



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

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

Template version history

V 1	
V 1.1	
V 1.2	

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response (Asset OMR) Framework

Lot 2 MEICA (Refurbishment and Maintenance)

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	JT Mackley & Co Ltd Bankside House Henfield Road Small Dole West Sussex BN5 9XQ
For	Shirley Moor Pumping Station – Pump 2 failure investigation.
	Contract forms <ul style="list-style-type: none">- Contract Data- The Contractor's Offer and Client's Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Scots Float Depot, Rye District Office, Military Road, Playden, Rye, East Sussex TN31 7PH	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	<p>The works comprise investigating and determining the cause of Pump 2's(A) operational regime failure at Shirley Moor Pumping Station. Activities include inspection, measurement, testing, and reporting on the condition of the screw pump, bearings, drive gear, and associated civil structures.</p> <p>The <i>Contractor</i> shall provide a detailed condition report with recommended remedial actions and an associated budget estimate.</p> <p>The works also include replacing the light bulbs in the three failed external lights, or replacing the entire units where required.</p>	
The <i>site</i> is	Shirley Moor Pumping Station, Tenterden Road, Kent, TN30 7LA	
The <i>starting date</i> is	10/11/2025	
The <i>completion date</i> is	28/02/2026	
The <i>delay damages</i> are	£ Nil	Per day
The <i>period</i> for reply is	Two (2)	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	[Nil]	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		

The *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		% per complete week of delay.
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For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	Contract Price
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum £2,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

The <i>Adjudicator</i> nominating body is	The Institution of Civil Engineers
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The <i>tribunal</i> is	litigation in the courts
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The conditions of contract are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions	
Only enter details here if additional conditions are required.	
Z1	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed <i>subcontractor</i> to the <i>Client</i> for acceptance. A reason for not accepting the <i>subcontractor</i> is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed <i>subcontractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of a valid invoice.
Z2	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The works are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster

	<ul style="list-style-type: none"> • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>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.</p>
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.
Z110	Inflation (Lot 2)
Z110.2	<p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the Contract Date and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Average Weekly Earnings index (Construction)(AWE) 1 – month rate]</p> <p>The Average Weekly Earnings index (Construction)(AWE) 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the [Client set] total of the Prices.</p> <p>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.</p>

Contract Data

The Contractor's Contract Data

The Contractor is		
Name	JT Mackley & Co Ltd	
Address for communications	JT Mackley and Co Ltd Bankside House Henfield Road Small Dole West Sussex BN5 9XQ	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are	As per the framework workbooks	
category of person	unit	rate
The published list of Equipment is	As per AOMR Framework	
The percentage for adjustment for Equipment is	As per AOMR Framework	

Contract Data

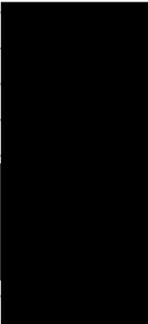
The Contractor's Offer and Client's Acceptance

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 £ 51,983.34

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name	
Position	
Signature	
Date	

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

Signed on behalf of the Client

Name	
Position	
Signature	
Date	

Price List

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

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

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

Item Number	Description	Unit	Quantity	Rate	Price
1	Supervision and Preliminaries				
2	Preparation and submission of RAMS, and associated paperwork including CPP, CDM Regulations 2015 and Carbon calculator.				
3	Carry out a bat survey by a competent ecologist.				
4	Welfare				
5	Mobilisation				
6a	Collect the stopboard from Scots Float Depot, remove the weed screen and install the stop board in the clutches.				
7	Operate the temporary over pumping to dewater the chamber and ensure it is watertight to maintain the dry chamber.				
8	Inspection and measurements, undertake a full physical inspection and measurement of the pump two regime.				
9	Take and record measurements, photographs and observations to be included in the condition report.				
10	Testing, vibrations, and verifying, shaft and component alignment.				
6b	Remove stop board, install weed screen and return the stopboard from Scots Float Depot.				
11	Demobilisation				
12	Update existing H&S file.				
13	Produce a written condition report detailing defects, test certificates recommendations and a budget price, for client acceptance.				
14	Production of the carbon calculator.				
The total of the Prices					£51,983.34

The method and rules used to compile the Price List are

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

Scope

1. Description of the works

1.1 Project background

Shirley Moor Pumping Station, constructed in 1973 and located off Tenterden Road, Appledore, Kent, comprises two Archimedes screw pumps which convey water southwards from the Reading Sewer and Cradlebridge into the Reading Sewer downstream. The station also incorporates twin free-flow culverts that operate under gravity during normal flow conditions. The installation plays a critical role in protecting surrounding agricultural land and residential properties in Appledore.

