NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework
Lot 1 Civil Engineering (Maintain and Construct)
2024/25 H&T Gauge Datum Survey Programme

A contract between	
And	
For	
	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 Address for communications Address for electronic communications [relevant Client] The Contract Administrator is Name Address for communications Address for electronic communications The works are Survey Works to Environment Agency H&T Assets. The site is 52 nr sites as per Section 7. The starting date is The completion date is The delay damages are Per day The *period* for reply is 2 weeks

The period between completion of the works and the defects	52 weeks
date is	

The defects correction period is	4 (four)	Weeks, except that
The defects correction period for	Incident work is	to be undertaken within 24 hours
The assessment day is	the last working day	of each month
The retention is	Nil	%

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

The Adjudicator is:

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	2 (two)	% 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 Client	provides	this	insurance
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None

Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the works	1.2x the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	The <i>defects date</i> plus 2 years
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 <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum in respect of every claim without limit to the number of claims	The <i>defects date</i> plus 2 years
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 and the following additional conditions

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Z 1	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 <i>Delivery Partners</i> will be no more than 30 days from receipt of correct invoice.	
Z2	as a regulatory authority	
Z2.1	The position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	

Z2.2	Where statutory consents must be obtained from the capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the <i>works</i> does not constitute statutory approval or consent.
Z2.3	An action by the as as regulatory authority is not in its capacity as <i>Client</i> 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 <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z 5	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The Contractor designs the parts of the works which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.
	The 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.

Z 7	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		
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.		
Z 9	Termination		
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.		
Z10	Data Protection		
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract		
Z11	Liabilities and Insurance		
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.		
Z12	Packaging		
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its SiteSpecific Pack.		
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Z13	Contract Administrator
Z13.1	Under Clause 14.5, the <i>Client</i> delegates their actions defined in the contract to the <i>Contract Administrator</i> except for: • <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works • Clause 16 Access to the <i>site</i> and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination The <i>Client</i> may replace the <i>Contract Administrator</i> after they have notified the <i>Contractor</i> of the name of the replacement.
Z14	Inflation
Z14.1	At the Contract Date the total of the Prices includes sums to cover inflation until Completion. On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.

Contract Data			
The Contractor's Contract Data			
	The Contractor is		
Name			
Address for communications			

	%				
The people rates are					
unit	rate				
The published list of Equipment is					
The percentage for adjustment for Equipment is					
	ent is				

Sub-Contractors The Sub-Contractors identified in the table below are accepted by the *Client* under Clause Z1. Name and address of proposed subcontractor Nature and extent of work 1. Form of Contract:

Client Confidential

2.	Form of Contract:	
3.	Form of Contract:	
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 Enter the total of the Prices from the Price List. Signed on behalf of the Contractor Name Position Signature Date The Client accepts the Contractor's Offer to Provide the Works Name Page 11 of 64

Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook. The detailed price breakdown reference is [INSERT project specific file reference].

Ref	Description	Sub total
Α	Nene Catchment – Upper Nene	
A.1	Dodford (SP62744,60698)	
A.2	Flore Hill (SP 63337,59903)	
A.3	Weedon FSR (SP 6086,5934)	
A.4	Weedon Bec (SP 63029,59432)	
A.5	Brixworth (SP 73657,70777)	
A.6	Kislingbury (SP 69396,59466)	
A.7	Wootton Brook (SP 75821,55975)	
A.8	Wootton Park (SP 72615,57758)	
A.9	Southbridge (SP 75451,59770)	
A.10	Upton Mill (SP 71991,59232)	
A.11	Geldharts Mill (SP 73644,64209)	
A.12	St Andrews Mill (SP 74867,61366)	
A.13	St James Mill (SP 7410,6032)	
A.14	Dallington FSR (SP 7329,6216)	
A.15	Northampton Washlands (SP 7921,6048)	
A.16	Clifford Hill Sluice (SP 4804,6067)	
	Nene Catchment - Middle Nene	
A.17	Islip (SP99180,79010)	
A.18	Lilford (TL 02549,83893)	
	Nene Catchment - Lower Nene	

A.19	Elton Sluice Upstream (508289,293909)	
A.20	Wansford (TL 08056 99567)	
A.21	Wansford Auto Sluice (507494,298262)	
A.22	Dog-in-a-Doublet Sluice (TL2720799312)	
A.23	Stanground Sluice Upstream (TL 20824 97353)	
A.24	Little Bridge (TL27294,98404)	
A.25	Rings End Sluice (TF 3982 0293)	
	Nene Catchment - Minor Tributaries of the Nene	
A.26	Denton FSR (SP8366857777)	
A.27	Bozeat FSR (SP 9099 5872)	
A.28	Yardley Hastings North FSR (SP86130561)	
A.29	Yardley Hastings East FSR (SP8638055690)	
A.30	Yardley Hastings West FSR (SP8608055740)	
A.31	Grendon (SP 88107 60880)	
A.32	Barnwell FSR (TL 0492 8390)	
	Nene Catchment - River Ise and Alledge Brook	
A.33	Barford Bridge (SP 86077 83056)	
A.34	Clipston FSR (SP 7119 8101)	
A.35	Slade Brook (SP7289 6312)	
A.36	Great Harrowden (SP9915 1255)	
	Nene Catchment – Willow & Harpers Brook	
A.37	Willow Brook FSR (SP9182489313	
A.38	Brigstock (SP4990485419	
A.39	Harpers Brook (SP9839679855	
	Witham Upper Catchment – Main River Witham	
A.40	North Witham (SK 92722 21642)	

A.41	Colsterworth (SK 92823 24611)	
A.42	Saltersford (SK 92710 33414)	
A.43	Spittlegate Mill (SK9231034810)	
A.44	Claypole (SK 8419 4797)	
A.45	Beckingham Bridge (SK8737053990)	
	Witham Upper Catchment – Tributaries of the Witham	
A.46	Cringle Brook (SK9246029680)	
A.47	Mow Beck (SK9108035590)	
A.48	Honington Beck (SK 93542 43357)	
A.49	Allington (SK 87238 39936)	
A.50	Hougham (SK 88737 44117)	
A.51	Brant Broughton (SK 9290 5456)	
A.52	Horseshoe Bridge (SK 93837 58296)	
	The total of the Prices	

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.

