# Short Contract

**Crown Commercial Services (CCS) RM6088 Lot 1.2.2**

**CCS reference number CWAS-675-2023**

| | |
|---|---|
| **A contract between** | **The Environment Agency**<br>**Horizon House**<br>**Deanery Road**<br>**Bristol**<br>**BS1 5AH** |
| **And** | **J T Mackley & Co Limited** |
| **For** | **FCRM SSD Recondition 20/22 Pevensey confined space access package 4** |
| | **Contract Forms**<br>- **Contract Data**<br>- **The *Contractor's* Offer and *Client's* Acceptance**<br>- **Price List**<br>- **Scope**<br>- **Site Information** |

# Contract Data

## The *Client's* Contract Data

| | |
|---|---|
| | The *Client* is |
| Name | Environment Agency |
| Address for communications | Environment Agency, Guildbourne House, Chatsworth Road, Worthing, West Sussex, BN11 1LD |
| Address for electronic communications | [redacted] |
| The *works* are | Design and install improved access for tidal outfall chambers in the Pevensey and Cuckmere catchment area. All chamber access points shall conform to confined space entry category NC2. The works will require the reconditioning, upgrading and reconfiguration of a number of outfall chamber ladders, platforms and covers. |
| The *site* is | **Various locations across Solent and South Downs:**<br>Pevensey West Outfall – Inner & Outer Chamber access improvements: TQ 66138 04351 & TQ6615704315 (Condition Assessment, refurbishment, Design & installation).<br>Pevensey Central Outfall – Inner & Outer Chamber access improvements: TQ 66210 04362 & TQ 66254 04296 (Condition Assessment, refurbishment, Design & installation).<br>Crumbles Outfall – Inner and Outer Chamber access improvements: TQ 62804 00177 & TQ 62819 00149 (Condition Assessment, refurbishment Design & installation).<br>Bulverhythe Outfall - Inner and Outfall Chamber access improvements: TQ 78424 08639 & TQ 78425 08630 (Condition Assessment, refurbishment, Design & installation).<br>East Stream Outfall – Chamber access improvements: TQ 69476 05952 (Condition Assessment, refurbishment, Design & installation). |
| The *starting date* is | 01/09/2023 |
| The *completion date* is | 31/07/2024 |
| The *delay damages* are | £ Nil — Per day |
| The *period* for reply is | 2 — weeks |
| The *defects date* is | 104 — weeks after Completion |

| | | |
|---|---|---|
| The *defects correction period* is | 4 | weeks |
| | | |
| The *assessment day* is | the last working day | of each month |
| | | |
| The *retention* is | 5% | % |
| | | |
| 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

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| 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.**

| | |
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| 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 | £100,000 GBP |
| The *Client* provides this insurance | None |

**Insurance Table**

| Event | Cover | Cover provided until |
|---|---|---|
| Loss of or damage to the *works* | The replacement cost | The *Client's* certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | The replacement cost | The defects Certificate has been issued |
| The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an 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 £1,000,000 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 |

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

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

**Only enter details here if additional conditions are required.**

| | |
|---|---|
| Z1.0 | Sub-contracting |

| | |
|---|---|
| Z1.1 | The Contractor submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* has accepted them. |
| Z1.2 | Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice. |
| Z2.0 | Environment Agency as a regulatory authority |
| Z2.1 | The Environment Agency's position as a regulatory authority and as *Client* under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other. |
| Z2.2 | Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client*'s acceptance of a tender and the *Client*'s instruction or variation of the works does not constitute statutory approval or consent. |
| Z2.3 | An action by the Environment Agency as regulatory authority is not in its capacity as *Client* and is not a compensation event. |
| Z3.0 | Confidentiality & Publicity |
| Z3.1 | The *Contractor* may publicise the works only with the *Client*'s written agreement. |
| Z4.0 | Correctness of Site Information |
| Z4.1 | Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client* but is not warranted correct. The *Contractor* checks the correctness of any such Site Information they rely on for the purpose of Providing the Works. |
| Z5.0 | The Contracts (Rights of Third Parties) Act 1999 |
| Z5.1 | For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract. |
| Z6.0 | Design |
| Z6.1 | Where design is undertaken, it is the obligation of the Contractor to ensure the use of skill and care normally used by professionals providing similar design services. |
| Z6.2 | The *Contractor* designs the parts of the works which the Scope states they are to design. |
| Z6.3 | The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor*'s design is that it does not comply with either the Scope or the applicable law.<br><br>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:<br>The works are affected by any one of the following events<br>• War, civil war, rebellion revolution, insurrection, military or usurped power<br>• Strikes, riots and civil commotion not confined to the employees of the Contractor and sub-contractors<br>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel<br>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device<br>• Natural disaster<br>• Fire and explosion<br>• Impact by aircraft or other device or thing dropped from them |
| Z8.0 | Framework Agreement |
| Z9.0 | Termination |
| Z9.1 | Delete the text of Clause 92.3 and replace with: |

| | |
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| | 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<br>At the Contract Date the total of the Prices does not include a sum to cover inflation.<br>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.<br>The number of Price Adjustments shall be equal to:<br>The number of months between the Completion Date included at the Contract Date and the Contract Date.<br>The proportion of Price Adjustment shall be equal to:<br>The total of the Prices at the Contract Date / The number of Price Adjustments<br>Each time the amount due is assessed, the Price Adjustment shall be:<br>The proportion of Price Adjustment x [80% x CPI 1 – month rate]<br>The CPI 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment<br>Provided always that the fixed number of Price Adjustments has NOT been exceeded.<br>The Price Adjustment adjusts the total of the Prices.<br>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

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|---|---|---|
| | The *Contractor* is | |
| Name | J. T. Mackley | |
| Address for communications | Bankside House, Henfield Road, Small Dole, Henfield, Bn5 9XQ | |
| Address for electronic communications | [redacted] | |
| The *fee* percentage is | 9 | % |
| The *people rates* are | As agreed within the CCS Framework | |
| category of person | unit | rate |
| | | |
| | | |
| | | |
| | | |
| | | |
| The *published list of Equipment* is | | |
| The *percentage for adjustment for Equipment* is | | 9% |

# 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 | £198,948.96 |
| | **Enter the total of the Prices from the Price List.** |

Signed on behalf of the *Contractor*

Name [redacted]

Position

Signature

Date

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

Signed on behalf of the *Client*

Name [redacted]

Position

Signature

Date

# Price List

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

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

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

| Item Number | Description | Unit | Quantity | Rate | Price |
|---|---|---|---|---|---|
| 1.0 | Pevensey West Outfall – Inner & Outer Chamber access improvements | | | | |
| 1.1 | Validate the conceptual new arrangements and its dimensions as described in the scope | sum | | | |
| 1.2 | One desktop Preliminary Environmental Assessment (PEA) COVERING ALL SITES in the contract | sum | | | |
| 1.3 | Environmental Action Plan (EAP) COVERING ALL SITES in the contract | sum | | | |
| 1.4 | Service searches, detailed design and construction drawings | sum | 1 | | |
| 1.5 | Pre-Construction Information | sum | | | |
| 1.6 | Construction Phase Plan | sum | | | |
| 1.7 | Project Management and programme | sum | 1 | | |
| 1.8 | Mobilisation to site including, but not limited to:<br>- Pre-construction detailed photographic record areas<br>- Welfare<br>- Site access<br>- Enabling works<br>- Tidal and fluvial flow management | sum | 1 | | |
| 1.9 | Construction, including, but not limited to:<br>- Labour<br>- Materials<br>- Fabrication<br>- Fixings<br>- Installation<br>- Temporary Works<br>- Removal and disposal of waste | sum | 1 | | |
| 1.10 | Demobilisation of site, including, but not limited to:<br>- Post-construction detailed photographic record areas<br>- Welfare<br>- Access and site reinstatement | sum | 1 | | |

| | | | | | |
|---|---|---|---|---|---|
| 1.11 | Health and Safety File including as built drawings | sum | | | Included |
| 1.12 | One Final Carbon Calculator COVERING ALL SITES | sum | | | Included |
| | Pevensey West Outfall – Inner & Outer Chamber access improvements Sub-total | | | | [redacted] |
| 2.0 | Pevensey Central Outfall – Inner & Outer Chamber access improvements | | | | |
| 2.1 | Validate the conceptual new arrangements and its dimensions as described in the scope. | sum | | [redacted] | |
| 2.2 | Service searches, detailed design and construction drawings | sum | 1 | | |
| 2.3 | Pre-Construction Information | sum | | | |
| 2.4 | Construction Phase Plan | sum | | | |
| 2.5 | Project Management and programme | sum | 1 | | |
| 2.6 | Mobilisation to site including, but not limited to:<br>- Pre-construction detailed photographic record areas<br>- Welfare<br>- Site access<br>- Enabling works<br>- Tidal and fluvial flow management | sum | 1 | | |
| 2.7 | Construction, including, but not limited to:<br>- Labour<br>- Materials<br>- Fabrication<br>- Fixings<br>- Installation<br>- Temporary Works<br>- Removal and disposal of waste | sum | 1 | | |
| 2.8 | Demobilisation of site, including, but not limited to:<br>- Post-construction detailed photographic record areas<br>- Welfare<br>- Access and site reinstatement | sum | 1 | | |
| 2.9 | Health and Safety File including as built drawings | sum | | | |
| | Pevensey Central Outfall – Inner & Outer Chamber access improvements Sub-total | | | | [redacted] |
| 3.0 | Crumbles Outfall – Inner and Outer Chamber access improvements | | | | |
| 3.1 | Validate the conceptual new arrangements and its dimensions as described in the scope. | sum | | [redacted] | |
| 3.2 | Service searches, detailed design and construction drawings | sum | 1 | | |
| 3.3 | Pre-Construction Information | sum | | | |
| 3.4 | Construction Phase Plan | sum | | | |
| 3.5 | Project Management and programme | sum | 1 | | |
| 3.6 | Mobilisation to site including, but not limited to:<br>- Pre-construction detailed photographic record areas<br>- Welfare<br>- Site access<br>- Enabling works<br>- Tidal and fluvial flow management | sum | 1 | | |

