# **NEC4 Engineering and Construction**

# **Short Contract**

A contract between	The Environment Agency	
	Horizon House	
	Deanery Road	
	Bristol	
	BS1 5AH	
And	XXXXXXX	
For	Debris Screen Refurbishment works 2020/2021	
	Contract Forms	
	- Contract Data	
	- The Contractor's Offer and Client's Acceptance	
- Price List		
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	- Site Information	

# **Contract Data**

## The Client's Contract Data

	The Client is		
Name	Environment Agency		
		,	
Address for communications	Environment Agency, Sale Depo	ot .	
	Carrington Road,		
	Sale		
	Cheshire		
	M33 5NL		
Address for electronic communications	Callum.richard-davies@environr	ment-agency.gov.uk	
The works are	Debris Screen Refurbishment a	cross 6 sites	
The site is	Avenue Street - SD 70649 1009	0 - BL1 3AW	
	Spa Road - SD 70456 08837 - B	L1 4ST	
	The Reach - SD 74348 02850 - I	M28 3PQ	
	Brighton Grove – SJ 85624 94764 - M14 5JG		
	Alexandra Road - SJ 57540 99771 - WN4 9SL		
	Queens Park - SJ 57725 99542 - WN4 8LB		
The starting date is	2 <sup>nd</sup> November		
The completion date is	31 <sup>st</sup> July 2021		
The <i>delay damage</i> s are	£1319.19	Per day	
The period for reply is	2	weeks	
The defects date is	52	weeks after Completion	
The defects correction period is	4	weeks	
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 <i>Client's</i> Con	tract [	Data	
The interest rate on late payment is		% per complete week	of delay.
For any one event, the liability of the Contractor to the Client for loss of or damage to the Client's property is limited to	£100,000		
The <i>Client</i> provides this insurance	None		
Event	Insurance	Table Cover	Cover provided until
Loss of or damage to the works		The replacement cost	The Client's certificate of Completion has been issued
Loss of or damage to Equipment, Plant ar The Contractor's liability for loss of or dama (except the works, Plant and Materials ar and for bodily injury to or death of a pe employee of the Contractor) arising from or with the Contractor's Providing the Works	The replacement cost Minimum £5,000,000 in respect of every claim without limit to the number of claims	The defects Certificate has been issued	
Liability for death of or bodily injury to employment in connection with this contra	ourse of their	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and used by professionals providing works simil	d care normally	Minimum £100,000 in respect of every claim without limit to the number of claims	12 years following Completion of the whole of the works or earlie termination
The Adjudicator nominating body is	The Institution	n of Civil Engineers	
The tribunal is	litigation in th	e courts	
The conditions of contract are the NEC4 Er following additional conditions  Only enter details here if additional conditional			t June 2017 and the

Z1.0	Sub-contracting Sub-contracting
Z1.1	The Contractor submits the name of each proposed subcontractor to the Client for acceptance. A reason
	for not accepting the subcontractor is that their appointment will not allow the Contractor to Provide the
	Works. The Contractor does not appoint a proposed subcontractor until the Client has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	Environment Agency as a regulatory authority
<i>Z</i> 2.1	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.
<i>Z</i> 2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory
	authority, the Contractor is responsible for obtaining these and paying fees. The Client's acceptance of
	a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or
	consent.
<i>Z</i> 2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a
	compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The Contractor may publicise the works only with the Client's written agreement
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith
	by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site
<b>7</b> 5 0	Information they rely on for the purpose of Providing the Works.  The Contracts (Rights of Third Parties) Act 1999
Z5.0 Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or
23.1	purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care
20.1	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 Contractor submits the particulars of their design as the Scope requires to the Client 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.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by:
	The works are affected by any one of the following events
	War, civil war, rebellion revolution, insurrection, military or usurped power
	<ul> <li>Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>lonising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the</li> </ul>
	Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel
	Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device
	Natural disaster
	Fire and explosion
	Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The Contractor shall ensure at all times during this contract it complies with all the obligations and
	conditions of the Framework Agreement made with the Client.
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with:
	If the Contractor terminates for Reason 1 or 6, the amount due on termination also includes 5% of any
	excess of a forecast of the amount due at Completion had there been no termination over the amount
	due on termination assessed as for normal payments
7400	Data Pastastian
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated
	from any limit of liability stated.