When ordering products and constructing the *works*: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

Scope

1. Description of the works

1.1 Project background

- 1.1.1 The 2024/25 H&T Gauge Datum Programme is a critical package of *works* for the *Client*. H&T assets are vital for the *Client's* Flood and Coastal Risk Management (FCRM) and WLB teams to report flood risks and alerts and to ensure ongoing compliance with water resource management regulations and operations.
- 1.1.2 The key objective of this project is to carry out *works* on the named assets to ensure they continue to provide quality data which allows the *Client* to proactively manage flood risk and water resource regulations and operations and to ensure they comply with good practice, the *Client* minimum technical requirements and are safe for use by operational teams.
- 1.1.3 The specific objective within this contract is to ensure all remedial *works* are carried out as per the Description of the Works contained in Section 1.2, the *Client* provided Scope Information Document (SID) and the other documents contained in Sections 2 and 3.

1.2 Description of the works

1.2.1 The Works are for the installation of one new E2 station and three new E5 stations at 52 sites within the River Nene and the Witham Upper catchments to provide survey control for telemetry and future works. Monitoring surveys are required at these sites to update the *Client's* records to increase the accuracy of level measurements at these locations.

The *works* are as described in drawings and other documents which can be found in section 2 and section 3.

The 52 sites are listed below, the locations of the new stations will be agreed with an member of staff who will also provide access to the sites as required.

Nene Catchment - Upper Nene

- Dodford (SP62744,60698). The existing station E20511428, may be reused if it is in a suitable and stable location.
- Flore Hill (SP 63337,59903). The existing station E20511431, may be reused if it is in a suitable and stable location.
- Weedon FSR (SP 6086,5934). The existing station E20512883, may be reused if it is in a suitable and stable location.
- Weedon Bec (SP 63029,59432). The existing station E20511463, may be reused if it is in a suitable and stable location.
- Brixworth (SP 73657,70777). The existing station E20511424, may be reused if it is in a suitable and stable location.
- Kislingbury (SP 69396,59466). The existing station E20511442, may be reused if it is in a suitable and stable location.
- Wootton Brook (SP 75821,55975). The existing station E20511704, may be reused if it is in a suitable and stable location.
- Wootton Park (SP 72615,57758). The existing station E20511467, may be reused if it is in a suitable and stable location.
- Southbridge (SP 75451,59770). The existing station E20511451, may be reused if it is in a suitable and stable location.

- Upton Mill (SP 71991,59232). The existing station E20511457, may be reused if it is in a suitable and stable location.
- Geldharts Mill (SP 73644,64209). The existing station E20511435, may be reused if it is in a suitable and stable location.
- St Andrews Mill (SP 74867,61366). The existing station E20511453, may be reused if it is in a suitable and stable location.
- St James Mill (SP 7410,6032). The existing station E20511667, may be reused if it is in a suitable and stable location.
- Dallington FSR (SP 7329,6216). The existing station E20512311, may be reused if it is in a suitable and stable location.
- Northampton Washlands (SP 7921,6048). The existing station E20512622, may be reused if it is in a suitable and stable location.
- Clifford Hill Sluice (SP 4804,6067). The existing station E20512621, may be reused if it is in a suitable and stable location.

Nene Catchment - Middle Nene

- Islip (SP99180,79010).
- Lilford (TL 02549,83893). The existing station E20511443, may be reused if it is in a suitable and stable location.

Nene Catchment - Lower Nene

- Elton Sluice Upstream (508289,293909).
- Wansford (TL 08056 99567). The existing station E20511462, may be reused if it is in a suitable and stable location.
- Wansford Auto Sluice (507494,298262)
- Dog-in-a-Doublet Sluice (TL2720799312)
- Stanground Sluice Upstream (TL 20824 97353). The existing station E20531199, may be reused if it is in a suitable and stable location.
- Little Bridge (TL27294,98404).
- Rings End Sluice (TF 3982 0293). The existing station E20521731 may be reused if it is in a suitable and stable location.

Nene Catchment - Minor Tributaries of the Nene

- Denton FSR (SP8366857777)
- Bozeat FSR (SP 9099 5872). The existing station E20511965 may be reused if it is in a suitable and stable location.
- Yardley Hastings North FSR (SP8613056190)
- Yardley Hastings East FSR (SP8638055690)
- Yardley Hastings West FSR (SP8608055740)
- Grendon (SP 88107 60880). The existing station E20511437 may be reused if it is in a suitable and stable location.
- Barnwell FSR (TL 0492 8390). The existing station E20512417 may be reused if it is in a suitable and stable location.

Nene Catchment - River Ise and Alledge Brook

Barford Bridge (SP 86077 83056). The existing station E20511420 may be reused if it is in a suitable and stable location.

•	Clipston FSR (SP 7119 8101). suitable and stable location.	The existing station E205	11966 may be r	eused if it is in a
	Suitable and Stable location.			

- Slade Brook (SP7289 6312). The existing station E20511441 may be reused if it is in a suitable and stable location.
- Great Harrowden (SP9915 1255). The existing station E20511438 may be reused if it is in a suitable and stable location.

Witham Upper Catchment - Main River Witham

- North Witham (SK 92722 21642). The existing station E20511497 may be reused if it is in a suitable and stable location.
- Colsterworth (SK 92823 24611). The existing station E20511473 may be reused if it is in a suitable and stable location.
- Saltersford (SK 92710 33414). The existing station E20511501 may be reused if it is in a suitable and stable location.
- Spittlegate Mill (SK9231034810).
- Claypole (SK 8419 4797). The existing station E20511522 may be reused if it is in a suitable and stable location.
- Beckingham Bridge (SK8737053990).

Witham Upper Catchment - Tributaries of the Witham

- Cringle Brook (SK9246029680).
- Mow Beck (SK9108035590)
- Honington Beck (SK 93542 43357). The existing station E20511535 may be reused if it is in a suitable and stable location.
- Allington (SK 87238 39936). The existing station E20511510 may be reused if it is in a suitable and stable location.
- Hougham (SK 88737 44117). The existing station E20511538 may be reused if it is in a suitable and stable location.
- Brant Broughton (SK 9290 5456). The existing station E20511519 may be reused if it is in a suitable and stable location.
- Horseshoe Bridge (SK 93837 58296). The existing station E20511537 may be reused if it is in a suitable and stable location.