Pump 2 (A), original to the station, has experienced an operational failure. Although the gearbox, motor, and bottom bearings have been replaced over time, the suspected cause of failure is deterioration of either the top bearing, the bottom bearing, or both. Pump 2 (A) has been isolated and locked off after the screw flights were found to be grinding against the concrete trough during operation.

A sealed-for-life Landustries bottom bearing was installed in 2019, and the David Brown gearbox was fully refurbished and reinstalled in 2022. In 2023, Spaan's Babcock Ltd reported high friction levels and a potential coupling size mismatch, with a top bearing distress rating of 18+. In June 2025, Environment Agency vibration monitoring (Kerry Hesmer and Phil Smith) identified grinding within the trough and elevated AMP readings. The pump was subsequently isolated, and a breakdown report was issued.

Outcome specification

The investigation shall deliver a detailed assessment of the causes of failure of Archimedes screw pump 2 (A), including the identification of all defective, deteriorated, or non-compliant elements. The Contractor shall provide comprehensive reporting and documentation of all findings. The inspection and associated surveys shall generate the information necessary to support the design and implementation of a long-term engineering solution that restores the pump to the agreed standards of reliability, safety, and performance.

1.2 Scope

- The purpose of the work is to investigate and determine the exact cause of Pump 2's (A) regime failure at Shirley Moor Pumping Station.
- Before starting any work, the *Contractor* shall confirm that Pump 2 (A) remains fully isolated and locked off. The Contractor shall apply their own lock and tag in accordance with their safe systems of work.
- All activities shall comply with Environment Agency (EA) health, safety and environmental procedures, including requirements for confined space entry and lifting operations where applicable.
- The *Contractor* shall collect the stop board from Scots Float Depot, transport it to site, and install it in the clutches of Pump 2 (A). The existing weed screen currently occupying the clutches shall be removed prior to installation. The Contractor shall confirm that the stop board is correctly seated and watertight before proceeding.
- The EA has provided a temporary pump on site as a contingency measure.
- The *Contractor* may use the temporary pump to dewater the chamber following installation of the stop board.
- If the temporary pump is not already installed, the *Contractor* shall install, operate and monitor the pump throughout the dewatering process.
- The *Contractor* shall undertake a full physical inspection and measurement of Pump 2 (A), covering all mechanical and civil components, and shall include the following:

Screw Assembly

- Measure screw diameter, flight pitch, length and inclination angle. Inspect the screw flights for wear, deformation and clearance within the trough.

Bearings

- Inspect the Landustries bottom bearing (installed 2019) for wear, misalignment or deterioration. Inspect the top bearing for distress, overheating or abnormal noise.

Drive Gear

- Inspect the complete drive gear assembly including the David Brown gearbox (refurbished in 2022), motor and drive belts for wear, leakage, deterioration, correct belt tension, oil condition, oil level and alignment issues, where accessible.

Civil Structure

- Inspect the concrete trough, bearing supports and associated structures for cracking, spalling, deformation or uneven wear.

Records

- Record all measurements, photographs, observations, and inspection notes for inclusion in the final report.

Additional Electrical Maintenance

- Replace the light bulbs in the three failed external lights or replace the complete units if required.

Testing

- Verify alignment of the shaft and all associated components. Where safe to do so, retest the pumping regime to monitor AMP draw, vibration levels and any abnormal behaviour.
- Record all test results, monitoring readings and operational anomalies identified during testing.

Reporting Requirements

- The *Contractor* shall submit a comprehensive condition report including:

- Recorded measurements, vibration data, photographs, and inspection outputs.
- Assessment of wear, misalignment, deterioration, or structural damage.
- Recommendations for repair, refurbishment or replacement.
- A budget cost estimate for proposed corrective works.
- A digital submission of the report in PDF or Word format to the EA Project Manager.

