlandandfurness.gov.uk/planning-environment/flooding/consenting.asp

2. Drawings

Monks Dyke Tidal Outfall

Drawing Number	Revision	Title
EA-CLA R&R – S7-Monks Dyke Tidal Outfall	2	2303240 – EA-CLA RR-S7-Monks Dyke Tidal Detail-HEM-Rev2.pdf
2303240-S7-D020	C2	2303240-S7-D020-C2 Monks Dyke Tidal Outfall – Existing Site Plan.pdf
2303240-S7-D030	C1	2303240-S7-D030-Monks Dyke Tidal Outfall – Existing Sections.pdf
2303240-S7-D100	C3	2303240-S7-D100C2-C3 Monks Dyke Tidal Outfall – Proposed Works Plan.pdf
2303240-S7-D150	C3	2303240-S7-D150C2-C3 Monks Dyke Tidal Outfall – Proposed Sections.pdf
2303240-S7-D200	C2	2303240-S7-D200C1-C2 Monks Dyke Tidal Outfall – Construction Details.pdf
WD0394	P2	2303240-S7-W0394_P2-Flap Valve Winch System.PDF
S-204831-Y01-GA	A	S-204831-Y01-GA-Example Gate Issued to Suppliers.pdf
12502021-LC004-S001	P1	2019 10 21 Monks Dyke As Built.pdf
Cumbria & Lancashire Debris Screen Package: Monks Dyke Outfall		Monks Dyke Outfall Health and Safety File.pdf

Ridding Sough Inlet Headwall

Drawing Number	Revision	Title

2303240 - EA-CLA R&R – S4 – Ridding Sough Inlet Headwall	1	2303240 – EA-CLA RR-S4 – Ridding Sough – HEM-Rev1_CD.pdf
2303240-S4-D020	C1	2303240-S4-D020-Ridding Sough Headwall – Existing Site Plan.pdf
2303240-S4-D030	C1	2303240-S4-D030-Ridding Sough Headwall – Existing Section.pdf
2303240-S4-D100	C1	2303240-S4-D100-Ridding Sough Headwall – Proposed Works Plan.pdf

Access Bridge - Lochinvar Flood Storage Basin

Drawing Number	Revision	Title
2303240 - EA-CLA R&R - S1 - Lochinvar Access Bridge	1	2303240 – EA-CLA RR-S1 – Lochinvar Access Bridge-HEM-Rev1-09Nov23.pdf
2303240-S1-D020	C1	2303240-S1-D020-C1 Lochinvar Access Bridge – Existing Site Plan.pdf
2303240-S1-D030	C1	2303240-S1-D030-C1 Lochinvar Access Bridge – Existing Sections.pdf
2303240-S1-D100	C2	2303240-S1-D100-C2 Lochinvar Access Bridge – Proposed Works Plan.pdf
2303240-S1-D200	C1	2303240-S1-D200-C1 Lochinvar Access Bridge – Construction Details.pdf
B1155400		As Built Drawings Full Set.pdf
CH6624	A	CH6624-101A.pdf
FD/HAS/LONGTOWNFSB	June 2012	Longtown FSB Health and Safety File.doc

Eden Embankment Carrier Drain

Drawing Number	Revision	Title
2303240 - EA-CLA RR-S2	2	2303240 - EA-CLA RR-S2 - Eden Embankment Carrier Drain-HEM-Rev2-Apr24_LB
2303240 - EA-CLA_S2		2303240 - EA-CLA_S2-Eden Emb Carrier Drain-PSRA-24Sep24
2303240-S2-D020	C1	2303240-S2-D020-Eden Embankment Carrier Drain - Existing Site Plan
2303240-S2-D100	C2	2303240-S2-D100-Eden Embankment Carrier Drain - Proposed Works Plan
2303240-S2-D150	C1	2303240-S2-D150-Eden Embankment Carrier Drain - Long Sections
2303240-S2-D200	C2	2303240-S2-D200-Eden Embankment Carrier Drain - Construction Details