1.2.2 Objectives

The Contractor shall undertake survey as required and in all cases in accordance with the National Standard Technical Specifications for Surveying Services v5.01. The Contractor shall deliver the outputs as described in this Scope. In the event of conflict, this Scope shall prevail. The services are to be compliant with these documents.

The survey outputs delivered will be used to increase the accuracy of level measurements at the 52 sites. These will include:

- Installation of new survey control
- Monitoring survey of the reference and monitoring points
- Delivery of suitable outputs in line with Technical Survey Specification and detailed in this Scope.

1.2.3 Results Delivery

In delivering the services the *Contractor* shall:

1. Ensure all deliverables and Results show evidence of a quality control system. General quality tolerances should consist of:

 a. All first draft deliverables shall be free from significant with other documents, avoiding repetition. 	error	and	be	consist	ent

- b. All first draft results shall tell a logical story with a clear audit trail of consultation and decision-making processes, supported by robust evidence, which can be easily transferred and interpreted by future users.
- c. All first draft deliverables shall be grammatically correct and clearly presented, with consistent formatting.
- d. All first draft deliverables shall satisfy the relevant latest guidance and legislative requirements.
- e. All first draft deliverables shall confirm to the latest and necessary guidance and meet the template requirements, unless otherwise agreed with the Agency in advance of submission.
- f. Results shall be suitable for the audience and written using "plain English".
- 2. Ensure all drawings are produced at the scale described below in Section 1.2.5.

1.2.4 Previous Studies & Data Sources

The *Contractor* shall ensure that appropriate use is made of existing data, to avoid duplicating work already done.

The *Contractor* shall obtain Ordnance Survey mapping data and other relevant data products from the Partner Data Portal website and comply with the licensing of that site. 1.2.5 Survey

The Contractor shall:

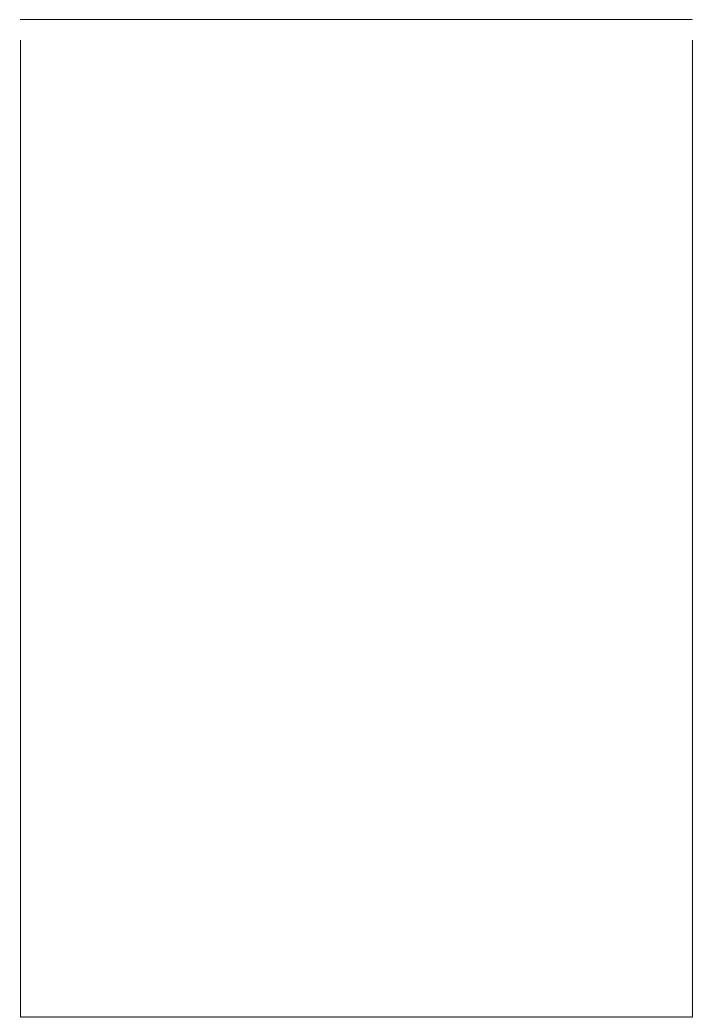
- Obtain all consents, approvals and permissions required for the survey to be undertaken. The *Contractor* is responsible for finding out if the survey is affected by special regulations (e.g., Crown, Ministry of Defence lands), Listed Buildings, Scheduled Ancient Monuments, SSSIs etc., by searching using The *Contractor* shall comply with any legislation or special rules which affect these sites.
- 2. When on site, always display personal identification and carry the letter of introduction or similar if supplied by the Agency.
- 3. Deliver the survey as described in the Scope.
- 4. The *Contractor* is to liaise with the Contract Supervisor regarding access to land.
- 5. Ensure the Contract Supervisor is given 4 weeks advance notice of any land entry required.
- 6. Provide final outputs of the survey to the Agency in a digital format.
- 7. Ensure that all survey results <u>including the Survey Report</u> are delivered as a zipped file email attachment if the zipped file is smaller than 10Mb or via Sharefile (link supplied by the Agency upon request).
- 8. Raise an early warning where changes to the Scope or the accepted Programme occur or where significant issues arise on a project.