Handover Requirements

- Update the existing Health and Safety File with all relevant information.
- Complete and submit the Carbon Calculator in accordance with EA requirements.

1.3 Contractor's design

1.3.1 No design is required from the *Contractor* for the investigation, inspection, measurement, testing or reporting activities described in this Scope.

Should the outcome of the investigation indicate a need for repair, refurbishment or replacement works to Pump 2 (A), any design obligations associated with those future works will be defined separately under a subsequent contract or instruction.

1.3.2 The *Contractor* is responsible for the design, installation and management of any temporary works required to safely undertake the investigation, including but not limited to access arrangements, lifting operations, temporary pumping configurations and any supports required for safe entry into the pump chamber.

All temporary works shall comply with SIM 02/2010/04 Management of Temporary Works, CDM Regulations 2015 and relevant MEICA standards.

No temporary works may be installed or modified without approved RAMS and, where required, design checks appropriate to the risk category of the temporary works.

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. For this project, Others include:

- Environment Agency Operations Staff undertaking routine asset checks, remote monitoring activities, and operational water-level management.
- EA Electrical and Mechanical Teams who may attend to carry out isolations or site-wide inspections not directly related to Pump 2.
- Landowners/Farm Representatives requiring access along the shared track for normal agricultural operations.
- Public Users (walkers, anglers) in the vicinity of the compound boundary, though they are not permitted inside the locked compound.

No other contractors are expected to work within the Pumping Station compound during the investigation works unless instructed by the *Client*.

Work summary

- What is being done: Investigation, inspection, measurement, testing, and reporting on Pump 2 (A), including temporary stop-board installation, dewatering and electrical light-unit maintenance.
- Who is doing it: JT Mackley & Co Ltd as Principal Contractor, with the *Client* (EA) providing operational support as required.
- When and for how long: From the starting date until Completion, as defined in the accepted programme.
- Where: Within the Pump 2 (A) working area, pump well, screw chamber, drive platform, compound, and the shared access track.
- How the Working Areas will be shared: By maintaining safe access routes, coordinating plant movements, keeping the compound secure, and facilitating EA operational access when required.

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
- Monthly progress meetings from the starting date to 10/11/2025. 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 11/11/2025. 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.

1.7.4 Deliverables

- A detailed programme of works for *Client* acceptance.
- Full compliance with MEICA standards and CDM Regulations 2015.
- Effective hazard identification, management, and mitigation.

- Coordination with the appointed Principal Designer to ensure safe and efficient project delivery.

1.8 Weather Measurements

1.8.1 If weather conditions prevent all work on the site the *Contractor* shall make a contemporaneous record of this in FastDraft (Records>*Contractor* Weather Register) to ensure that any 60.1(9) compensation event can be correctly assessed.

1.9 Quality Management

1.9.1 The *Contractor* shall carry out the following tests and inspections:

- The *Contractor* shall undertake all tests, checks and inspections necessary to meet the requirements of the Scope, the EA MEICA Standard Specification, Minimum Technical Requirements, and SHEW CoP. As a minimum, the *Contractor* shall carry out the following:

Mechanical and Structural Inspections

- Verification that Pump 2 (A) remains isolated, locked-off and safe to enter prior to any intrusive inspection.
- Full dimensional survey of the Archimedes screw including diameter, pitch, length, inclination, and flight-to-trough clearance measurements.
- Detailed inspection of the screw flights for wear, deformation, scoring and evidence of trough contact.
- Inspection of the Landustries sealed-for-life bottom bearing (2019) for alignment, deterioration, axial/radial movement or housing issues.
- Inspection of the top bearing for distress, overheating, unusual noise, lubrication breakdown, or misalignment.
- Inspection of the drive gear assembly including the David Brown gearbox (refurbished 2022), checking oil level, oil condition, leaks, backlash, and overall mechanical condition.
- Inspection of the motor, coupling and drive belts for condition, tension, misalignment or abnormal wear.
- Inspection of civil structures including the trough, bearing supports, plinths, slabs and access platforms for cracking, spalling, settlement or deformation.

Dewatering and Temporary Works

- Confirmation that the stop-board installation is fully seated and watertight.
- Inspection of the temporary over-pumping arrangement (where installed) to ensure safe and effective dewatering of the chamber.