| | | | | |
|---|---|---|---|---|
| 3.7 | Construction, including, but not limited to:<br>- Labour<br>- Materials<br>- Fabrication<br>- Fixings<br>- Installation<br>- Temporary Works<br>- Removal and disposal of waste | sum | 1 | [redacted] |
| 3.8 | Demobilisation of site, including, but not limited to:<br>- Post-construction detailed photographic record areas<br>- Welfare<br>- Access and site reinstatement | sum | 1 | |
| 3.9 | Health and Safety File including as built drawings | sum | | |
| | Crumbles Outfall – Inner and Outer Chamber access improveme | | | |
| 4.0 | Bulverhythe Outfall - Inner and Outfall Chamber access improvements | | | |
| 4.1 | Validate the conceptual new arrangements and its dimensions as described in the scope. | sum | | [redacted] |
| 4.2 | Service searches, detailed design and construction drawings | sum | 1 | |
| 4.3 | Pre-Construction Information | sum | | |
| 4.4 | Construction Phase Plan | sum | | |
| 4.5 | Project Management and programme | sum | 1 | |
| 4.6 | Mobilisation to site including, but not limited to:<br>- Pre-construction detailed photographic record areas<br>- Welfare<br>- Site access<br>- Enabling works<br>- Tidal and fluvial flow management | sum | 1 | |
| 4.7 | Construction, including, but not limited to:<br>- Labour<br>- Materials<br>- Fabrication<br>- Fixings<br>- Installation<br>- Temporary Works<br>- Removal and disposal of waste | sum | 1 | |
| 4.8 | Demobilisation of site, including, but not limited to:<br>- Post-construction detailed photographic record areas<br>- Welfare<br>- Access and site reinstatement | sum | 1 | |
| 4.9 | Health and Safety File including as built drawings | sum | | |
| | Bulverhythe Outfall - Inner and Outfall Chamber access improveme | | | |
| 5.0 | East Stream Outfall – Chamber access improvements | | | |
| 5.1 | Validate the conceptual new arrangements and its dimensions as described in the scope. | sum | | [redacted] |
| 5.2 | Service searches, detailed design and construction drawings | sum | 1 | |
| 5.3 | Pre-Construction Information | sum | | |

| | | | | |
|---|---|---|---|---|
| 5.4 | Construction Phase Plan | sum | | [redacted] |
| 5.5 | Project Management and programme | sum | 1 | |
| 5.6 | Mobilisation to site including, but not limited to:<br>- Pre-construction detailed photographic record areas<br>- Welfare<br>- Site access<br>- Enabling works<br>- Tidal and fluvial flow management | sum | 1 | |
| 5.7 | Construction, including, but not limited to:<br>- Labour<br>- Materials<br>- Fabrication<br>- Fixings<br>- Installation<br>- Temporary Works<br>- Removal and disposal of waste | sum | 1 | |
| 5.8 | Demobilisation of site, including, but not limited to:<br>- Post-construction detailed photographic record areas<br>- Welfare<br>- Access and site reinstatement | sum | 1 | |
| 5.9 | Health and Safety File including as built drawings | sum | | |
| | | | East Stream Outfall – Chamber access improvements Sub-total | [redacted] |
| | | | **The total of the Prices** | £198,948.95 |

The method and rules used to compile the Price List are

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

Minimum Technical Requirements v12 December 2021.677_15 SHEW code of practice.

Prices to include but not limited to all project management costs, the production of any other pre-condition survey reports not included on the scope environmental permits and welfare provisions as required.

For pricing purposes, the *Contractor* shall base their assumptions on the information provided in the Scope.

Prices to include but not limited to all costs related to any enabling works the *Contractor* determines is required to undertake the scoped works.

# Scope

## 1. Description of the *works*

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

Currently all tidal outfall chamber access listed in the Scope are graded confined space entry category NC3 or NC4. The objective of this project is to design and build a suitable solution to reconfigure the access and conform all tidal outfall chambers to confined space entry category NC2.

**Table 1**
(Source: Occasional Guidance Note: The Classification & Mngment of Confined Space Entries (2019) | Water UK)

| Classification | Definition |
|---|---|
| NC1 | Low risk, shallow entry with adequate natural or mechanical ventilation, where access is simple and unobstructed and there is no likely risk of flooding, e.g., meter pits, valve chambers, booster-pumping stations, PRV chambers etc. |
| NC2 | Vertical, direct, unobstructed access with continuous attachment to a man riding hoist or similar mechanical rescue device. |
| NC3 | When it is not possible to have persons permanently attached to a safety line. Usually, it will be a team entry which moves away from the entry point e.g. man entry sewers, utility service subway tunnels, aqueducts and complex wet wells. Working without an attached rescue line includes working away from the point of entry. |
| NC4 | Non-standard entries involving complex organisations which introduce additional risks and require specific controls and rescue arrangements e.g., mechanical hazards, physical complexity of system introduced hazards, enhanced specific intrinsic hazards. |

The *works* will also require reconditioning of identified assets back to condition Grade 3 or better, such as outfall chamber ladders, platforms and covers that are currently below target condition as a result of deterioration. General assessment criteria stated below:

**Table 2**
(Source: Environment Agency Condition Assessment Manual 2012)

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

For all sites, the detail design shall provide access to each chamber level to carry out visual inspections and routine maintenance activities, whilst being attached to a rescue winch, as per Confined Spaces National Category NC2 requirements. The intermediate platforms, where required, must allow for line of sight and clear and safe rescue from winch and top hatch.

## 1.0 Pevensey West Outfall (PWO) - confined space access enhancement (2 No. chambers)

The outfall is part of the system to drain the Salt Haven and all associated tributaries and ditches that flow from the Pevensey Levels and to prevent tidal ingress to the area and surrounding towns and villages.

Both chambers inner (Coast Road) and outer (Beach side) are located at the Environment Agency Pevensey Depot, Coast Road, Pevensey Bay, Pevensey BN24 6ND (TQ6613804351 & TQ6615704315).

### 1.1 Pevensey West Outfall - Inner chamber (Coast Road)

The *Contractor* shall undertake the following steps:

- Reconfigure (design and build) the existing access arrangement (ladders, gantry and grid mesh) to ensure a vertical, direct, unobstructed access from top to bottom of the chamber. Reconfigure the existing gantry/middle stage to be a step off gantry to ensure a vertical, direct, unobstructed access from top to bottom of the chamber. The new gantry shall have a self-closing gate. Indicative existing and new arrangement shown below.
- Rearrange the existing fence on top of the chamber to move the keeklamp gate approximately to the middle of the south handrail.

It is assumed that the existing ladders are in fair condition and can be reused. If the ladders require replacement due to below required condition, this will be dealt through Compensation Event mechanism.

| Inner chamber | Dimension | | Reference/Comment |
|---|---|---|---|
| Chamber depth | ~6100 | mm | Ref - WNPODD-110, WNPODD-111 and WNPODD-119 |
| Chamber width and length | ~3000x~4900 | mm | Ref - WNPODD-110, WNPODD-111 and WNPODD-119 |
| Landing stage to top | ~3000 | mm | Measured on site |
| Landing stage to bottom | ~3100 | mm | Estimation based on the above dimensions |
| Hatch opening | ~610x~610 | mm | Measured on site |
| Hatch cover | ~650x~650 | mm | Measured on site |
| Landing stage dimensions | ~1800x1000 | mm | Estimation |