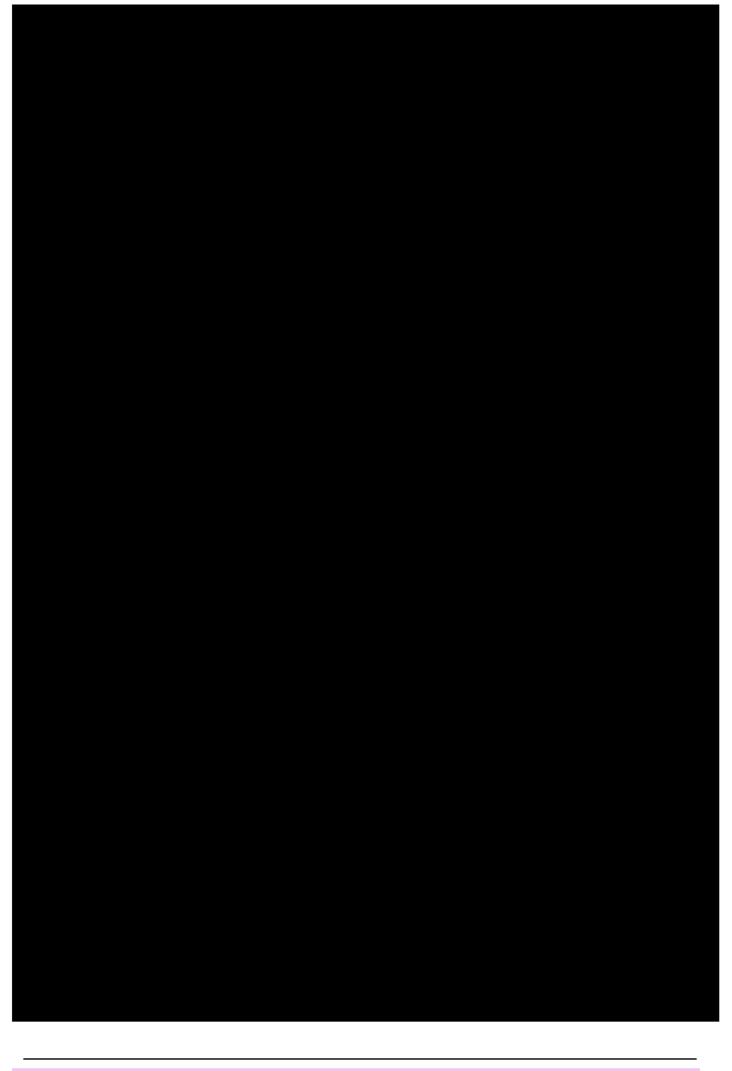
1.2.6 Results

Note that this is a result specification. Where a particular technique is proposed by the *Contractor*, it shall comply with relevant clauses of Section X of the National Standard Technical Specifications for Surveying Services.

Include in the survey report a copy of the results table below and the subsequent paragraphs of Section 2.3 as provided in this Scope, as a record of the survey requirements for this project.

The *Contractor* shall furnish the *Client* with the following Deliverables:





Results table – Mand	atory Items for All surveys	
I and the second	Last printed 08/10/24	Page 27 of 64

Results table – Graphical (DWG, DXF and PDF, except where shown) Results table – Digital data files

1.2.7 General Requirements

The *Contractor* shall comply with the general requirements for all surveys as stated in Section I of the National Standard Technical Specifications for Surveying Services and shall submit all technical documents with the *Client's* reference number in the file name. The following job number shall be used:

^{*} indicates reference from the National Standard Technical Specifications for Surveying Services section number/paragraph number. Where Scope Z is shown, it refers to a paragraph within this document.

1.2.8 Survey Control

The Contractor shall comply with the requirements for survey control as stated in Section II of the National Standard Technical Specifications for Surveying Services, subject to the following:

- Where new permanent survey markers are required, a formal agreement will be made between the Client and landowner through engagement with the Client.
- Install one E2 and three E5 control stations at each site in accordance with Section 1.2.1 of this Scope.
- Number EACS using the numbering system in Section 1.2.7, reference numbers shall be provided by the Client.

1.2.9 Deformation Monitoring Surveys of Gauging Stations

The *Contractor* shall carry out deformation monitoring surveys in accordance with Section V of the National Standard Technical Specifications for Surveying Services, Section 1 applies and deliver the results marked in the Results tables above, subject to the following:

The survey shall be carried out to RICS accuracy band L (see National Standard Technical Specifications for Surveying Services Section I, Paragraph 6.0) for the level of monitoring points with respect to the site benchmark (reference stations).

The *Contractor* is to survey the following reference points:

Nene Catchment - Upper Nene

Dodford (SP2674460698) Top of

gauge boards if present

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Flore Hill (SP6333859899) Top of

gauge boards if present

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Weedon FSR (SP 6086 5934) Top

of gauge boards present.

Rims of all 3 stilling wells

• Weedon Bec (SP6302959432)

Top of

gauge boards present.

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown. Datum of brick wall

• Brixworth (SP7365970779) Top of

gauge boards if present

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Kislingbury (SP6939659466) Top of

gauge boards present.

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown. Rim of open stillingwell

Wootton Brook (SP7582555989)

Top of gauge boards if present

Wootton Park (SP7259357746) Top

of gauge boards present.

Cross sections of weir crests and concrete apron extents

• South Bridge (SP7543859767) Top

of gauge boards present.

• Upton Mill (SP7207959192) Top of

gauge boards if present

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Geldharts Mill (SP7363664221) Top

of gauge boards present.

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

St Andrews Mill (SP7490061362)

Top of gauge boards if present

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

• St James Mill (SP7410960333) Top

of gauge boards if present

• Dallington FSR (SP7329462161)

Top of gauge boards present.

Top of upstream weed screen on bolted bracket

Top of stilling tube

Concrete behind cabinet

Reservoir concrete lip and pad

Northampton Washlands

(SP7934960478) Top of upstream

and downstream gauge boards.

On Westen Favel barrage, the stilling tube top.

Washlands level on brick ledge in chamber.

Abingdon river side and lock side survey gauge board

• Clifford Hill Sluice (SP8048060700)

Top of gauge boards if present

Nene Catchment - Middle Nene

• Islip (SP9918079010)

Top of gauge boards if present

Edge of stilling well

• Lilford GS (TL0254983893) Top of gauge boards present.

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Nene Catchment - Lower Nene

- Elton Sluice Upstream (TL0828993909) Top of gauge boards if present
- Wansford GS (TL0806299566)

Top of gauge boards present.

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

 Wansford Auto Sluice (TL0749498262) Top of gauge boards present.

Edge of stilling well

• Dog-in-a-Doublet (TL2720799312)

Top of gauge boards if present

Edge of stilling well grills

 Stanground Sluice Upstream (TL2085097350)

Top of gauge boards if present Bench top

• Little Bridge (TL2729498404) Top of gauge boards present.

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

 Rings End Sluice (TF3973102862) Top of gauge boards present. Bar in stilling well.