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	December 2021	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	March 2023	
Exchange Information Requirements (LIT 17641)	December 2022	
LIT 16559 - Constructing a Better Environment Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	September 2023	Yes
Construction Design Regulations (CDM) 2015		Yes
Lot 1 – Spec Supplementary clauses – General	June 2018	
Lot 1 & Lot 3 – Supply Chain Passport Template	March 2024	
Civil Engineering Specification for the Water Industry 7th Edition	March 2011	Yes
LIT 11682 – Intellectual Property Policy.docx	Jan 2024 – V.3	
LIT 12674 – Ensuring intellectual property rights ownership through contracts	Jan 2022 – V.2	
LIT 12516 – Buried services survey specification	March 2020 – V.2	
LIT 18749 – National Standard Technical Specifications for Surveying Services	March 2023 – V. 5.01	

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

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to **[James Chapman].** The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.2 All communications from the *Contractor* to the *Client* shall be sent to **[James Chapman].**

4.3 Protection against Damage

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

4.3.2 The *works* at each site will only commence once the *Client's* PCMT process has been satisfied and the status set to 'go'. The *Client* will confirm in writing to the *Contractor* that site works can commence following conclusion of this process.

4.3.3 The PCMT deliverables should be presented to the *Client* no less than 14 days prior to when the *Contractor* intends to start work. PCMT deliverables include the Construction Phase Plan (CPP).

4.3.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review any PCMT Deliverables.

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

4.3.7 Details of the access routes must be included within the method statements.

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

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

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

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

4.3.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client* and notify an early warning.

4.3.13 Fourteen (14) working days' notice of commencement of any site works shall be given to the *Client*.

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

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

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

4.3.17 The *Client* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

4.3.18 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request.

4.3.19 The *Contractor* shall promptly remove mud and debris along the public access routes, footpaths and carriageways caused as a result of the works.

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

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

4.4 Choice of Equipment

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

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

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

4.5 Permits

4.5.1. The *Contractor* is responsible for securing any permits, licenses and consents required to complete the *works*, and shall be responsible for all associated costs.

4.6 Working times

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

4.7 Design Submissions

4.7.1 The design acceptance process for each site is as follows:

a. *Contractor* submits designs [including any temporary works designs] to the *Client* for review. Two weeks will be allowed for this review by the *Client.*
b. On completion of the 2 week review period, the *Contractor* and their Designer will attend one design review meeting in person with the *Client,* for each site.
c. *Contractor* will carry out any design changes requested during steps 1. and 2. which will be captured in a design log. *Client* is responsible for maintaining the design log. Any design changes are to be completed within two weeks or otherwise agree with the *Client.*

d. Provide completed detailed design drawings at 'Construction Issue' status to the *Client* for acceptance.

4.8 Additional Constraints

4.8.1 Prior to commencement, the *Contractor* will consider and identify up-to-date service locations using drawings and review the SHEW Code of Practice in relation to services.

4.8.2 The *Contractor,* whilst supplied with all known service information available to the *Client*, must demonstrate relevant due diligence when excavating/ breaking ground. The *Contractor* accepts liability for excavations / breaking out works, including the safe management of these *works*.

4.8.3 The *Contractor* will ensure access along footpaths is maintained, or a suitable diversion planned and agreed with the relevant landowner/local council, throughout the duration of the *works* for public use.

4.8.4 Where any existing footpaths are Disability Discrimination Act 1995 (DDA) complaint, the *Contractor* shall ensure ongoing compliance for the temporary diversions.

4.8.5 The *Contractor* is responsible for identifying and securing suitable site compounds for each site.

4.8.6 The *Contractor* may publicise information about the *works*, so long as the *Client* has agreed in writing following review of the publication.

4.8.7 The *Contractor* should make all provisions possible to eliminate, offset or reduce its carbon output.

4.8.8 The *Contractor* is responsible for any claims associated with flooding which have been incurred by the negligence of the *Contractor*. For the avoidance of doubt, negligence is failure to maintain flood protection measures and/or other omissions by the *Contractor*.

4.8.9 All site fencing/hoarding to be constructed by the *Contractor* as per the associated temporary works design and maintained and inspected on a regular basis by the *Contractor.*

4.8.10 The *Contractor* will adhere to any environmental constraints including in-channel working seasonal restrictions, ecological constraints/survey requirements and environmental designations (e.g. Sites of Special Scientific Interest) that have been identified in the Initial Environmental Assessments.