Z7.2 Additional Compensation Event COVID-19

Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until 31st October 2020.

# **Contract Data**

## The Contractor's Contract Data

	The Contractor is		
Name	A E Yates Ltd		
Address for communications	Cranfield Road, Lostock Indu	ıstrial Estate, Lostock, Bolton BL6 4SB	
Address for electronic	civils@aeyates.co.uk		
communications			
The fee percentage is		4.85%	
The people rates are			
	T ! 4	T	
category of person	unit	rate	
Agent	Per hr	£ 25.68	
		•	
Engineer	Per hr	£ 25.68	
Foreman	Per hr	£ 24.58	
Labourer	Perhr	£ 15.31	
The published list of Equipment is		The Civil Engineering Contractors	
The published list of Equipments		Association Contractors	
The percentage for adjustment for	Equipment is	I -30%	
, , ,			

# **Contract Data**

# The Contractor's Offer and Client's Acceptance

The <i>Contractor</i> offers to Provide the Works in accordance with these <i>conditions of contract</i> for an amount to be determined in accordance with these <i>conditions of contract</i> .				
The offered total of the Prices is	£ 344,610.56			
Signed on behalf of the Contractor				
N				
Name	Peter Tarrant Peter Tarrant			
Position	Conjor Estimator			
Position	Senior Estimator			
Signature	S. Lutt			
Signature	P W Tarrant			
Date	11 <sup>th</sup> November 2020.			
The Client accepts the Contractor's	offer to Provide the Works			
Signed on behalf of the <i>Client</i>				
N	M 1 T 1			
Name	Mark Taylor			
Desition	Conjex Commercial Manager			
Position	Senior Commercial Manager			
Signature				
Signature	Jany 1			
Date	17/12/2020			

## **Price List**

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. Rates that are provided at a Framework level Must be used when pricing.

Item Number	Description	Unit	Quantity	Rate	Price
	Avenue Street - SD 70649 10090				
	Review all provided outline	Sum			4,956.74
	design drawings, provide detail				
	design drawings for construction,				
	and attend sign off meeting in				
	person/video link to agree the				
	final drawings. (Copies to be				
	made available to EA PM in				
	AutoCAD 2014 and PDF				
	formats).	Sum			1,164.80
	Application for Bespoke Permit from the Environment Agency	Julii			1,104.00
	Waste Analysis. For clarification	Sum			210.83
	and verification. Supplied in PDF	Cum			210.00
	format.				
	Site Setup, fencing, security &	Sum			3,047.21
	preliminaries				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Undertake temporary flood	Sum			1,151.43
	retention upstream of the screen				
	(i.e. trash poles etc.) to protect				
	from debris/tree strikes.				
	Temporary protection screen	Sum			670.95
	from the culvert inlet to stop				
	onsite staff/public being washed				
	through the culvert.				
	Over pumping the site to dry up	Sum			2,742.82
	area				
	Demolition Work, deconstructing	Sum			1,153.20
	the existing screen and taken				
	back to Sale Depot for recycling.				
	(COVID rules will apply and				
	permissions will need to be				
	acquired prior to entry.	0			40.750.0
	Construction of new reinforced	Sum			18,759.64
	concrete structure, wing walls,				
	slabs, steps and civils elements.				