**Table 3** – Pevensey West Inner Chamber

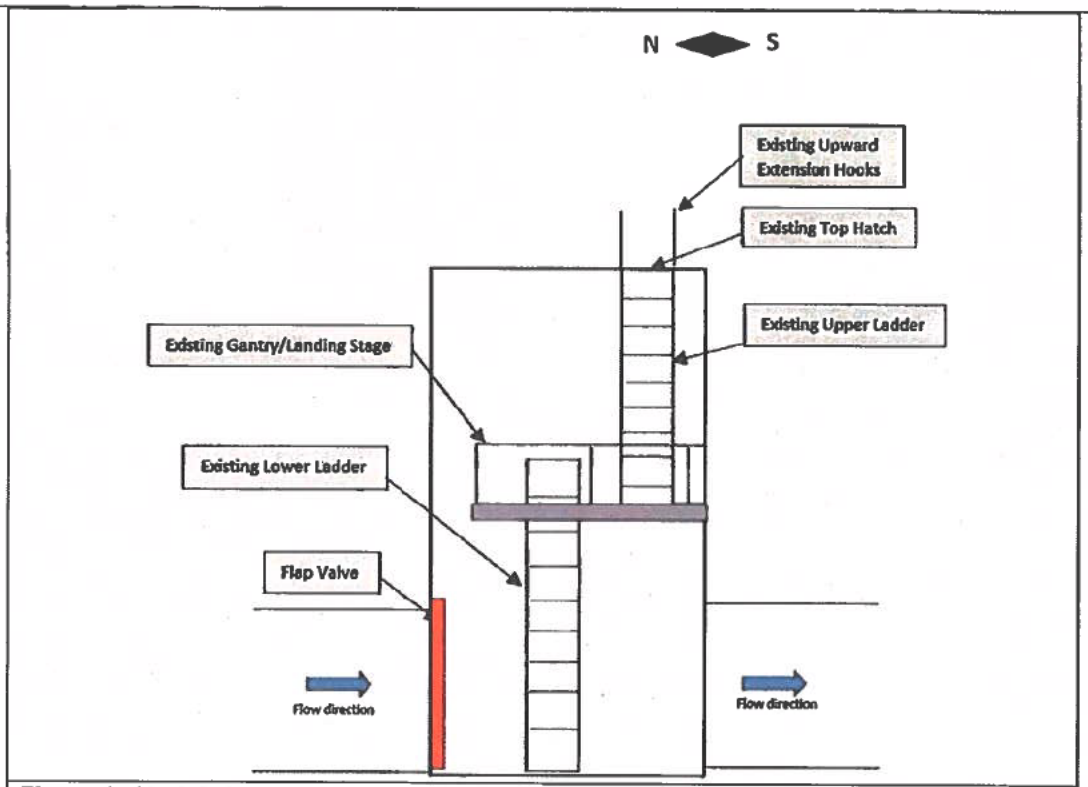



**Figure 1** - Pevensey West Outfall - Inner chamber (Coast Road). Existing access arrangement (indicative only).

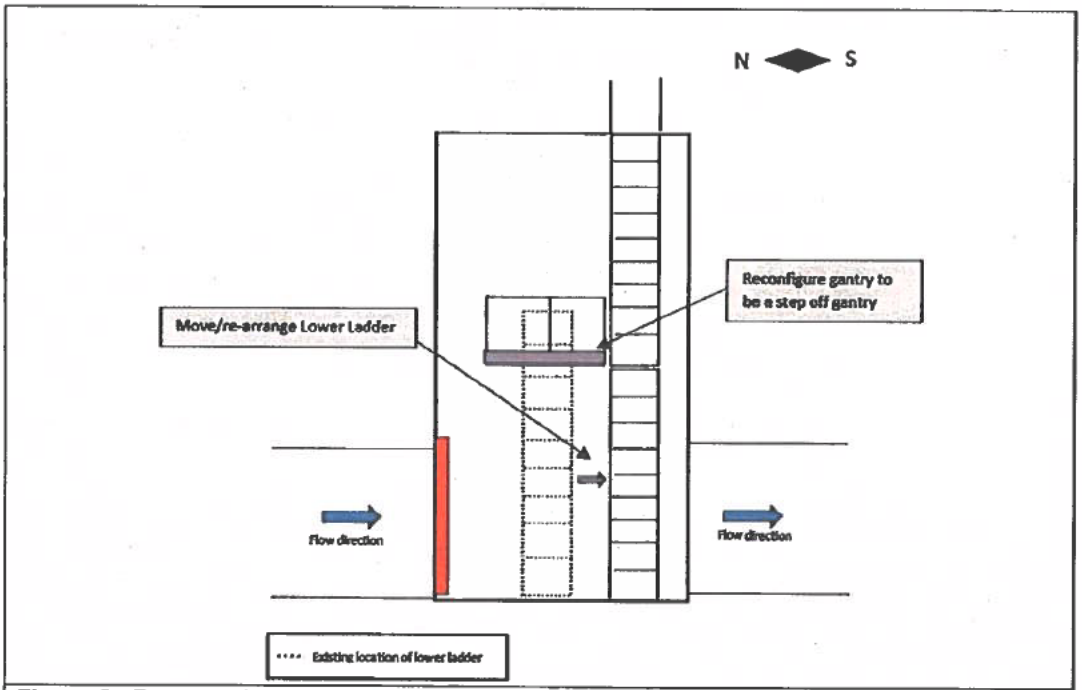



**Figure 2** - Pevensey West Outfall - Inner chamber (Coast Road). Conceptual new arrangement sketch (cross section)

| | |
|---|---|
|  |  |
| Photo 1 - Pevensey West Outfall - Inner chamber (Coast Road). General view. | Photo 2 - Pevensey West Outfall - Inner chamber (Coast Road). Existing access arrangement. |

**1.2 PWO - Outer chamber** (Open Channel)

The *Contractor* shall undertake the following steps:

- Replace existing ladder like for like.
- Supply and install a new galvanised hatch, a new ladder and brackets on the East access. The hatch shall be the same as the existing West access.
- Design, supply and install a new landing stage spanning the full length of the concrete beams. Replace the existing handrail fixed to the concrete beams with a new suitable handrail.
- Design, supply and install a new galvanised upward extension hooks above the ladders in both accesses.

| Outer chamber | Dimension | | Reference/Comment |
|---|---|---|---|
| Chamber depth | ~6100 | mm | Ref - WNPODD-131 and WNPODD-117 |
| Chamber width (length of concrete beams) | ~3000x~4900 | mm | Ref - WNPODD-131 and WNPODD-117 |
| Upper ladder length | ~3300 | mm | Measured on site |
| Inner distance between concrete beams | ~560 | mm | Measured on site |
| Hatch frame | ~650x~650 | mm | Measured on site |
| Hatch cover | ~705x~705 | mm | Measured on site |
| Approximate beam width | ~300 | mm | Measured on site |
| Concrete stair kickboard length on the east side | ~5000 | mm | Measured on site |
| Concrete stair keeklamp on the east side | ~2000mm+~800mm And ~800mm (gate) | mm | Measured on site |

**Table 4** – Pevensey West Outer Chamber (Open Channel)

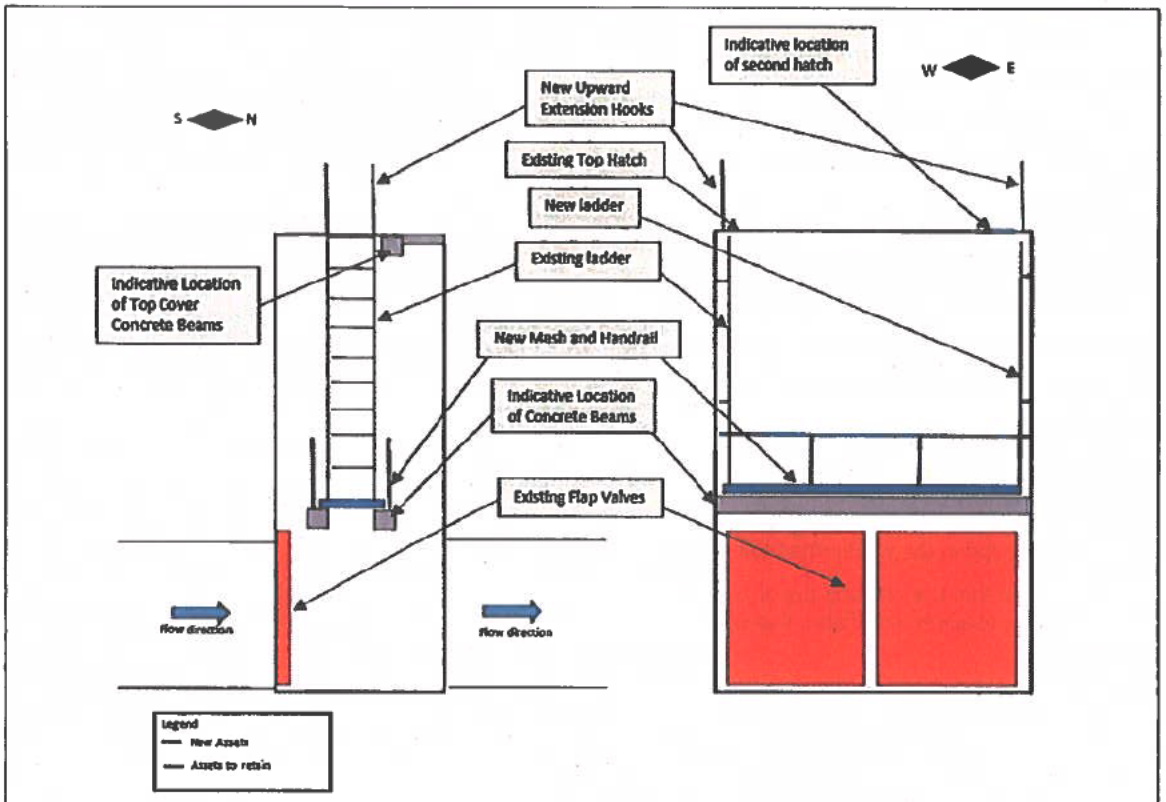



**Figure 3** - Pevensey West Outfall - Outer chamber (Open Channel). Conceptual arrangement sketch (cross section and elevation)

Photo 3 - Pevensey West Outfall (Open Channel) - Outer chamber. General view.

Photo 4 - Pevensey West Outfall (Open Channel) - Outer chamber. Existing access arrangement.

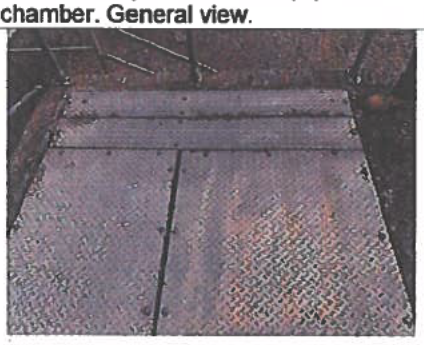


Photo 5 - Pevensey West Outfall - Outer chamber. East side cover plates.

Photo 6 - Pevensey West Outfall - Outer chamber. Existing concrete stairs.

## 2.0 Pevensey Central Outfall (PCO) - confined space access enhancement (4 No. chambers)

### 2.1 Pevensey Central Outfall - Inner chamber (Coast Road).

The *Contractor* shall undertake the following steps:

- Extend the existing cantilevered galvanised steel platform, to include supply and installation of galvanised steel frames, gratings, handrails and any other elements required. The new extended cantilevered platform shall allow easy access to both hatches.

#### 2.1.1 Pevensey Central Outfall - Inner chamber (Coast Road). North Sub-chamber.

The *Contractor* shall undertake the following steps:

- Remove the existing lower ladder. Design, supply and install a new galvanised steel ladder and brackets to replace the lower ladder. The new lower ladder shall be aligned with the existing upper ladder.
- Design, supply and install a galvanised steel handrail for a safety transition between upper and lower ladder.
- Supply and install new galvanised steel upward extension hooks above the ladders, similar to the ones installed in the south chamber.

It is assumed that the existing upper ladder is in fair condition and can be reused. If the ladder requires replacement due to below required condition, this will be dealt through Compensation Event mechanism.

| Inner chamber (North sub-chamber) | Dimension | | Reference/Comment |
|---|---|---|---|
| Chamber depth | ~8400 | mm | Ref - WNPODD-131, WNPODD-111 and WNPODD-134 |
| Chamber width and length (combined with north sub chamber) | ~5600x~4500 | mm | Ref - WNPODD-131, WNPODD-111 and WNPODD-134 |
| Upper ladder length | ~5500 | mm | Measured on site |
| Lower ladder length | ~2900 | mm | Estimation based on the above dimensions |

**Table 5** – Pevensey Central Inner Chamber. North sub-chamber

#### 2.1.2 Pevensey Central Outfall - Inner chamber (Coast Road). - South Sub-chamber.

The *Contractor* shall undertake the following steps:

- Reconfigure the existing access arrangement (ladders, gantry and grid mesh) to ensure a vertical, direct, unobstructed access from top to bottom of the chamber. Indicative existing and new arrangement shown in the figure below.

It is assumed that the existing ladders are in fair condition and can be reused. If the ladders require replacement due to below required condition, this will be dealt through Compensation Event mechanism.

It is unknown if the southern beams and plates of the top frame need rearrangement to fit the new ladder. If required any top frame rearrangement will be dealt through Compensation Event mechanism.

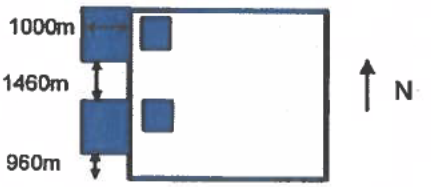
| Inner chamber (South sub-chamber) | Dimension | | Reference/Comment |
|---|---|---|---|
| Chamber depth | ~8400 | mm | Ref - WNPODD-131, WNPODD-111 and WNPODD-134 |
| Chamber width and length (combined with north sub chamber) | ~5600x~4500 | mm | Ref - WNPODD-131, WNPODD-111 and WNPODD-134 |
| Landing stage to top | ~4800 | mm | Measured on site |
| Landing stage to bottom | ~3600 | mm | Estimation based on the above dimensions |
| Landing stage dimensions | ~1800x1000 | mm | Estimation |
| Hatch opening | ~650x~650 | mm | Measured on site |
| Hatch cover | ~705x~705 | mm | Measured on site |
| Cantilevered platform extension - dimension | Two sections: ~1460mm and ~960mm.<br>Width ~1000mm | mm | Measured on site<br>  |

**Table 6** – Pevensey Central Inner Chamber (Coast Road). South sub-chamber

**2.2 Pevensey Central Outfall - Outer chamber - 2 Sub-Chambers (Beach side).**

The *Contractor* shall undertake the following steps:

- Extend the existing cantilevered galvanised steel platform, to include supply and installation of galvanised steel frames, gratings, handrails and any other elements required. The new extended cantilevered platform shall allow easy access to both hatches.