4.8.11 The *Contractor* will consider Public and Operational Safety in all designs and every effort must be made during the planning and management of activities to reduce the impact on the public and the impression of a 'considerate constructor' should be given at all times. This includes reducing noise, dust and vehicle/plant movements as far as reasonable.

4.8.12 The *Contractor* shall execute the *works* to minimise disruption to local residents, stakeholders and the general public.

4.8.13 The *Contractor* will carry out the works in such a way that will allow adjacent businesses to remain operational and residences accessible, unless otherwise agreed with owners/occupiers and *Client*. Any access routes to properties affected by the *works* shall be safely maintained.

5. Requirements for the programme

5.1 The *Contractor* shall submit their first programme within two weeks of contract award.

5.2 The *Contractor* shall submit the programme in PDF and Microsoft Project 2016 formats.

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

a. Within the period for reply after the *Client* has instructed the *Contractor* to.

b. When the *Contractor* chooses to and, in any case,

c. The *Contractor* will update the programme and issue to the *Client* for acceptance every 4 weeks from the starting date until Completion of the whole of the works

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

a. The *starting date* and Completion Date

b. The critical path

c. The dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works

d. The order and timing of the operations which the *Contractor* plans to do in order to provide the *works*

e. Lead in periods for materials and *subcontractors*,

f. The order and timing of the work of the *Client* and others required for the *Contractor* to provide the works,

g. Provisions for float, time risk allowance, mobilisation, health and safety requirements, project planning and procedures set out in the contract

h. PCMT Deliverables, RAMS, FCP, Emergency Action Plan and the associated *Client* review period.

i. Works required by others.

j. Design submissions and design submission procedure

k. Dates for commissioning, handover and training with the *Client*.

l. The *Client*'s land entry notice processes and lead in (14 days)

m. Any key third party interfaces such as time required to obtain consents, waste permits, Flood Risk Activity Permit.

5.5 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:

a. The *Contractor's* plans which it shows are not practicable

b. It does not represent the *Contractor's* plans realistically or

c. It does not comply with the Scope

5.6 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.

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

a. The actual progress achieved on each operation and its effect upon the timing of the remaining work

b. How the *Contractor* plans to deal with any delays and to correct notified Defects and

c. Any other changes which the *Contractor* proposed to make to the Accepted Programme

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

Item	**Date by which it will be provided**
Notice of Entries for the site, compound and access routes.	At least 14 days prior to works commencement.
Statutory Utility Drawings – Included in the Site Information. The *Client* will provide an updated copy of the utility drawings for each site at Contract Award. The *Contractor* is responsible for obtaining updated utility drawings thereafter.	Contract Award
Hazard Map	Listed in the Section 7
Fastdraft Access	*starting date*
Asite Access	*starting date*

7. Site Information

All site information for each site is listed in the following table:

Information that relates to all sites:

Document Reference	Document Title
Pre-Construction Management Tool - Allocated Deliverables	PCMT Template (applies to all sites in this package)
ECW role_extract from MTR	Description of ECW Role (applies to all sites in this package)

Monks Dyke Tidal Outfall:

Document Reference	Document Title
Hazard Map – Monks Dyke.pptx	Hazard Map
2020_Monks Dyke 94990_Completed CCTV Report.pdf	CCTV Survey Information
1754.pdf	Topographical Survey in PDF
1770.pdf	Topographical Survey in PDF
1771.pdf	Topographical Survey in PDF
Monks Dyke – UXO.pdf	UXO Map
33186799_NGN.pdf	Northern Gas Services Search
33186799_Electricity North West.pdf	Electricity Northwest Services Search
LSBUD-240423-33186799.PDF	Enquiry Confirmation (LSBUD)
Openreach Monks Dyke.png	Plant Information Reply (Openreach)
UU Monks Dyke.pdf	United Utilities Maps for Safe Dig
GRM.P10465. LR.01_Optimized.Issued.pdf	Ground Investigation Report
LIT 14605 – Carbon Modelling Tool – Monks Dyke Tidal Outfall.xlsm	Carbon Modelling Tool
Monks Dyke EAP (Environmental Action Plan).docx	Environmental Action Plan
Cumbria_Recon_Historic_Package1_ENV7005379R	Monks Dyke Tidal Outfall Vesting Certificate Ver. 1
All drawings referenced to in Section 2 (Drawings)	