	Supply and Install new steel	Sum	11,077.25
	elements, screen, and tread deck	Cum	11,077.20
	as per Detailed Design.		
	Supply and install new hand	Sum	3,179.90
	railing, mesh and access gates as		0,170.00
	per Detailed Design and PSRA		
	assessment		
	Reinstate site to original	Sum	1,196.30
	condition or a betterment.	Cum	1,130.30
		Sum	14,088.49
	Supervision Spa Road - SD 70456 08837	Sum	14,000.49
	·		
	Review all provided outline	Sum	3,426.92
	design drawings, provide detail		
	design drawings for construction,		
	and attend sign off meeting in		
	person/video link to agree the		
	final drawings. (Copies to be		
	made available to EA PM in		
	AutoCAD 2014 and PDF		
	formats).		4 404 00
	Application for Bespoke Permit	Sum	1,164.80
	from the Environment Agency		
	Waste Analysis. For clarification	Sum	210.83
	and verification. Supplied in PDF		
	format.		
	Site Setup, fencing, security &	Sum	1,775.20
	preliminaries		0.000.40
	Undertake Ground investigation	Sum	3,068.12
	works to ensure suitability of		
	ground for driven debris poles.		
	Undertake temporary flood	Sum	394.87
	retention upstream of the screen		
	(i.e. trash poles etc.) to protect		
	from debris/tree strikes.		0.165.55
	Over pumping the site to dry up	Sum	2,468.36
	area		
	Demolition Work, deconstructing	Sum	7,385.52
	the existing screen and taken		
	back to Sale Depot for recycling.		
	(COVID rules will apply and		
	permissions will need to be		
	acquired prior to entry.		
	Installation of coarse "debris	Sum	20,939.81
	poles" as per Detailed Design.		
	Reinstate site to original	Sum	1,196.30
1			
	condition or a betterment.		
	condition or a betterment.  Supervision	Sum	14,172.35

	I		 4 0 40 40
	Review all provided outline	Sum	4,949.12
	design drawings, provide detail		
	design drawings for construction,		
	and attend sign off meeting in		
	person/video link to agree the		
	final drawings. (Copies to be		
	made available to EA PM in		
	AutoCAD 2014 and PDF		
	formats).		
	Application for Bespoke Permit	Sum	1,164.80
	from the Environment Agency		
			040.00
	Waste Analysis. For clarification	Sum	210.83
	and verification. Supplied in PDF		
	format.		
	Site Setup, fencing, security &	Sum	4,749.51
	preliminaries		
	Undertake temporary flood	Sum	1,151.43
	retention upstream of the screen		
	(i.e. trash poles etc.) to protect		
	from debris/tree strikes.		
	Temporary protection screen	Sum	670.95
	from the culvert inlet to stop		
	onsite staff/public being washed		
	through the culvert.		
	Over pumping the site to dry up	Sum	2,605.61
	area		
	Demolition Work, deconstructing	Sum	880.61
	the existing screen and taken		
	back to Sale Depot for recycling.		
	(COVID rules will apply and		
	permissions will need to be		
	acquired prior to entry.		
	Construction of new reinforced	Sum	10,032.05
	concrete structure, wing walls,		10,002.00
	,		
	slabs, steps and civils elements.	Sum	16,924.54
	Supply and Install new steel	Sum	10,324.34
	elements, screen, and tread deck		
	as per Detailed Design.	0	0.440.47
	Supply and install new hand	Sum	3,118.17
	railing, mesh and access gates as		
	per Detailed Design and PSRA		
	assessment		
	Reinstate site to original	Sum	2,082.23
	condition or a betterment.		 
	Supervision	Sum	13,825.01
	Brighton Grove - SJ 85624 94764		
	Review all provided outline	Sum	 4,934.27
	design drawings, provide detail		
I	design drawings for construction,		