**2.2.1 Pevensey Central Outfall - Outer chamber (Beach side) - North Sub-chamber.**

The *Contractor* shall undertake the following steps:

- Remove the existing lower ladder. Design, supply and install a new galvanised steel ladder and brackets. The new lower ladder shall be aligned with the existing upper ladder.
- Design, Supply and install a galvanised steel handrail for a safety transition between upper and lower ladder.
- Supply and install new galvanised steel upward extension hooks above the ladders, similar to the ones installed in the south chamber.

It is assumed that the existing upper ladder is in fair condition and can be reused. If the ladder require replacement due to below required condition, this will be dealt through Compensation Event mechanism.

| Outer chamber (North sub-chamber) | Dimension | | Reference/Comment |
|---|---|---|---|
| Chamber depth | ~8400 | mm | Ref - WNPODD-131, WNPODD-111 and WNPODD-134 |
| Chamber width and length (combined with north sub chamber) | ~5600x~4500 | mm | Ref - WNPODD-131, WNPODD-111 and WNPODD-134 |
| Upper ladder length | ~6200 | mm | Measured on site |
| Lower ladder length | ~2200 | mm | Estimation based on the above dimensions |
| Hatch dimension | N/A | | |

**Table 7** – Pevensey Central Outer Chamber (Beach side). North sub-chamber

**2.2.2 Pevensey Central Outfall - Outer chamber (Beach side) - South Sub-chamber.**

The *Contractor* shall undertake the following steps:

- Reconfigure (design and build) the existing access arrangement (ladders, gantry and grid mesh) to ensure a vertical, direct, unobstructed access from top to bottom of the chamber. Reconfigure the existing gantry/middle stage to be a step off gantry to ensure a vertical, direct, unobstructed access from top to bottom of the chamber. The new gantry shall have a self-closing gate. Indicative existing and new arrangement shown below

It is assumed that the existing ladders are in fair condition and can be reused. If the ladders require replacement due to below required condition, this will be dealt through Compensation Event mechanism.

It is unknown if the southern beams and plates of the top frame need rearrangement to fit the new ladder. If required any top frame rearrangement will be dealt through Compensation Event mechanism.

| Outer chamber (South sub-chamber) | Dimension | | Reference/Comment |
|---|---|---|---|
| Chamber depth | ~8400 | mm | Ref - WNPODD-131, WNPODD-111 and WNPODD-134 |
| Chamber width and length (combined with north sub chamber) | ~5600x~4500 | mm | Ref - WNPODD-131, WNPODD-111 and WNPODD-134 |
| Landing stage to top | ~4700 | mm | Measured on site |
| Landing stage to bottom | ~3700 | mm | Estimation based on the above dimensions |
| Landing stage dimension | ~1800x1000 | mm | Estimation |

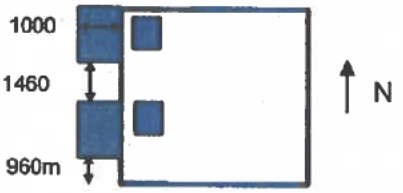
| | | | |
|---|---|---|---|
| Hatch opening | ~650x~650 | mm | Measured on site |
| Hatch cover | ~705x~705 | mm | Measured on site |
| Cantilevered platform extension - dimension | Two sections: ~1460mm and ~960mm.<br>Width ~1000mm | mm | Measured on site |
| Western plates | Width – ~1000mm<br>Length (from south to north) – ~900, ~1050 (hatch), ~1000, ~1000, ~1040 (hatch) mm | mm | Measured on site<br>  |

**Table 8** – Pevensey Central Outer Chamber (Beach side). South sub-chamber

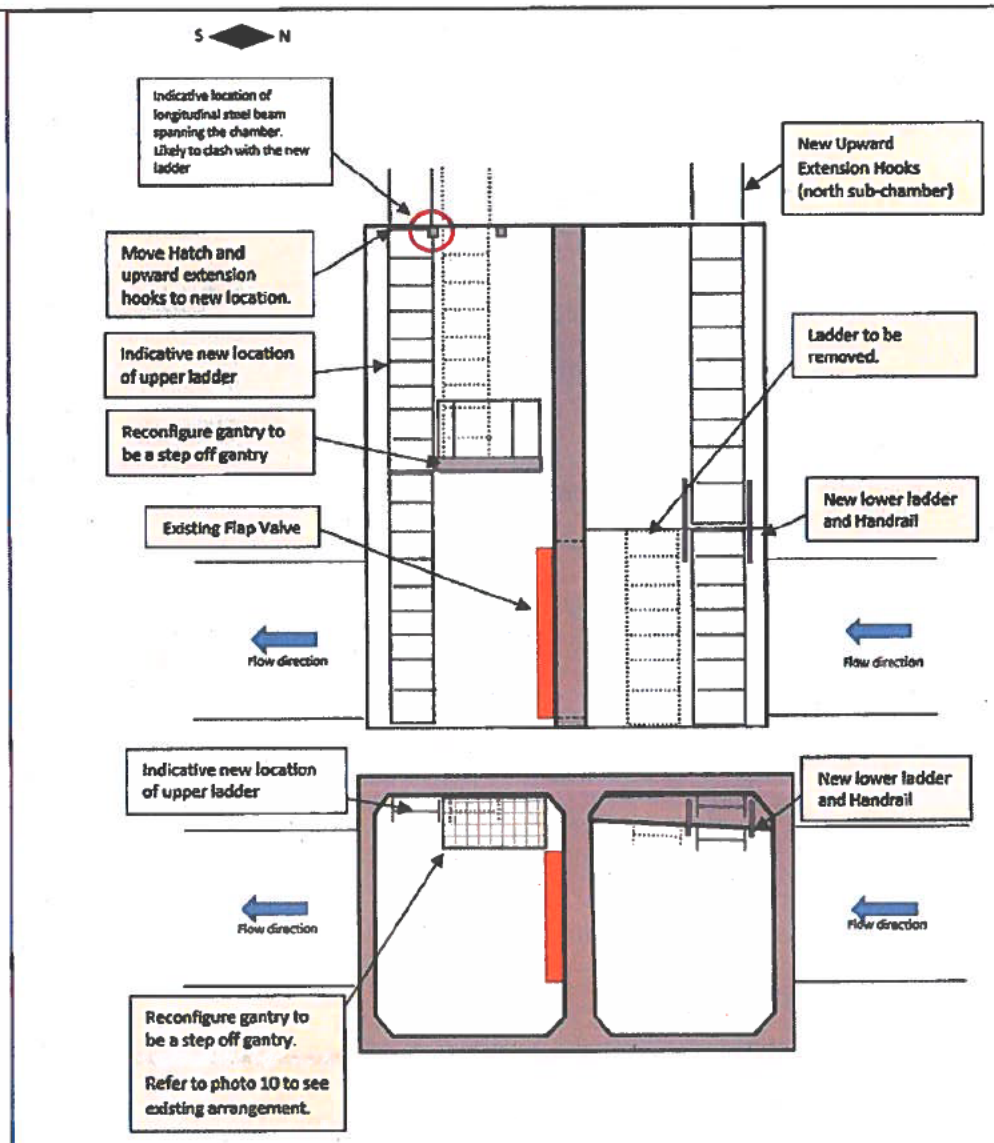



**Figure 4** - Pevensey Central Outfall – Inner and Outer chambers. Conceptual arrangement sketch (cross section and plan view)

Photo 7 - Pevensey Central Outfall - Inner chamber (Coast Road). General View.

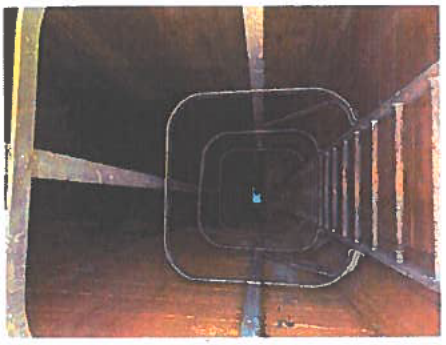


Photo 8 - Pevensey Central Outfall - Inner chamber (Coast Road). North Sub-Chamber. Existing access arrangement.

Photo 9 - Pevensey Central Outfall - Inner chamber (Coast Road). South Sub-Chamber. Existing hatch.

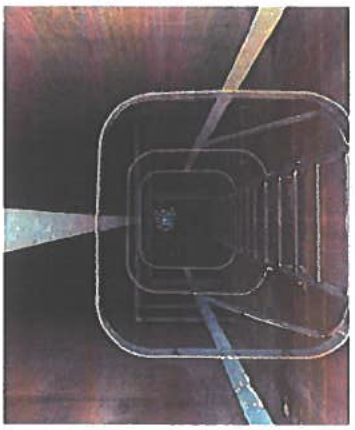


Photo 10 - Pevensey Central Outfall - Inner chamber. South Sub-Chamber (Coast Road). Existing access arrangement.

Photo 11 - Pevensey Central Outfall (Beach side) - Outer chamber. South Sub-Chamber. Existing hatch.

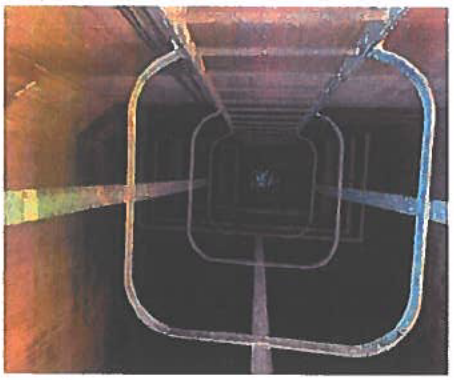


Photo 12- Pevensey Central Outfall - Outer chamber. South Sub-Chamber (Beach side). Existing access arrangement.

Photo 13 - Pevensey Central Outfall (Beach side) - Inner chamber. Existing cantilevered platforms.

Photo 14 - Pevensey Central Outfall - Outer chamber (Beach side). Existing cantilevered platforms and hatches.