Ridding Sough Inlet Headwall:

Document Reference	Document Title
2020s1342-EKM-JBAU-00-RS-RP-C-0001-Ridding_Sough_Inspection (002).pdf	Ridding Sough Inlet Headwall Burgh-by-Sands Structural Inspection
EKM-JBAU-00-RS-DR-C-0001-Ridding_Sough-Ridding_Sough.pdf	Ridding Sough Inlet Headwall Repairs GA
Ridding Sough Culvert – PCI – Rev 2.pdf	Pre Construction Information (PCI)
Ridding Sough – UXO.pdf	UXO Map
33187661_NGN.pdf	Northern Gas Services Search
33187661_Electricity North West.pdf	Electricity Northwest Services Search
LSBUD-240423-33187661.PDF	Enquiry Confirmation (LSBUD)
Openreach Ridding Sough.png	Plant Information Reply (Openreach)
UU Ridding Sough.pdf	United Utilities Maps for Safe Dig
Longburgh_Ridding Sough- Failing Bridge Location.pptx	Access Information (Failing bridge)
LIT 14605 – Carbon Modelling Tool – Ridding Sough.xlsm	Carbon Modelling Tool

Ridding Sough EAP (Environmental Action Plan).docx	Environmental Action Plan
All drawings referenced to in Section 2 (Drawings)	

Access Bridge - Lochinvar Flood Storage Basin:

Document Reference	Document Title
Longtown Flood Storage Basin – PCI – For Issue.pdf	Pre Construction Information (PCI)
Hazard Map – Longtown FSB.pptx	Hazard Map
Longtown FSB – UXO.pdf	UXO Map
33188344_NGN.pdf	Northern Gas Services Search
33188344_Electricity North West.pdf	Electricity Northwest Services Search
LSBUD-240423-33188344.PDF	Enquiry Confirmation (LSBUD)
National Grid Electricity_33188344.pdf	National Grid Services Search
Openreach Lochinvar.png	Plant Information Reply (Openreach)
Shell (OP) Pipelines – DO NOT PROCEED LSBUD Enquiry Chaser.msg	Shell (OP) Pipelines Affected Letter
UU Lochinvar FSB.pdf	United Utilities Maps for Safe Dig
LIT 14605 – Carbon Modelling Tool – Lochinvar FSB rev 1.xlsm	Carbon Modelling Tool
Lochinvar Access Bridge EAP (Environmental Action Plan).docx	Environmental Action Plan
All drawings referenced to in Section 2 (Drawings)	

Eden Embankment Carrier Drain:

Document Reference	Document Title
Laundry Culvert HS File.zip	H&S File – Laundry Culvert
ENV0000495C-MMD-DZ-ZZ-DR-C-0213945 C01 Phase 1A Embankment Slump Repairs GA.pdf	General Arrangement Map
Eden Embankment Land Drain – PCI – For Issue – Rev 2.pdf	Pre Construction Information (PCI)
Eden Embankment – UXO.pdf	UXO Map
33194598_NGN.pdf	Northern Gas Services Search
33194598_Electricity North West.pdf	Electricity Northwest Services Search
Openreach Eden Embankment.png	Plant Information Reply (Openreach)
LSBUD-240423-33194598.PDF	Enquiry Confirmation (LSBUD)
UU Eden Embankment.pdf	United Utilities Maps for Safe Dig
LIT 14605 – Carbon Modelling Tool – Eden Embankment.xlsm	Carbon Modelling Tool
LIT 14605 – Carbon Modelling Tool – Eden Embankment rev 1.xlsm	Carbon Modelling Tool
Eden Embankment Carrier Drain EAP (Environmental Action Plan).docx	Environmental Action Plan
All drawings referenced to in Section 2 (Drawings)	