Nene Catchment - Minor tributaries of the Nene

- Denton FSR (SP8368757750) Top of gauge boards present.
 Bozeat FSR (SP9100558658) Top of gauge boards present. Top of concrete pad.
- Yardley Hastings North FSR (SP8612956190) Top of gauge boards present. Top of concrete pad.
- Yardley Hastings East FSR (SP8637155719) Top of gauge boards present. Top of concrete pad.
- Yardley Hastings West FSR (SP8608055745) Top of gauge boards present. Top of concrete pad.
- Grendon (SP8810560882) Top of gauge boards present. Instrument box lid.
- Barnwell FSR (TL0492683900) Top of gauge boards present. Top of concrete pad.

Nene Catchment - River Ise and Alledge Brook

Barford Bridge (SP8608383049) Top of gauge boards present.

Cross sections of weir crests and concrete apron extents
Levels of reference points shown on site Level Sheet. The accuracy of the previously
surveyed levels shown on the diagram and in the table are unknown.

Clipston FSR (SP7114981079)

Top of gauge boards present.

Dip plate on head wall

• Slade Brook (SP8730176301) Top of gauge boards present.

Cross sections of weir crests and concrete apron extents

Great Harrowden (SP8992171247)

Top of gaugeboards if present

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Nene Catchment - Willow Brook and Harpers Brook

Willow Brook FSR (SP9182489313)

Top of gauge boards present. •

Brigstock (SP4990485419) Top of

gauge boards present.

Top of sensor box

Harpers Brook (SP9839679855) Top

of gauge boards if present

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Witham Upper Catchment - Main River Witham

North Witham (SK9273921651)

Top of gauge boards present.

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Colsterworth (SK9288024600) Top

of gauge boards present.

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Saltersford (SK9270033450) Top of

gauge boards present.

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Spittlegate Mill (SK9230834811)

Top of gauge boards present.

Datum scribed inside cabinet.

Claypole (SK8420047960) Top of

gauge boards if present

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

· Beckingham Bridge

(SK8737253998) Top of gauge

boards present.

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Witham Upper Catchment - Tributaries of the Witham

Cringle Brook (SK9246029680) Top

of gauge boards present.

Cross sections of weir crests and concrete apron extents

Mow Beck (SK9108035590) Top of

gauge boards present.

Top of sensor tube

Honington Beck (SK9355043370)

Top of gauge boards if present

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

• Allington (SK8724439939) Top of

gauge boards present.

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

• Hougham (SK8873744117) Top of

gauge boards present.

Top of sensor tube.

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Brant Broughton (SK9290054570)

Top of gauge boards present.

Cross sections of weir crests and concrete apron extents

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

Horseshoe Bridge (SK9385058450)

Top of gauge boards if present

Levels of reference points shown on site Level Sheet. The accuracy of the previously surveyed levels shown on the diagram and in the table are unknown.

The *Contractor* is to provide the coordinates and a photo of each reference point surveyed and is to carry out a Two Peg Test prior to commencing the survey and document the results stated to 0.01mm in the Survey Report (see Specifications Section X Paragraph 2.0).

Each reference point is to be observed from two different setups so that each height will be calculated twice and any erroneous observations can be corrected. If some of the reference points are difficult to access with a levelling staff and are surveyed using contactless methods instead these should also be surveyed from two different setups where possible.

1.3 Contractor's design

There is no *Contractor* design required under this contract.

1.4 Accommodation

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1 Prior to first entry to the *site* to undertake physical *works*, the *Contractor* shall record the condition of the *site* and accesses to the *site* through photographs and videos. These are

submitted to the *Client* for record keeping. The *Contractor* shall leave the site and accesses to the *site* in as good a condition as prior to first entry.

1.6 Sharing the Site with the Client and Others

- 1.6.1 In the context of this contract, others is defined as all stakeholders relevant to the Scope of the contract.
- 1.6.2 The *Contractor* shall co-operate with others in obtaining and providing information which they need in connection with the *works*.

1.7 Management of the Works

- 1.7.1 The *Client* and *Contractor* 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 Client and Contractor attend the following meetings:
- Project start meeting
- Fortnightly progress meetings from the starting date to 31 March 2025. The Client confirms the date and venue of these meetings. The Client chairs and records these meetings.
- Monthly commercial meetings from the starting date to 31 March 2025. The Client confirms the date and venue of these meetings. The Client chairs and records these meetings as required.
- Site walkovers as requested by the Client.
- Early Warning meetings as instructed by either Party.
- 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:
- highlights the progress achieved since the last programme submission.
- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explains what actions are being implemented to mitigate any delay,
- state the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,
- details any lost days due to weather,
- 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.
- includes site photos of progress achieved since the previous progress report.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is:

Nearest Met Office Weather station to each Site.

Met Office weather station listing Synoptic and climate stations - Met Office

- 1.8.2 The weather measurements are to be supplied by the MET Office.
- 1.9 Quality Management
- 1.9.1 The *Contractor* shall carry out the following tests and inspections:

1.10 Consents, Permits and Licenses

1.10.1 The *Client* shall obtain the following consents, permits, licenses and/or agreements from third parties for the permanent works.

Notice of Entry – *Contractor* to provide 14 days' notice to the *Client* to ensure Notice is in place and valid prior to works commencement.

All other necessary consents, permits, licences and and/or agreements from third parties for the permanent works are to be obtained by the *Contractor* prior to the works commencing.

1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary *works*, including but not limited to:

Contractor's H&S Plan

Contractor's Environmental Plan

Contractor's risk assessments and method statements (RAMS)

Contractor's construction Plan

Public Safety Risk Assessment

1.11 Health, Safety & Environment

- 1.11.1 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.
- 1.11.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.
- 1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* acts as Principal *Contractor* / *Contractor* under the Regulations.
- 1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the *period of reply* to respond to the RAMS. 1.11.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP)

1.12 Procurement of sub Contractors

- 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.
- 1.11.2 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.
- 1.11.3 In accordance with Schedule 7 Clause 2.1.1, the *Contractor* shall use the Contracts Finder website to advertise any subcontracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub*Contractor*, the Delivery Partner updates the notice on Contracts Finder with details of the successful sub*Contractor*.