## 3.0 Crumbles Outfall - confined space access enhancement (2 No. chambers)

### 3.1 Inner chamber (Royal Parade)

The *Contractor* shall undertake the following steps:

- Reconfigure the existing access arrangement (ladders, gantry and grid mesh) to ensure a vertical, direct, unobstructed access from top to bottom of the chamber. Indicative existing and new arrangement shown below.
- Replace infill mesh clips on top cover handrail (retain mesh).
- Provide a cost to design, manufacture and install a gantry fixed to the west wall to improve access to the new ladder location (only for the inner chamber). The design and construction of this will be dealt through a Compensation Event mechanism.

It is assumed that the existing ladders are in fair condition and can be reused. If the ladders require replacement due to below required condition, this will be dealt through Compensation Event mechanism.

It is unknown if the southern beams and plates of the top frame need rearrangement to fit the new ladder. If required any top frame rearrangement will be dealt through Compensation Event mechanism.

| Inner Chamber | Dimension | | Reference/Comment |
|---|---|---|---|
| Chamber depth | ~7000 | mm | Ref - W/CRUM/002 |
| Chamber width and length | ~4500x~4500 | mm | Ref - W/CRUM/002 |
| Landing stage to top | ~4000 | mm | Measured on site |
| Hatch frame | ~660x~660 | mm | Measured on site |
| Hatch cover | ~700x~700 | mm | Measured on site |
| Plates dimension (4no) (south row) | ~1000x~1000 | mm | Measured on site |

**Table 09** – Crumbles Inner Chamber

### 3.2 Outer chamber (Beach)

The *Contractor* shall undertake the following steps:

- Reconfigure the existing access arrangement (ladders, gantry and grid mesh) to ensure a vertical, direct, unobstructed access from top to bottom of the chamber. Indicative existing and new arrangement shown below.
- Rearrange the kee-klamp fence on top of the chamber: provide a new gate aligned with the new ladder location and move the existing gate towards the east so it doesn't clash with the hatch when it is open.
- Remove redundant timber beam.
- Replace the infill mesh clips on top cover handrail (retain mesh).

It is assumed that the existing ladders are in fair condition and can be reused. If the ladders require replacement due to below required condition, this will be dealt through Compensation Event mechanism.

It is unknown if the southern beams and plates of the top frame need rearrangement to fit the new ladder. If required any top frame rearrangement will be dealt through Compensation Event mechanism.

| Outer Chamber | Dimension | | Reference/Comment |
|---|---|---|---|
| Chamber depth | ~7000 | mm | Ref - W/CRUM/002 |
| Chamber width and length | ~4500x~4500 | mm | Ref - W/CRUM/002 |
| Landing stage to top | ~3800 | mm | Measured on site |
| Hatch frame | ~660x~660 | mm | Measured on site |
| Hatch cover | ~700x~700 | mm | Measured on site |
| Hatch plate dimension | ~1000x~1040 | mm | Measured on site |
| Southwest plate dimension | ~820x~1040 | mm | Measured on site |

**Table 10** – Crumbles Outer Chamber

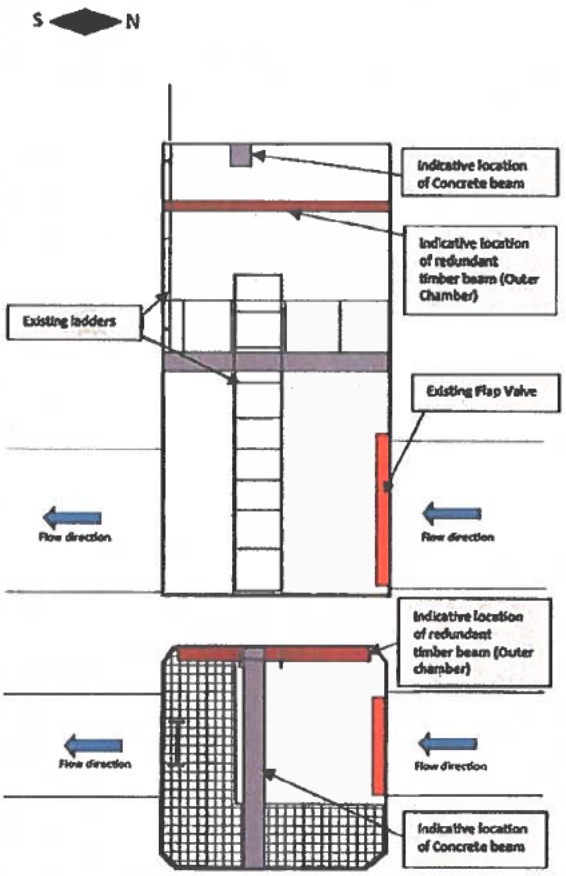



**Figure 5** – Crumbles Outfall – Inner and Outer Chambers. Indicative existing arrangement sketch (cross section and plan view).

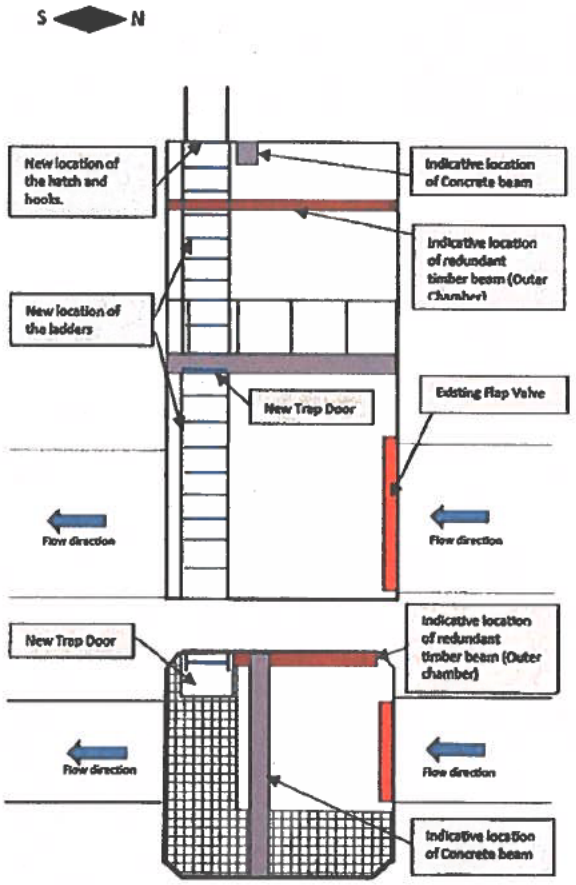
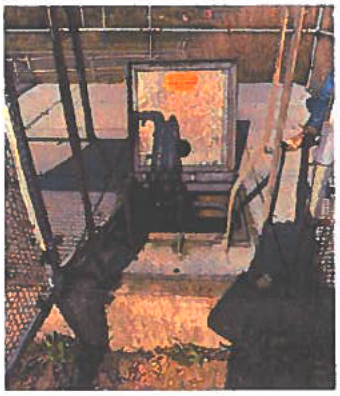
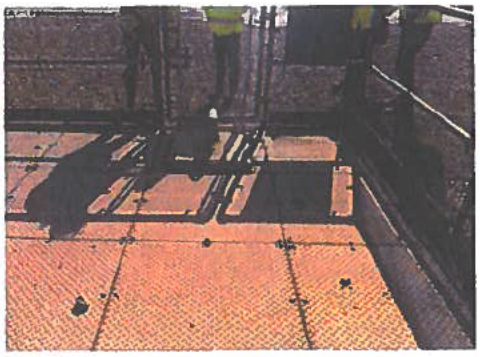
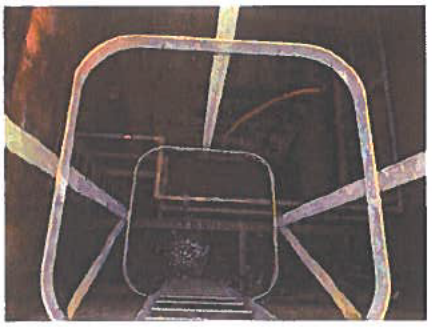



**Figure 6** – Crumbles Outfall – Inner and Outer Chambers. Conceptual new arrangement sketch (cross section and plan view).

| | |
|---|---|
|  |  |
| Photo 15 – Crumbles Outfall – Inner chamber (Royal Parade) hatch. | Photo 16 – Crumbles Outfall – Inner chamber (Royal Parade) access arrangement. |
|  |  |
| Photo 17 – Crumbles Outfall – Outer chamber (Beach) hatch. | Photo 18 – Crumbles Outfall – Outer chamber (Beach) access arrangement. |

## 4.0 Bulverhythe Outfall - confined space access enhancement (2 No. chambers)

### 4.1 Inner chamber (Beach Hut side)

The *Contractor* shall undertake the following steps:

- Design, supply and install a new galvanised steel ladder and brackets long enough to reach from the top to the bottom of the chamber. The new ladder location shall be approximately in the central section of the east wall. This option requires removing one of the top concrete planks and install a new suitable access hatch/trap door.
- Replace the existing access ladder like-for-like. Install a new hatch in the top of the chamber.
- Design, supply and install new steel galvanised upward extension hooks above the ladders for the new access.
- Relocate the keeklamp gate in the southern handrailing.

| Inner chamber | Dimension | | Reference/Comment |
|---|---|---|---|
| Recess to top (d) | ~4000 | mm | Measured on site |
| Recess to bottom | ~3800 | mm | Assumed based on flap dimension (3.28x3.345m) |
| Chamber depth | ~7800 | mm | Estimation based on the above dimensions |
| Mesh length | ~3700 | mm | Measured on site |
| Concrete beams | Depth ~150<br>Width ~300 | mm | Measured on site |
| Distance between concrete beams | ~850 | mm | Measured on site |
| Opening (a) | ~450 | mm | Measured on site |
| Opening (b) | ~620 | mm | |
| Opening (c) | ~850 | mm | |