	_	ī	T	
	and attend sign off meeting in			
	person/video link to agree the			
	final drawings. (Copies to be			
	made available to EA PM in			
	AutoCAD 2014 and PDF			
	formats).			
	Application for Bespoke Permit	Sum		1,164.80
		Cam		1,104.00
	from the Environment Agency			
	Waste Analysis. For clarification	Sum		210.83
	and verification. Supplied in PDF			
	format.			
		Sum		2,287.71
	Site Setup, fencing, security &	Juli		2,207.71
	preliminaries			204.00
	Undertake temporary flood	Sum		801.99
	retention upstream of the screen			
	(i.e. trash poles etc.) to protect			
	from debris/tree strikes.			
	Temporary protection screen	Sum		612.71
	from the culvert inlet to stop			
	onsite staff/public being washed			
	through the culvert.			
-		Sum		2,496.42
	Over pumping the site to dry up	Sum		2,490.42
	area			0.070.04
	Demolition Work, deconstructing	Sum		3,878.91
	the existing screen and taken			
	back to Sale Depot for recycling.			
	(COVID rules will apply and			
	permissions will need to be			
	acquired prior to entry.			
	Construction of new reinforced	Sum		0.00
	concrete structure, wing walls,			
	_			
	slabs, steps and civils elements.	Sum	+	20 077 00
	Supply and Install new steel	Suili		39,077.88
	elements, screen, and tread deck			
	as per Detailed Design.			
	Supply and install new hand	Sum		0.00
	railing, mesh and access gates as			
	per Detailed Design and PSRA			
	assessment			
	Reinstate site to original	Sum		816.86
	condition or a betterment.			
	Supervision	Sum		10,803.75
	Alexandra Road - SJ 57540 99771	Carri		10,000.73
		Sum		4,913.30
	Review all provided outline	Julii		4,813.30
	design drawings, provide detail			
	design drawings for construction,			
	and attend sign off meeting in			
	person/video link to agree the			
	final drawings. (Copies to be			
			1	

made available to EA PM in AutoCAD 2014 and PDF formats).		
Application for Bespoke Permit from the Environment Agency	Sum	1,164.80
Waste Analysis. For clarification and verification. Supplied in PDF format.	Sum	210.83
Site Setup, fencing, security & preliminaries	Sum	3,047.21
Undertake temporary flood retention upstream of the screen (i.e. trash poles etc.) to protect from debris/tree strikes.	Sum	685.51
Temporary protection screen from the culvert inlet to stop onsite staff/public being washed through the culvert.	Sum	306.35
Over pumping the site to dry up area	Sum	701.22
Demolition Work, deconstructing the existing screen and taken back to Sale Depot for recycling.  (COVID rules will apply and permissions will need to be acquired prior to entry.	Sum	1,461.87
Construction of new reinforced concrete structure, wing walls, slabs, steps and civils elements.	Sum	12,563.82
Supply and Install new steel elements, screen, and tread deck as per Detailed Design.	Sum	4,376.68
Supply and install new hand railing, mesh and access gates as per Detailed Design and PSRA assessment	Sum	4,266.66
Reinstate site to original condition or a betterment.	Sum	1,196.30
Supervision	Sum	10,566.37
Queens Park - SJ 57725 99542		
Review all provided outline design drawings, provide detail design drawings for construction, and attend sign off meeting in person/video link to agree the final drawings. (Copies to be made available to EA PM in AutoCAD 2014 and PDF formats).	Sum	4,596.74

Application for Bespoke Permit	Sum	1,164.80
from the Environment Agency Waste Analysis. For clarification and verification. Supplied in PDF format.	Sum	210.83
Site Setup, fencing, security & preliminaries	Sum	3,047.21
Undertake temporary flood retention upstream of the screen (i.e. trash poles etc.) to protect from debris/tree strikes.	Sum	685.51
Temporary protection screen from the culvert inlet to stop onsite staff/public being washed through the culvert.	Sum	306.35
Over pumping the site to dry up area	Sum	701.22
Demolition Work, deconstructing the existing screen and taken back to Sale Depot for recycling. (COVID rules will apply and permissions will need to be acquired prior to entry.	Sum	1,461.87
Construction of new reinforced concrete structure, wing walls, slabs, steps and civils elements.	Sum	14,321.06
Supply and Install new steel elements, screen, and tread deck as per Detailed Design.	Sum	9,918.16
Supply and install new hand railing, mesh and access gates as per Detailed Design and PSRA assessment	Sum	1,919.59
Reinstate site to original condition or a betterment.	Sum	1,196.30
Supervision	Sum	10,566.37
		344,610.56

The Framework Price Workbook and the Framework Deed of Agreement.

# Scope

## 1. Description of the works

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

Scope Of Works for Debris Screen Refurbishment Package 20/21

This scope of works provides the general information for the Debris Screen Refurbishment works 2020/2021 and is to be used as a basic outline for the description of activities expected.