1.13 Title

Marking

1.13.1 No materials are expected to be vested under this contract.

Materials from Excavation and demolition

1.13.2 The *Client* does not wish to salvage any such material. The *Contractor* shall be responsible for disposing of all arisings. A standard waste test (WAC) is required to be carried out prior to disposal of arisings which are to be disposed of through a licenced waste carrier at a licenced waste disposal facility. The *Contractor* is to provide all relevant waste disposal documentation such as carrier details and waste transfer notes.

1.14 Completion

- 1.14.1 Prior to Completion the *Contractor* shall arrange a joint site inspection with the *Client*. The initial inspection shall take place a minimum of one week in advance of the *Contractor's* Completion date. Completion is achieved and certified only when the works have reached a stage of completion where the site is judged to be acceptable for handover and the required *Contractor* handover documentation has been provided as described in Section 1.2 of this contract. 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
 - all hard landscape construction work must be fully complete, and all construction plant, and machinery must have been removed from site.
 - all excavation, earthworks, and topsoiling work must be fully complete, and all construction plant, and machinery must be removed from site.
 - all site perimeter fencing, temporary works, materials storage and waste must be removed from site.
 - all public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
- 1.14.3 Survey data as required by Section 1.2.6 is an absolute requirement for Completion to be certified.

1.16 SITE PROGRESS MEETINGS
1.16.1 Frequency: Fortnightly
1.16.2 Location: To be determined by the Client
1.16.3 Chairnerson (who will also take and distribute minutes): The Client

2. Drawings		
Drawing Number	Revision	Title
N/A		

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)	V 13	
Exchange Information Requirements (LIT 17641)	V 3.0	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (LIT 16559)	V 6.0	
National Standard Technical Specifications for Surveying Services	V 5.01	

4.	Constraints on how the <i>Contractor</i> Provides the Works

4.1 In accordance with Clause 14.5 c	f the contract, all of the Client's actions under the contr	ract
are delegated to	The Contractor shall only act upon instructions receive	ved
from the <i>Client's</i> delegate.		
4.2 All communications from the Con	ntractor to the <i>Client</i> shall be sent to	and

4.3 Protection against Damage

- 4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on site are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.
- 4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in Contractor's Equipment.
- 4.3.3 The Contractor shall not commence any works on site until the Client, or their representative, has accepted the construction phase plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the Client confirming the Contractor may take possession of the site from the agreed starting date.
- 4.3.4 The Contractor must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.
- 4.3.5 In order to assess the extent of work, the Contractor shall visit each site when pricing the work. The Contractor shall inform the Client of the time and date of each site visit before going to site.
- 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 routes must be included within the method statements. Access conditions may deteriorate following wet weather and the Contractor should assume the worst conditions when preparing his quotation.
- 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, proposed 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.

The Contractor shall inform the Client of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the Contractor decides to continue at the original site, this will be at his own

- 4.3.13 Fourteen (14) working days' notice of commencement of works shall be given to the Client
- 4.3.14 Seven (7) working days' notice must be given to the *Client* in advance of any inspection or test and 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 Client upon request.
- 4.3.19 No mud or other debris to be deposited on any tarmac areas outside the site access gate, any such material to be removed immediately.
- 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.
- 4.3.21 Un-scoped or additional projects may be added to the package upon acceptance of the relevant compensation events (CE's) and revised programmes depending on Contractor performance.
- 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 equipment to complete the *works*.
- 4.4.2 The *Contractor* ensures that all equipment is maintained.
- 4.4.3 Equipment with hydraulic systems shall use biodegradable hydraulic oil.
- 4.4.4 Equipment traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.5 Permits

- 4.5.1 The Works may require the Contractor to obtain a Flood Risk Activity Permit from the
- 5.5.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The Contractor shall be responsible for all costs associated with permit applications. The Contractor shall be aware the permitting process can take eight (8) weeks from receipt of payment. The requirement for permits shall be discussed with the *Client* prior to applying for permits.

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 Site Restrictions

4.7.1 N/A

5. Requirements for the programme

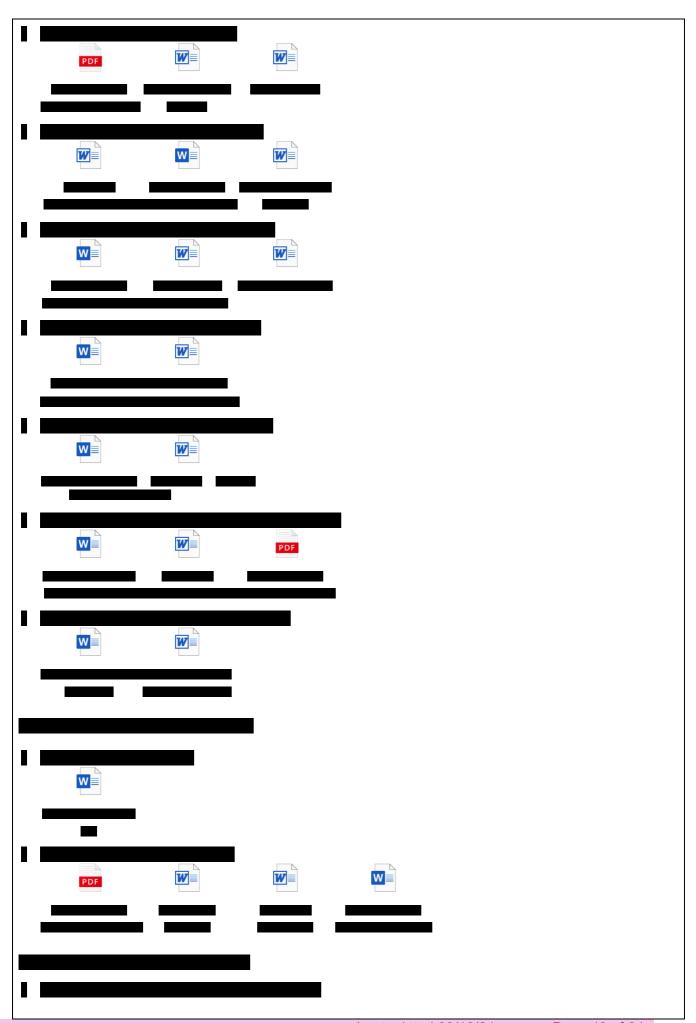
- 5.1 The *Contractor* shall submit their first programme with the *Contractor's* Offer for acceptance.
- 5.2 The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project formats.
- 5.3 The *Contractor* shall show on each programme submitted for acceptance:
- the starting date and Completion Date
- the critical path
- the dates when the *Contractor* forecasts to need first access to each part of the *site* to undertake physical *works*
- the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
- lead in periods for materials and sub-Contractors,
- the order and timing of the *work* of the *Client* and others required for the *Contractor* to provide the *works*,
- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract,
- 5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:
- The Contractor's plans which it shows are not practicable
- It does not represent the Contractor's plans realistically or
- It does not comply with the Scope
- 5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1) week after the *Contractor*'s notification, it is treated as acceptance by the *Client* of the *Contractor*'s programme.
- 5.6 The *Contractor* shall show on each revised programme:
- The actual progress achieved on each operation and its effect upon the timing of the remaining work.
- How the Contractor plans to deal with any delays and to correct notified Defects and Any other changes which the Contractor proposed to make to the accepted
 programme
- 5.7 The *Contractor* shall submit a revised programme to the *Client* for acceptance:
- Within the *period for reply* after the *Client* has instructed the *Contractor* to
- When the Contractor chooses to and, in any case,
- At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*