**Table 11** – Bulverhythe Inner Chamber

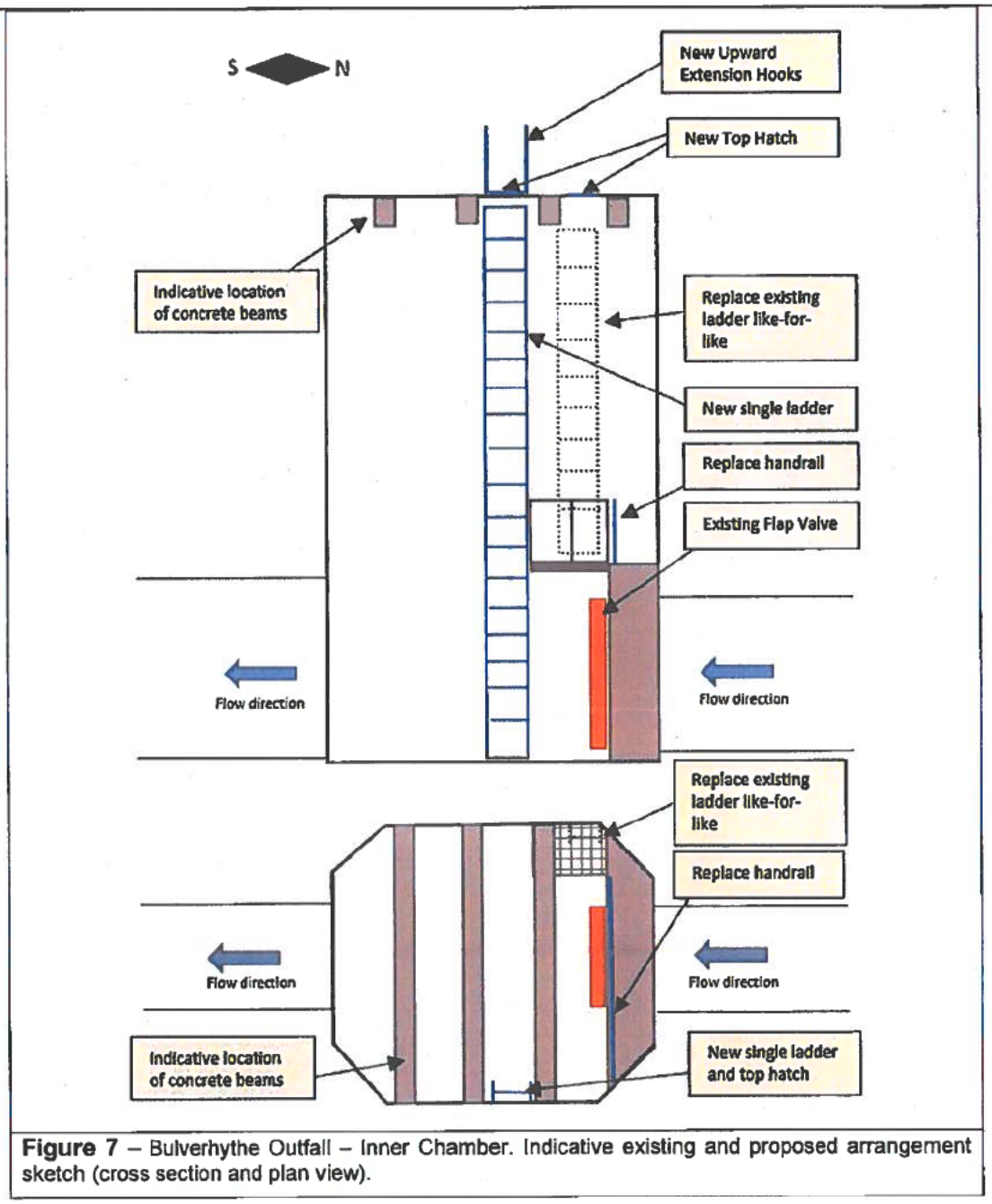



**Figure 7** – Bulverhythe Outfall – Inner Chamber. Indicative existing and proposed arrangement sketch (cross section and plan view).

| | |
|---|---|
|  |  |
| Photo 19 – Bulverhythe – Inner Chamber (Beach Hut side). General view | Photo 20 – Bulverhythe – Inner Chamber. (Beach Hut side). Concrete planks, access gate. |
|  |  |
| Photo 21 – Bulverhythe – Inner Chamber. (Beach Hut side). Existing access arrangement. | Photo 22 – Bulverhythe – Inner Chamber (Beach Hut side). East wall. |

**4.2 Outer chamber (Beach)**

The *Contractor* shall undertake the following steps:

- Design, supply and install a new galvanised steel ladder and brackets long enough to reach from the top to the bottom on the east wall using the eastern hatch as a new access. Replace the heavy cover with light weight access hatch. The *Contractor* shall ensure that the new hatch is flushed fitting with the surrounding pavement surface (prevent trip hazard), designed for car parks and pedestrian areas where infrequent vehicle access is likely and secured to prevented public access to the chamber.
- Replace the existing access arrangement (ladders, brackets, hoops, etc) like-for-like so they can be used as an alternative/emergency access. Replace the hatch on the existing access with a new light weight hatch. The *Contractor* shall ensure that the new hatch is flushed fitting with the surrounding pavement surface (prevent trip hazard), easy to maintain, designed for car parks and pedestrian areas where infrequent vehicle access is likely and secured to prevented public access to the chamber.
- Replace like-for-like the existing handrails along the concrete recess.
- Provide a new fence on top of the chamber (photo 23 provide approximate location of the new fence). The fence shall have pedestrian infill vertical bars (P4 Parapet Barrier or similar with stainless steel fixings). The fence shall have one access gate (location to be discussed and agreed with the *Client*).

| Outer chamber | Dimension | | Reference/Comment |
|---|---|---|---|
| Recess to top (d) | ~5000 | mm | Measured on site |
| Recess to bottom | ~3800 | mm | Assumed based on flap dimension (3.04x3.34m) |
| Chamber depth | ~8800 | mm | Estimation based on the above dimensions |
| Slab thickness (a) | ~300 | mm | Measured on site |
| Hatches dimensions | ~765x820 | mm | Measured on site |

**Table 12** – Bulverhythe Outer Chamber

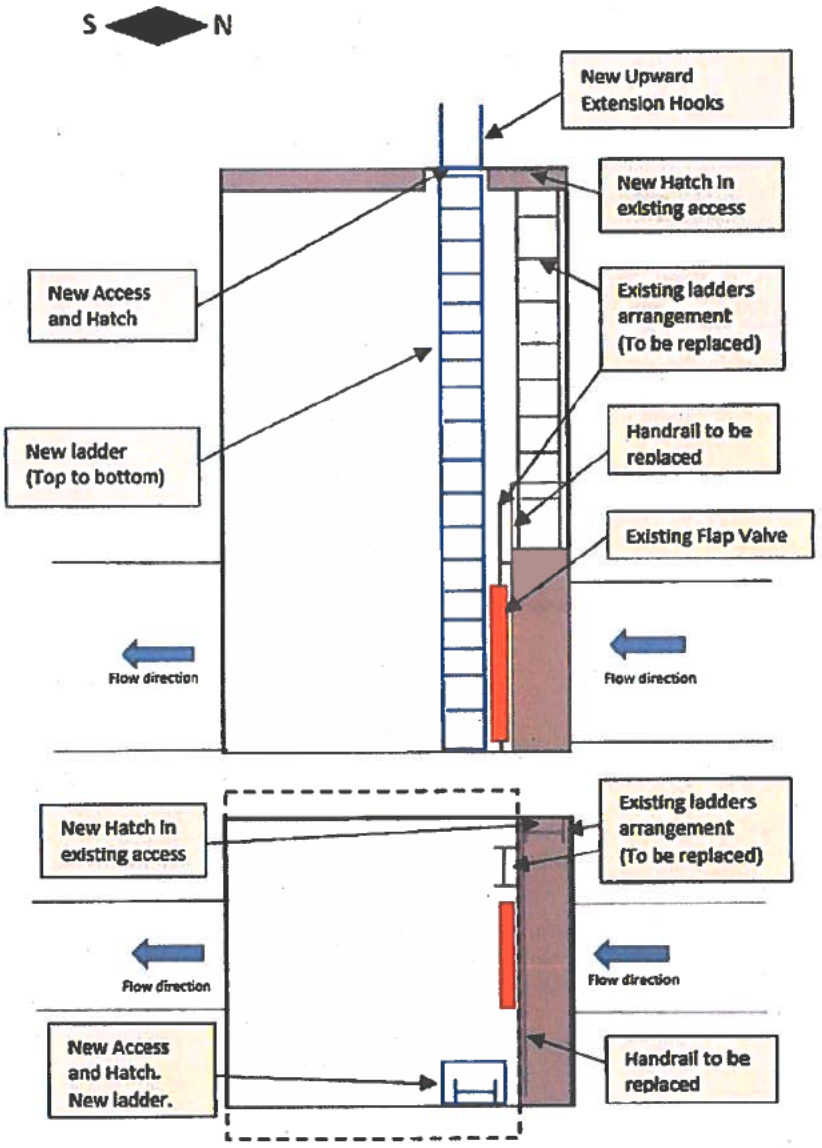



**Figure 8** – Bulverhythe Outfall – Outer Chamber. Indicative conceptual existing and proposed arrangement sketch (cross section and plan view).

Photo 23 – Bulverhythe – Outer Chamber. General view (photo taken from northwest corner). Mark up in blue indicates the approximate location of the new fence.

Photo 24 – Bulverhythe – Outer Chamber. Existing top hatch access.

Photo 25 – Bulverhythe – Outer Chamber. Existing access arrangement.

Photo 26 – Bulverhythe – Outer Chamber. Existing access arrangement.

## 5.0 East Stream Outfall - confined space access enhancement (1 No. chamber)

The *Contractor* shall undertake the following steps:

- Remove the timber beam(s) that impede the construction of the new access arrangement. The *Contractor* shall inspect and assess the timber beams to confirm that they can be removed.
- Supply and install a new galvanised steel ladder (and brackets) to reach from top to bottom. Re-use the existing upper ladder and hoops. The new ladder location is the west wall, adjacent to the southwest corner of the chamber. Move the existing top hatch plate and upward extension hooks to the new access location in the southwest corner and cover the old access hatch hole. Install new hinges in the top hatch. Align the upward extension hooks with the new ladder.
- Extend the platform so it can be used to step off the new ladder. The new gantry shall have a self-closing gate.
- Provide a new fence on top of the chamber to replace the existing keeclamp handrail. The fence shall have pedestrian infill vertical bars (P4 Parapet Barrier or similar with stainless steel fixings). The fence shall have one access gate (location to be discussed and agreed with the *Client*).