The Package of works consists of 6 debris screens in differing locations that require refurbishment to bring them up to EA operational standards as per updated screen design guidance published in 2019. The Package of screens have already undergone assessment and design in a previous contract and therefore this contract will be for the review of initial drawings for use in construction, amendments to these are necessary for the use in construction and the replacement of the structures as per agreed Detailed Designs.

For further information on specific assets and sites, please refer to Appendices A-E.

#### Specific activities expected within this project include but are not limited to the following:

- Review of supplied outline Design Drawings and site information.
- Site investigation. The Contractor is to undertake sufficient site investigation in order to satisfy that the site conditions are appropriate for their proposed works.
- Pre-condition photographic surveys of the entire site and copies made available to EA PM.
- Application for an Environmental Permit is to be made by the Contractor.
- Collection of silt samples and associated analysis, for waste clarification purposes. Copies of the reports to be retained on site and issued to the Client in Pdf format.
- The completion and provision of detailed design drawings. Including designers risk assessment and buildability statement. Using the drawings provided by the Client and any additional surveys completed by the Contractor, the Contractor is to ensure that designs are appropriate for the use in construction prior to works commencing. Allow one week within the programme for Client acceptance EA PM in AutoCAD 2014 and PDF formats.
- All necessary Traffic Management requirements to be implemented in accordance with the Contractor's Construction Phase Plan.
- Temporary access into all watercourses via a safe working method.
- Installation of temporary silt traps as required on a site by site basis.

#### Construction activities.

The Contractor is to undertake the construction of the debris screen to the designs agreed upon in the detailed design phase.

- Dispose of all waste material via a licensed waste carrier. Recycling the waste where possible. Waste transfer tickets to be kept for records.
- Site reinstatement. It is expected that the site will be left in the same condition or better than prior to the works (in comparison with pre-condition photographic surveys), this includes but is not limited to, local roads and/or

fields used via the Contractor to carry out these works. This also includes any landscaping as specified by the Client prior to demobilisation.

- As built drawings provided to the Client in PDF and AutoCAD 2014 formats. Copies of any reports completed to be issued to the Client for the inclusion within the H&S file.
- Attend 2 meetings to be held at Client office or video conferencing due to current COVID restrictions.
- A prestart meeting prior to the commencement of the designs.
- A prestart meeting before the commencement of the construction phase.
- Allow one week maximum within the programme for Client review and acceptance.
- Designer to attend at least 1 site meeting with Client and Contractor for each screen.
- Designer to attend 1 prestart meeting prior to the commencement of the designs.
- The Site will be left in the same condition (in comparison with pre-condition photographic surveys), or better than prior to the works.
- · Demobilisation.

#### **Preferred Design specifications**

20mm bar thickness minimum for screens with vehicular cleaning.

12mm suitable for manual cleaning, depending on the size of debris from upstream.

### 2. Drawings

**Avenue Street** 

#### JBAU-XX -AV-DR-C-0001-A3 JBAU-XX -AV-DR-C-0003-A3 JBAU-XX -AV-DR-C-0004-A3 JBAU-XX -AV-DR-C-0005-A3 JBAU-XX -AV-DR-C-0007-A3 JBAU-XX -AV-DR-C-0008-A3 Spa Road JBAU-XX -SP-DR-C-0001-A3 JBAU-XX -SP-DR-C-0003-A3 JBAU-XX -SP-DR-C-0008-A3 The Reach JBAU-XX -RE-DR-C-0001-A3 JBAU-XX -RE-DR-C-0002-A3 JBAU-XX -RE-DR-C-0003-A3 JBAU-XX -RE-DR-C-0004-A3 JBAU-XX -RE-DR-C-0007-A3 JBAU-XX -RE-DR-C-0008-A3 **Brighton Grove** JBAU-XX -BR-DR-C-0001-A3 JBAU-XX -BR-DR-C-0003-A3 JBAU-XX -BR-DR-C-0004-A3 JBAU-XX -BR-DR-C-0007-A3 JBAU-XX -BR-DR-C-0008-A3 Alexandra Rd JBAU-XX -AL-DR-0001-A3