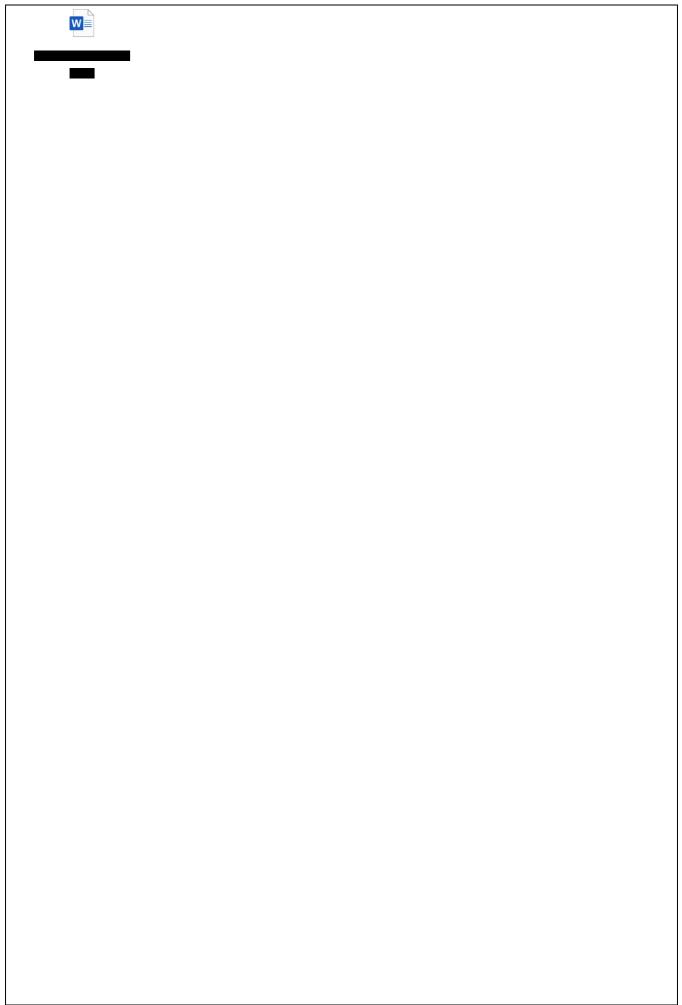
From	То	Interval

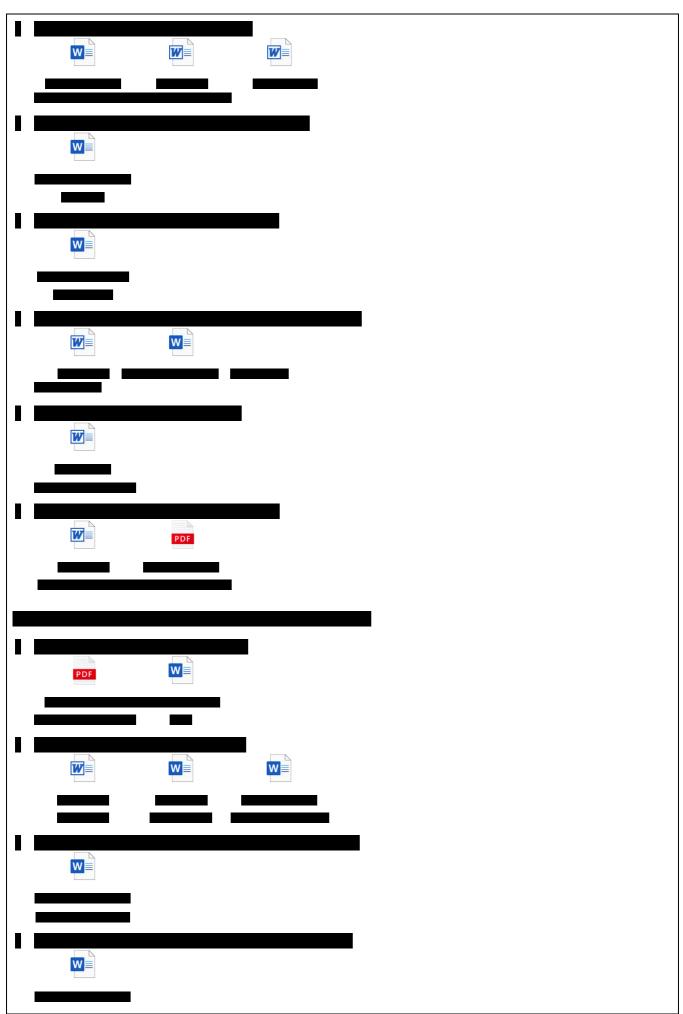
6. Services and other things provided by the Client				
Item		Date by which it will be provided		