It is assumed that the existing upper ladder is in fair condition and can be reused. If the ladder require replacement due to below required condition, this will be dealt through Compensation Event mechanism.

| Outer chamber | Dimension | | Reference/Comment |
|---|---|---|---|
| Chamber depth | ~7300 | mm | Drawing ref WNPLCO-206, WNPLCO-207 and WNPLCO-208 |
| Chamber width and length | ~3000x3000 | mm | Drawing ref WNPLCO-206, WNPLCO-207 and WNPLCO-208 |
| Landing stage width | ~1000 | mm | Estimated |
| Distance between landing stage middle beam and south wall | ~1800 | mm | Measured on site |
| Hatch opening | ~620x620 | mm | Measured on site |
| Hatch cover | ~650x650 | mm | Measured on site |

**Table 13** – East Stream Outer Chamber

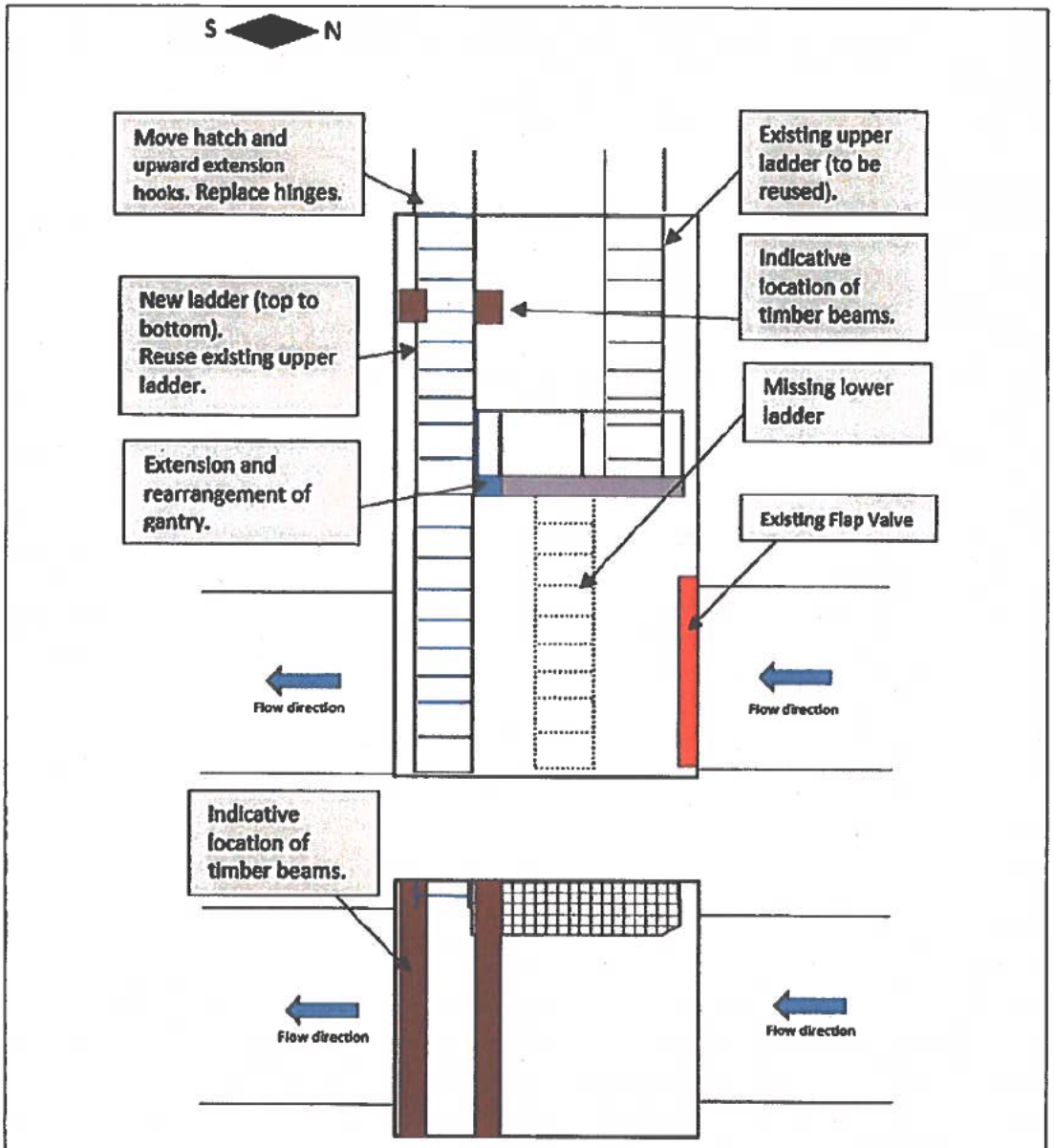



**Figure 9** – East Stream Outfall – Outer Chamber. Indicative existing and proposed new arrangement sketch (cross section and plan view).

| | |
|---|---|
|  |  |
| Photo 27 – East stream – Outer Chamber. General view (Photo taken from northwest corner) | Photo 28 – East stream – Outer Chamber. Existing access arrangement. |
|  |  |
| Photo 29 – East stream – Outer Chamber. Timber beams. | Photo 30 – East stream – Outer Chamber. Southwest corner. |

## General - all sites

The *Contractor* shall undertake the necessary inspections and surveys to validate the conceptual arrangements and dimensions defined for each site within the Scope and the suitable condition of the ladders. The *Contractor* must consider the swing of the flap valves. The *Contractor* shall design the proposed option considering the swing area of top hung tidal outfalls. The *Contractor* shall issue for approval any inspections and surveys they intend to undertake not less than 10 working days prior to planning to undertaking these.

The *Contractor* shall undertake the enabling works for accessing chambers, mitigation of environmental constraints to include habitat, vegetation & tree management works.

Where gantries are required, the *Contractor* shall install a non-slip solution (the rising tide will mean that the access arrangements will be submerged on high tides).

The *Contractor* shall provide and install one warning sign per chamber. The warning signs are to provide emergency telephone number in case members of the public are trapped in the chambers. The *Client* will provide the information to be included in the warning signs.

Where hatches and trap doors are required, these must be hinged, anti-trap finger protected and light weight (suitable design to allows it to be operated by a single person).

The *Contractor* shall provide "hold open stay" systems to all new installed hatches and trap doors. The system is to avoid them being closed unintentionally. The "hold open stay" and "lock system" shall be designed to avoid trip hazards. The "hold open stay" system in the middle stage trap door is to avoid sudden close when the lower section of the ladder is being used.

The *Contractor* shall design the trap door so personnel accessing or exiting the chamber can step off the ladder, stand on the fixed mesh grid, open and lock the trap door.

The *Contractor* must ensure that top hatches and/or top trap doors are fully lockable with local area key when closed.

Where handrails are required, the *Contractor* shall use a tubular handrail system (keeklamp).

All new elements (ladders, frames, grids, brackets, etc) shall be made of galvanised steel. The *Contractor* shall use materials to withstand marine environment and require a minimum life of 10 years.

The *Contractor* shall assess the need for ladder hoops in line with BS4211 and whether the hoops impede the safe rescue of an operative in case of an emergency.

The *Contractor* shall ensure all access conforms to BS4211 and the Confined Spaces Regulations 1997.

The *Contractor* shall ensure the integrity of concrete chamber walls and security of fixings.

The *Contractor* shall ensure all existing cover plates remain flush to the top cover level and securely bolted down when the works are completed.

The *Contractor* must always prevent access to top hatches and/or top trap doors by the public during the works.

For each site, the *Contractor* shall produce and submit an appropriate and proportionate detail design for *Client's* acceptance prior to commencing works.

The *Contractor* will be responsible for carrying out any maintenance works within the works area during the construction period. Any maintenance works will be dealt through the Compensation Event mechanism.

The *Contractor* shall be responsible for preparing and deploying a flood emergency plan during the construction of the works.

On completion of the *works*, the *Contractor* shall ensure all access routes and working areas are reinstated to the same or a better standard than on commencement. The *Contractor* shall take a detailed photographic record of access routes and all working areas (including vertical and horizontal alignments and close proximity photos of elements of the structure included in the scope of works) prior to works commencing on site and provided to the *Client*, and after works and provide them to the *Client*.

Due to the nature of the *works* close collaboration will be required with the *Contractor*, the *Client* area team representative, and the landowners to ensure information and agreements are in place prior to the construction of the works.

The *Contractor* must independently obtain and include all costs associated with any permits, licences, planning and environmental permits and full approvals, including, SSSI (Sites of Special Scientific Interest), HRA stage 1, 2 (Habitats Regulations Assessment) and MCZ (Marine Conservation Zones) assessments or consents, as required to deliver the works. If any further outcomes, constraints, or mitigation measures were to derive from the comprehensive survey, these would be subject to a Compensation Event.

The *Contractor* shall assume that FRAPs are not required for any of the sites. If any further outcomes during the design review demonstrate that a FRAP is required for any of the sites, these would be subject to a Compensation Event.

In the event of FRAP being required, the *Contractor*, as operator, will in accordance with clause Z2.2 be required to sign and pay for the Flood Risk Activity Permit (FRAP). The *Contractor* will need to prepare and submit the FRAP application (which will be required for each project) within a week of outline design, and submit a revised Programme.

Public Safety Risk Assessments (PSRAs) where required should be provided by the *Contractor* with support from the Principal Designer. The design for each project must be accepted by the *Client*, including the Environment Agency's PSRA assessor and/or supervising engineer where required, and provide time allowed in the programme for review.

As part of delivering the *works* the *Contractor* shall fulfil the duties of Principal Contractor and Designer in terms of the CDM 2015 regulations. Duties will include, but are not limited to, producing the buildability statement, *Contractor's* risk assessment, temporary works schedule, completing the RaG list, supporting the Pre-Construction Information and liaising with the *Client* and Principal Designer.

The *Contractor* must prepare a detailed Construction Phase Plan (CPP) in accordance with the SHEW Code of Practice, produce all construction documentation to support the Pre-Construction Information and any other information critical to be produced and accepted by the *Client* before commencement on site. Note: A suitably developed Construction Phase Plan must be issued for approval not less than 10 working days prior to planned mobilisation.

The *Contractor* should produce risk assessments and method statements (RAMS) prior to works commencing. The risk assessments and method statements shall meet the requirements of the Construction Design and Management Regulations 2015, unless notified otherwise by the *Client*.

Prior to Completion, a suitably developed Health and Safety File must be issued to the Principal Designer along with 'as built' drawings or mark-ups to the existing drawings showing any changes from the original approved design. The Principal Designer will provide the format and guidance on how the *Contractor* prepares and submits the Health and Safety File.

For a list of guidance documents see Section 3 Specifications. This must be obtained directly from the relevant organisation for required licences.

All as-built drawings have been made available.

All sites are exempt from obtaining a Marine Management Organisation License (MMO).

The *Contractor* shall include any temporary works required to undertake the *Contractor's* method of working as deemed necessary to meet the works' Scope.

The *Client* will communicate with residents and landowners as part of the local engagement strategy.

If any liaison with utility companies, local councils or any other third parties not mentioned in this contract is required, the *Contractor* shall undertake the liaison.