Testing and Verification

- Shaft and component alignment checks to MEICA tolerances.
- Vibration monitoring during safe test-running, recording readings at all accessible bearing locations.
- AMP-draw monitoring during safe operational testing to identify load anomalies.
- Verification of correct function of the three external light fittings following bulb or unit replacement.
- Any further diagnostic tests required to determine the root cause of the Pump 2 (A) regime failure.

Records

- Comprehensive photographic record of all inspected components.
- Full measurement logs, alignment results, vibration data and operational readings for inclusion in the final condition report.

1.9.2 The *Client* shall carry out the following tests and inspections:

- Review and acceptance of the *Contractor*'s RAMS, inspection methodology and access arrangements prior to commencement.
- Verification of site isolations and operational restrictions before handover of the Working Areas.
- Audit inspections during the works to confirm compliance with EA health, safety, environmental and MEICA standards.
- Joint inspections during test-running if requested by the Project Manager.
- Joint inspection with the *Contractor* prior to Completion to confirm readiness for handover.

1.9.3 Until the *defects date*, the *Client* shall instruct the *Contractor* to search for a defect.

1.9.4 The *Client* shall notify a defect to the *Contractor* at any time before the *defects date*.

1.9.5 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.9.6 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.9.7 The *Client* shall issue the defects certificate at the *defects date* if there are no notified defects, or otherwise at the earlier of:

<ul style="list-style-type: none"> • The end of the last defect correction period and • The date when all notified defects have been corrected. <p>1.9.8 The <i>Contractor</i> and the <i>Client</i> may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the <i>Contractor</i> and the <i>Client</i> are prepared to consider the change, the <i>Contractor</i> shall submit a quotation for reduced Prices or an earlier completion date or both to the <i>Client</i> for acceptance. If the <i>Client</i> accepts the quotation, it shall change the scope, the prices and the completion date accordingly.</p> <p>1.9.9 If the <i>Contractor</i> has not corrected a notified defect within its defect correction period, the <i>Client</i> shall assess the cost of having the defect corrected by other people and the <i>Contractor</i> shall pay this amount.</p>
<p>1.10 Consents, Permits and Licenses</p> <p>1.10.1 The <i>Client</i> shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works. The EA possess right of way access along the farm track.</p> <p>1.10.2 The <i>Contractor</i> shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works.</p>
<p>1.11 Health, Safety & Environment</p> <p>1.11.1 The <i>Client's</i> SHEW CoP is applicable to the <i>Contractor</i> in providing the works.</p> <p>1.11.2 The Considerate Constructors Scheme is applicable as per the <i>Client's</i> SHEW CoP. The <i>Contractor</i> is responsible for registering the project unless otherwise instructed by the <i>Client</i>.</p> <p>1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the works. The <i>Contractor</i> acts as <i>Principal Contractor</i> under the Regulations. Consider interface with other contractors.</p> <p>1.11.4 The <i>Contractor</i> shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the works and submits these to the <i>Client</i> for acceptance. The <i>Contractor</i> does not commence activities until the relevant RAMS have been accepted by the <i>Client</i>. The <i>Client</i> has the <i>period of reply</i> to respond to the RAMS.</p> <p>1.11.5 The <i>Contractor</i> undertakes the actions within the Environmental Action Plan (EAP)</p>
<p>1.12 Procurement of subcontractors</p> <p>1.12.1 In accordance with Schedule 7 Clause 2.1.3, the <i>contractor</i> shall use sustainability, quality and price criteria when selecting <i>subcontractors</i>, evidence of how this was undertaken to be retained and made available to the <i>Client</i> if required.</p> <p>1.12.2 In accordance with Schedule 7 Clause 2.1.6, the <i>contractor</i> 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.</p> <p>1.12.3 In accordance with Schedule 7 Clause 2.1.1, the <i>Contractor</i> shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-contractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful <i>subcontractor</i>.</p>
<p>1.14 Completion</p> <p>1.14.1 Prior to Completion the <i>Contractor</i> shall arrange a joint inspection with the <i>Client</i>. The initial inspection shall take place a minimum of one week in advance of the Completion. 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 suitable and safe for its intended use. The <i>Client</i> is responsible for making their initial judgement following the joint inspection.</p> <p>1.14.2 The following criteria must be met for the works to be certified as Complete:</p> <ul style="list-style-type: none"> • All construction plant and machinery must have been removed from the site. • All site perimeter fencing, temporary works, materials storage and waste must be removed from the site. <p>1.14.3 The following are absolute requirements for Completion to be certified; without these items, the <i>Client</i> is unable to use the works:</p> <ul style="list-style-type: none"> • Provision of all information required by the Principal Designer for the Health & Safety File, including but not limited to: <ul style="list-style-type: none"> • As-built drawings, if there have been any changes to the design • Maintenance plans • Comprehensive condition report including recommendations and a budget price.
<p>1.15 ACCOUNTS AND RECORDS</p> <p>1.15.1 The <i>Contractor's</i> application for payment shall be submitted on FastDraft and supported by a breakdown of the works for which payment is due in the format provided in the Price List, including any implemented Compensation Events.</p> <p>1.15.2 Following Completion and during the establishment maintenance period, the <i>Contractor</i> shall submit applications for payment upon completion of site works and submission of documentation.</p> <p>1.15.3 The <i>Contractor</i> shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line. <i>Contractor</i> will wait for confirmation of invoice acceptance before submitting to SSCL</p> <ul style="list-style-type: none"> • ea_invoices-pa@environment-agency.gov.uk then • apinvoices-env-u@gov.sscl.com
<p>1.16 SITE PROGRESS MEETINGS</p>