JBAU-XX –AL-DR-0003-A3 JBAU-XX –AL-DR-0007-A3 JBAU-XX –AL-DR-0008-A3 **Queens Park** JBAU-XX –JU-DR-0001-A3 JBAU-XX –JU-DR-0003-A3 JBAU-XX –JU-DR-0007-A3 JBAU-XX –JU-DR-0008-A3

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019 / 7th Edition	yes
Civil Engineering Specification for the Water Industry	V1	yes
Lot 1 Specification Supplementary clauses	V1	no
Section 3 of Appendix A1 of NEC4 FCRM Operational Framework Lot 1 Specification Supplementary Clauses	V1	yes

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

A Principal Designer has been appointed under the CDM Regulations 2015.

The Contractor is not permitted to work on weekends or bank holidays without prior written authorisation from the Client.

The *Contractor* shall state in their tender submission all assumptions made relating to access and egress and work activities that are reliant on access agreements. Details of the Land Registry are within Appendix B.

A bespoke Environmental Permit will be required from The Environment Agency in order to undertake the

works. The Contractor must apply for the permit prior to the work commencing. Application forms can be obtained from direct.gov.uk. The cost of the permit application must be factored into the tender submission.

The Contractor must ensure that appropriate consents/permits including highways permits are granted from the Local Authority and other relevant agencies where required. The associated costs of these applications must be included in the tender response.

The Contractor carries out all preparatory and preliminary works.

The Contractor disposes of all waste off site, unless agreed otherwise with the Client.

The Contractor attends one pre-design commencement meeting at Client offices, Sale or Warrington. Attendance will be required from at least the designer with overall responsibility for the design under this contract, and a member of the construction team with overall responsibility for the whole of the works.

The Contractor attends one design review meeting at Client offices, Sale or Warrington. Attendance will be required from at least the designer with overall responsibility for the design, a member of the construction team with overall responsibility for the whole of the works and the supervisor responsible for constructing the works.

The Contractor attends one pre-construction meeting at Client offices, Sale or Warrington. Attendance will be required from at least the designer with overall responsibility for the design, a member of the construction team with overall responsibility for the whole of the works and the supervisor responsible for constructing the works.

The Contractor must not spread any non-native invasive species whilst removing trees and stumps. Working in contaminated areas must be ordered last to reduce the risk of spreading the species. The waste of which should be left in the working area to reduce risk of spreading. The area should then be cordoned off to avoid contamination.

The Contractor must take pre-cautionary measures when working near the transformer and underground cables adjacent to the embankment.

#### Working times

The Contractor will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

## 5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the works is intended to be at their Completion as defined in clause 11.2(1).

The *Contractor* submits his programme with the *Contractor*'s Offer for acceptance. The *Contractor* shows on each programme which he submits for acceptance (in form of Gantt chart, compatible with Microsoft Project 2013, showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

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

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

ltem	Date by which it will be
	provided
Appendix A_Scope	Date of tender issue

Appendix B_Land Registry	Date of tender issue
Appendix C_ Service Plans	Date of tender issue
Appendix D_ Design Drawings	Date of tender issue
Appendix E_ Flow Data	Date of tender issue

## 7. Site Information

Grid Run Instruction Manuals for the following Areas will be provided:

Merseyside M1

Merseyside M2

Merseyside M3

Merseyside\_M4

Merseyside\_M5

Cheshire\_CW1

Cheshire\_CW2

Cheshire\_CW3

Cheshire\_CW4

Cheshire CW5

South Manchester\_SM1

South Manchester\_SM2

South Manchester\_SM3

DRAFT North Manchester\_NM1

North Manchester\_NM2

DRAFT North Manchester\_NM3

North Manchester\_NM4

North Manchester\_NM5

North Manchester\_NM6

Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work
1.	HWT Solutions Ltd 61 Shrewton Road, Belle Vale, Liverpool, Merseyside, England, L25 2XU  Form of Contract: As Main Contract	Design Services

2.	SDS Albion Engineering Ltd 1 Chapels, Goose House Ln, Darwen BB3 0EH	Fabrication Services
	Form of Contract: As Main Contract	
3.		
	Form of Contract:	
4.		
	Form of Contract:	