**The deliverables the *Contractor* undertakes and produces for all sites are listed below:**

- Pre-construction condition assessment of access and proposed site compound area (photographical report).
- One desktop Preliminary Environmental Assessment (PEA) to support the design and the construction.
- One Environmental Action Plan (EAP) accepted by the Client, prior the commencement of the works.
- Services search, temporary works design and drawings.
- Detailed Design and construction drawings.
- The *Contractor* shall complete the sections of the Pre-Construction Information that require input from Designer and Principal Contractor.
- Construction Phase Plan.
- Project Management and programme supporting documentation.
- Weekly report of the construction progress. Max 5 pages. The report shall include brief description of the works carried out during the week, photos and key programme dates/milestones.
- Post-construction condition assessment of access and site compound area (photographical report).
- As built information including drawings/mark up drawings & H&S File (including O&M manuals as an appendix).
- Summary report with the option and cost for the fence at East Stream chamber.
- Provide a detailed final carbon calculation.

## Contractor Project Management

*The Contractor* shall:

- Produce a monthly report with an updated programme showing actual and forecast progress and when key activities are taking place including any dependencies. This is to be submitted on the 1st Friday or nearest working day of the month.
- The *Contractor* shall support in the identification of project efficiencies through active contribution to an Efficiency Register managed by the *Client*.
- The *Contractor* shall use the Carbon Calculator tool to provide project carbon data during the delivery phase of the projects in accordance with 249_18_SD02.
- The *Contractor* shall collaborate with the *Client* where required in preparing the Master Information Delivery Plan (IDP) as part of Building Information Modelling (BIM) requirements on Asite for the Rec Program. The *Contractor* must ensure that this protocol is adhered to, where required. It reflects the information that the *Client* expects to receive from the *Contractor* in the form of the Master Information Delivery Plan (MIDP). The *Contractor* shall also provide a BIM Execution Plan (BEP) detailing the process by which the *Contractor* shall deliver the MIDP and related deliverables. The IDP is hosted on Asite and is accessible by the *Client* as well as the *Contractor* following award. The *Contractor*'s programme shall include alignment and submission of the BIM Execution Plan (BEP) and Master Information Delivery Plan (MIDP).

## 2. Drawings

**List the drawings that apply to the contract.**

No drawings available

| Drawing Number | Revision | Title |
|---|---|---|
| | | |

## 3. Specifications

**List the specifications which apply to the contract.**

| Title | Date or Revision/ Doc ref number | publicly available |
|---|---|---|
| Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP) Version 4.0 | June 2022 | No |
| Environment Agency Condition Assessment Manual 2012 | 2012 | No |
| Confined space regulations 1997 | 1997 | Yes |
| The Classification & Management of Confined Space Entries (2019) \| Water UK | 2019 | Yes |
| Safe work in confined spaces: Confined Spaces Regulations 1997. Approved Code of Practice, Regulations and guidance. | 1997 | Yes |
| Management of Health and Safety at Work Regulations 1999. | 1999 | Yes |
| BS4211: Specification for Permanently Fixed Ladders. | 2010 | No |
| BS 4211:2005+A1:2008 (specification for permanently fixed ladders). | 2008 | No |
| BS 5395-3:1985 (Code of Practice for the design of industrial type stairs, permanent ladders and walkways) | 1985 | No |
| BS EN 14122 (Safety of machinery. Permanent means of access to machinery. Working platforms and walkways). | TBC | No |
| PUWER (1998). | 1998 | Yes |
| Civil Engineering Specification for the Water Industry (CESWI Seventh Addition) | 7th Edition | Yes |
| National Standard Technical Specifications for Surveying Services. | Version 5, March 2021 | |
| FCRM Operational Framework Deed and Specifications Lot1 and Lot2 | 249_18_SD36 | |
| Minimum technical requirements | Dec 2021 (latest version) | |
| Whole Life Carbon Management Doc | 249_18_SD02 | |
| Water Safety Training Doc | 249_18_SD07 | |
| The *Contractor* shall also utilise the following but not limiting to specifications where applicable, to design and build the projects with reasonable skill and care. | | |
| British Standard Code of Practice and Euro codes | Latest version | yes |
| European Standards | Latest version | yes |
| And the following but not limiting to Environmental specifications/guides and codes of practise: | Latest version | yes |

| | | |
|---|---|---|
| • BRE – Green Guide to Specification;<br>• BRE – Materials Information Exchange;<br>• CIRIA SP122 – Waste Minimisation and Recycling in Construction (practical guidance);<br>• CIRIA C513 – The Reclaimed and Recycled construction materials Handbook;<br>• CIRIA C533 – Environmental Management in Construction;<br>• Considerate Constructor Scheme;<br>• CL:AIRE Policy Paper (2010)<br>• General Guide to the Prevention of Water Pollution: PPG1;<br>• Works in, near or liable to affect Watercourses: PPG5;<br>• Working at construction and demolition sites: PPG6;<br>• Pollution Prevention Guidelines Marinas and Craft: PPG14; and<br>• Pollution Prevention Guidelines Pollution incident response planning: PPG21. | | |
| | | |

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

| |
|---|
| **State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.** |
| The *Contractor* shall not commence works on site until the RAMS, CPP and other statutory and non-statutory permits, including HRA and MCZ full assessments and full consents are obtained as required, and required EAPs are in place and accepted by the *Client*. |
| Access to site for construction is yet to be agreed, the *Contractor* is to consider access routes to the site during detail design. The local EA representative will then work with the Landowner and *Contractor* to get an agreement in place prior to construction work commencing. |
| The *Contractor* shall provide the *Client*'s Project Manager at least 10 working days' notice to arrange site visits for the assessments. |
| **Working times**<br>The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday) |

**5. Requirements for the programme**

| |
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| |
| **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.**<br>**State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).** |
| The *Contractor* submits their first programme with the Contractor's Offer for acceptance by the 10th of every month.<br>The *Contractor* shows on each programme submitted for acceptance (every four weeks)<br>• the *starting date* and *completion date*,<br>• planned Completion,<br>• the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works, including the activities listed within the Price List, |

• the order and timing of the work of the *Client* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Scope,

• the dates when the *Contractor* plans to complete other work needed to allow the *Client* and others to do their work,

• provisions for float, time risk allowances, health and safety requirements, environmental requirements and the procedures set out in the contract,

• the dates when, in order to Provide the Works in accordance with the programme, acceptances, Plant and Materials and other things to be provided by the *Client* and information from others,

• for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which will be used

• other information which the Scope requires the *Contractor* to show on a programme submitted for acceptance. A programme issued for acceptance is in the form stated in the Scope.

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

Within two weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that

• the *Contractor's* plans which it shows are not practicable,

• it does not show the information which the contract requires, it does not represent the *Contractor's* plans realistically or

• it does not comply with the Scope.

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 week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

The *Client's* Delegate shall notify and agree with the *Contractor* regarding any additional items required on each programme within 2 weeks of contract award. The *Contractor* shall agree any changes to the schedule with the *Client's* Delegate within 2 weeks of Contract Award and issue a schedule of planned design submission to the *Client's* Delegate. The *Contractor* shall ensure the changes shall not impact the Completion date.

The *Contractor* shows on each revised programme:

• the actual progress achieved on each operation and its effect upon the timing of the remaining work,

• how the *Contractor* plans to deal with any delays and to correct notified Defects and

• any other changes which the *Contractor* proposes to make to the accepted programme

The *Contractor* submits a revised programme to the *Client* for acceptance

• within the *period for reply* after the *Client* has instructed the *Contractor* to, and

• when the *Client* chooses to.

**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** |
|---|---|
| | |

## 7. Site Information

A Pre-Appraisal Assessments (PAAs) have been provided for all sites as site information only. The PAAs were used to discuss longlist of options and develop preferred option. The PAAs were also used to develop the scope of works and identify potential hazards, risks and project restraints and should be considered in conjunction with the development of the detailed design.

Suggested access options are shown in PAAs. The contractor may identify alternative suitable routes.

**Table below contains details of previous studies and existing information. All this information can be download from the following sharefile link:** https://ea.sharefile.com/d-s151798508aa84ba297f878754d937852

**The link will expire 30 days from 07/08/2023.**

| Site number | Site | Document Ref Number |
|---|---|---|
| 00 | General Documents | *"0 General Documents.zip"* |
| 01 | Pevensey West | *"1 Pevensey West.zip"* |

| | | |
|---|---|---|
| | | As builts West (2010)<br>Design Drawings (2004)<br>PCI<br>Service Searches (December 2022)<br>Tender Drawings (2009)<br>Tidal doors as builts (2011)<br>West Outfall HSF (2012)<br>Pevensey West Coastal Outfall Inspection Report (2004).pdf<br>REC_Package 4 - PAA Pevensey West P02.pdf<br>Williams M&E - Pevensey west inner report (2017).pdf<br>Williams M&E - Pevensey west outer gate report (2017).pdf |
| 02 | Pevensey Central | ***"2 Pevensey Central.zip"***<br>As builts Central (2010)<br>Central Outfall HSF<br>Design Drawings (2004)<br>PCI<br>Service Searches (December 2022)<br>Tender Drawings (2009)<br>Tidal doors as builts (2011)<br>Pevensey Central Coastal Outfall Inpsection Report (2004).pdf<br>REC_Package 4 - PAA Pevensey Central P02.pdf<br>Williams M&E - Pevensey Central Report (2017).pdf |
| 03 | Crumbles | ***"4 Crumbles.zip"***<br>Crumbles Outfall HSF (2013)<br>Historic drawings (1968)<br>IWS Reports<br>PCI<br>Refurbishment works (2000)<br>Service Searches (December 2022)<br>Confined space dimensions.pdf<br>REC_Package 4 - PAA Crumbles P02.pdf<br>Williams M&E - Crumbles site report (2017).pdf |

| | | |
|---|---|---|
| 04 | Bulverhythe | *"5 Bulverhythe.zip"*<br>Combe Haven HSF (2014)<br>H&S File<br>Historic Drawings<br>PCI<br>Service Searches (December 2022)<br>Winch Replacement 2016<br>Combe haven report r1 2011.pdf<br>GT_Combe Haven Outfall Refurbishment.pdf<br>REC_Package 4 - PAA Bulverhythe P02.pdf<br>S22 Bulverhythe Outfall PPM Audit.pdf<br>Tidal Door Remedial Works.docx<br>Williams M&E - Bulverhythe sea gates report_rev 1 (2017).pdf |
| 05 | East Stream | *"7 East Stream.zip "*<br>Drawings 2009<br>East Stream Outfall HSF (2012)<br>PCI<br>Service Searches (December 2022)<br>Tidal doors as builts (2011)<br>East Stream Outfall Inspection (2003).pdf<br>REC_Package 4 - PAA East Stream P02.pdf<br>Williams M&E - East Stream report (2017).pdf |

| **Proposed sub-contractors** | | |
|---|---|---|
| | Name and address of proposed subcontractor | Nature and extent of work |
| 1. | Form of Contract: | |
| 2. | Form of Contract: | |
| 3. | Form of Contract: | |
| 4. | Form of Contract: | |