1.16.1 Frequency: Weekly.
 1.16.2 Location: MS Teams
 1.16.3 Chairperson: The Client

2. Drawings

Guidance

List the drawings that apply to the contract, these should only detail works to be done. This is not Site Information or location plans. Delete this guidance before issue.

Drawing Number	Revision	Title
A1-06-813-01	2	PS Shirley Moor General arrangement HD500A2DMH
17/0813 - GA01	1	Shirley Moor screw pump bottom bearing supports.
34-755		Foundation details of pumps A & B
RJA-531-12/2		Shirley Moor key plan and details.
RJA-531/17		General Layout
RJA-531/18		Details of the building.
RJA531/21/1		Details of sheet piling.
RJA531/21		Enlargement of the pump house.
RJA531/28		Base slab and machinery floor.
RJA531/31		Side beams and machinery plinths.
RJA531/32		Shirley Moor pumping station general layout
RJA531/36		Details of control box plinth.

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
SHEW CoP	V 7.0	
Lot 2 Asset OMR Technical Specifications		
Minimum Technical Requirements – Standard (LIT 13258)	V13	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150).	V2	
Exchange Information Requirements (LIT 17641)		
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144).	V2.0	
All elements of works in the scope to comply with the Southeast MEICA Framework Deed of Agreement (9WAL-G23EAE), including Schedule 1 (Framework Specification) and its Annexes	1.7	
Construction Design Regulations (CDM) 2015.	2015	
Environment Agency Specification. 2024-2028 Asset Operation, Maintenance and Response Framework for Lot 2	V 1.7 28/04/2023	

– Mechanical and Electrical, Instrumentation, Control and Automation (MEICA).		
Management of temporary works - SIM 02/2010/04.		
Code of practice for electrical safety (CoPES): Part 1:	V 3 22/07/2020	
Code of practice for electrical safety (CoPES): Part 2:	V 4 22/07/2020	
MEICA Standard Specification	V5 14/12/2018	
Minimum Technical Requirements	V 12 14/12/2018	
Exchange Information Requirements (BIM)	V 3 01/12/2022	
Biosecurity: Check, Clean, Dry principles.		
Latest CIRIA Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	

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

4.1 Protection against Damage

4.1.1 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract.

4.1.3 The *Contractor* shall not commence any work on the 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 that the *Contractor* may take possession of the site from the agreed starting date.

4.1.4 The *Contractor* must allow a minimum of 2 weeks to allow the *Principal Designer* to review construction phase plans.

4.1.5 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.

4.1.6 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.

4.1.7 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.

4.1.8 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*.

4.1.9 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.

4.1.10 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*.

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

4.1.13 Seven (7) working days' notice of commencement of works shall be given to the *Client*.

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

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

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

4.1.17 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*.