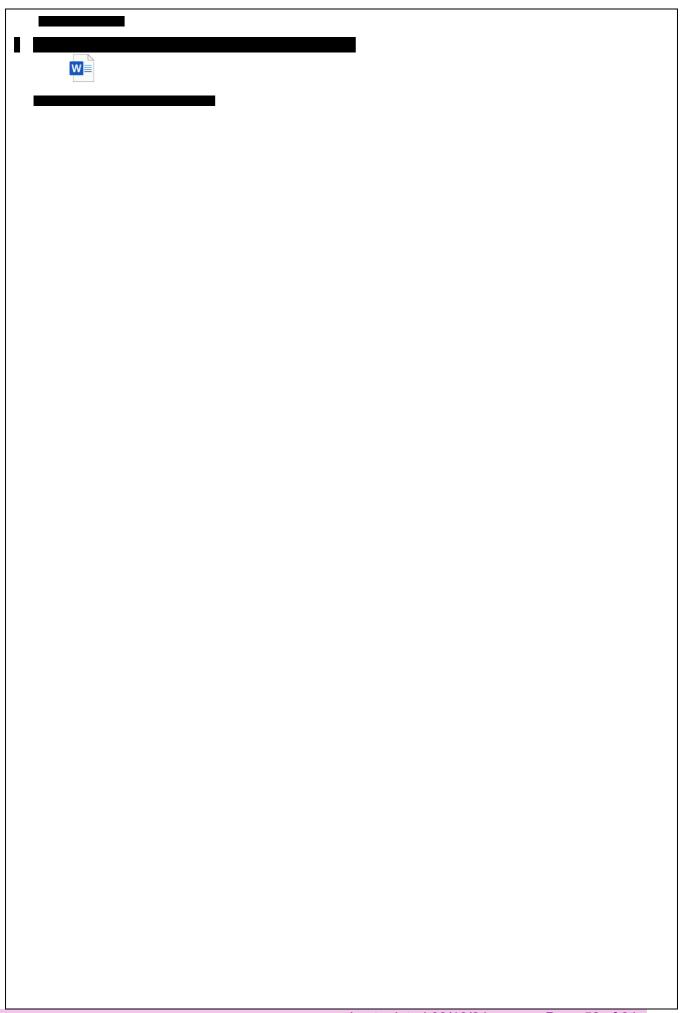
7. Site Informatior







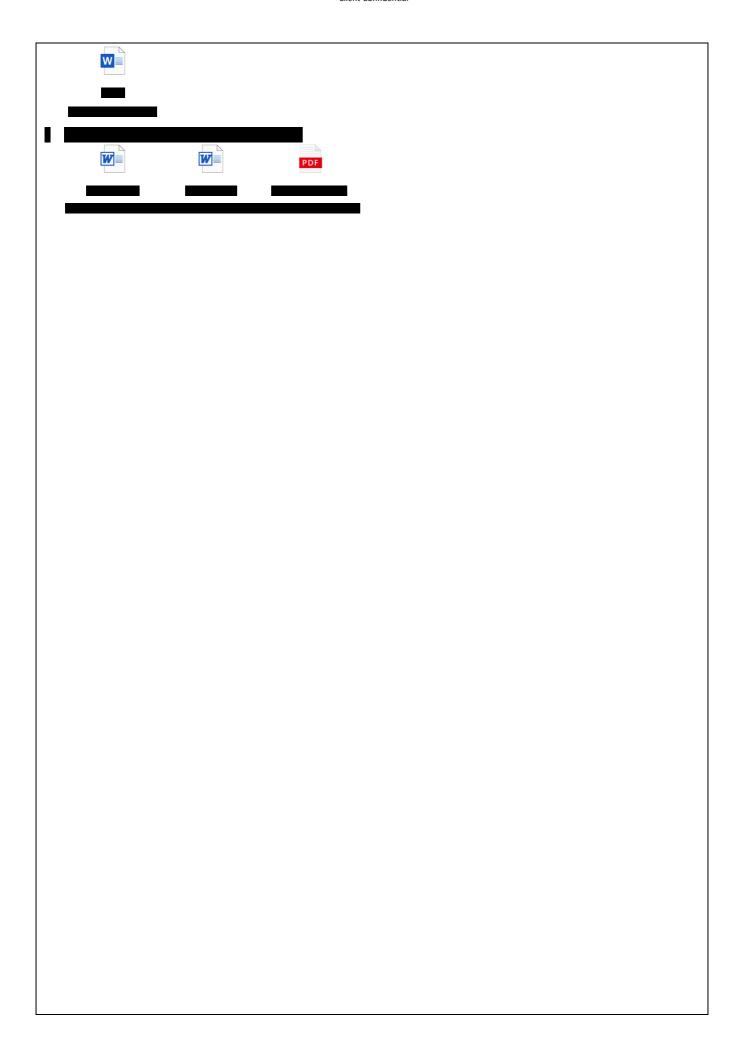






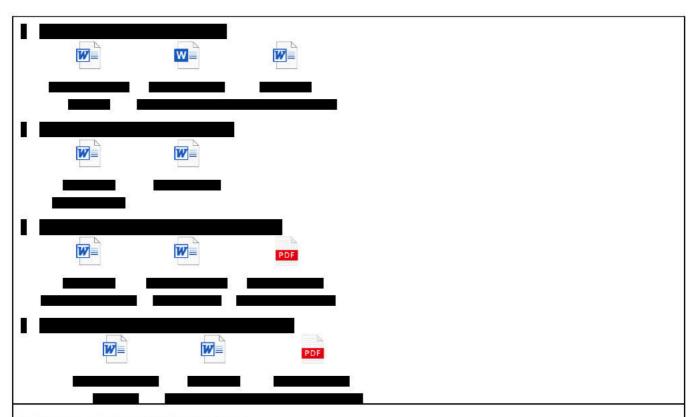
Client Confidential





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Existing utilities and services

N/A

Soils and Ground water

N/A

Site investigation

N/A

Site location plans

Please see embedded site information details.

Health and safety file

N/A

Access to site

Description: Please refer to section 7.

Limitations: Limitations may come in the form of site compound area as not all the *sites* have open space next to the structure.

Access for inspections: The *Contractor* is to provide adequate and safe access to the *Client* and others to inspect the works as they progress.

Use of the site

General: The *sites* will not be used for anything other than the execution of the *works*.

Limitations: N/A

Surrounding land / building uses

General: Adjacent and nearby uses are as follows: Only land which has been agreed prior to the *works* commencing can be used for the *works*.

Health and safety hazards

General: The nature and condition of the *site* cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

- Working near water
- · Road conditions such as dirt roads

Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the *works*.

Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.