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

4.1.19 No mud or other debris to be deposited on any tarmac areas outside the site access gate, any such material to be removed immediately.

4.1.20 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.

4.1.21 Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on *Contractor* performance.

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

4.5 Permits

4.5.1 Works will not require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency where required.

4.5.2 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 *Client* has, where possible, started the application process which will need to be transferred to the *Contractor* and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

4.2 Choice of Equipment

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

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

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

4.2.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.3 Permits

4.3.1 The *Client* has confirmed that a Flood Risk Activity Permit (FRAP) is **not required** for the investigation, dewatering, inspection, measurement and reporting activities described within this Scope.

4.3.2 The *Contractor* shall ensure that all activities remain within the defined scope so that no additional permitting requirements are triggered. Any changes to the method of work that may require a FRAP must be notified to the *Client* before implementation.

4.3.3 It is anticipated that any subsequent repair, refurbishment or replacement works to Pump 2 (A), informed by this investigation, may require a Flood Risk Activity Permit. The *Contractor* and *Client* shall reconult during the design and planning of any future works to verify permitting requirements and responsibilities.

4.4 Working times

4.4.1 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*.

4.5 Site Restrictions

4.5.1 The site turning off Tenterden Road is a fast road with 'S' bends near the track. Traffic can pass at speed.

4.5.2 The area is popular with walkers and fishermen, so the *Contractor* shall consider and allow for public safety in the design for any works outside of the compound. Signage, barriers, and demarcation to be assessed and considered, and used as necessary.

4.5.3 The pumping station is in a locked compound. The *Contractor* shall ensure the gate is closed to prevent unauthorised access and make access arrangements as required.

4.5.4 **Working times:** The *Contractor* will be permitted to work between 7:30 am and 6.00 pm on weekdays (Monday to Friday).

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 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.

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

Item	Date by which it will be provided
Site Information	Within four weeks of the <i>starting date</i> .

Hazard Map	Within four weeks of the <i>starting date</i> .
Fastdraft Access	Within four weeks of the <i>starting date</i> .
Mechanical and electrical isolations, such as are consistent with flood risk management.	Within 7 days of the <i>Contractor</i> requesting this of the <i>Client</i> .
Water level management prior to on-site works commencing.	Within 7 days of the <i>Contractor</i> requesting this of the <i>Client</i> .
Site access to the track and compound.	Within 7 days of the <i>Contractor</i> requesting this of the <i>Client</i> .
The <i>Client</i> will provide active monitoring.	During site visits – when obtaining measurements and investigations.

Site Information

The site

Description: Shirley Moor Pumping station – Pump 2 failure investigations and written Asset Condition report.

Existing utilities and services

Drawings: Included in the PCI Appendix A: SGN, UKPN, Digdat, BT Open Reach, Line search before you dig,

Site investigation

Report: Pump 2(A) regime and civil structure.

Site location plans

Issue details: As-built drawings are located in the PCI Appendix C.

Health and safety file

Issue details: Shirley Moor pumping station health and safety file. Shirley Moor Pump 2 (A) Landrieries Sealed for life bottom bearing as-built drawing. Shirley Moor pumping station original as-built drawings.

Access to site

Description: Concrete track approx. 300 metres long.

Limitations: The track is shared with the farmer; do not block access.

Access for inspections: Site keys can be accessed by the *Client*.

Use of the site

General: To complete works as per the scope.

Limitations: Night working is not permitted.

Surrounding land / building uses

General: Adjacent and nearby uses are as follows: Arable farmland. There are some nearby residential properties, a shooting ground and a garden centre. The village of Appledore is approximately two miles away

Health and safety hazards

General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present: High-voltage power line and substation in the compound.

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.

Permits and Consents

A review of consents and permitting requirements has been carried out. The investigation, inspection and reporting activities defined within this contract do not require a Flood Risk Activity Permit (FRAP).

Any subsequent repair, refurbishment or replacement works to Pump 2 (A), arising from the findings of this investigation, may require a FRAP. Permitting requirements will need to be confirmed at the next stage, and the *Contractor* and *Client* shall reconult before any such works are instructed.

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:	

Appendix 1 - Project Information Delivery Plan