Engineering and Construction Short Contract

Contract Data Forms

June 2017
(with amendments January 2023)

Template version history

V 1	Go live template
V 1.1	Reversion to Bidder pack conditions

NEC4 Engineering and Construction Short Contract

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	
For	**Dock Bridge Pumping Station**
	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	
Name	Environment Agency	
Address for communications	Ghyll Mount, Gillan Way, Penrith, CA11 9BP	
Address for electronic communications	[redacted]	
The *Works* are	Penstock repairs and access platform modifications at Dock Bridge Pumping Station	
The *site* is	Dock Bridge Pumping Sation, Lytham Road, Lytham St Annes, Lancashire, FY8 5HU	
The *starting date* is	10/11/2025	
The *completion date* is	24/04/2026	
The *delay damages* are	*£79.75*	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 *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less 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	Contract Price	
The *Client* provides this insurance	None	

Insurance Table

Event	**Cover**	**Cover provided until**
Loss of or damage to the *Works*	Replacement Cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	

The *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	The defects Certificate has been issued
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the *Contractor* to use the skill and care normally used by professionals providing *Works* similar to the *Works*	Minimum £……. in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the *Works* or earlier termination

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

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.

Z1.0	Sub-contracting
Z1.1	The *Contractor* submits the name of each proposed sub*Contractor* to the *Client* for acceptance. A reason for not accepting the sub*Contractor* is that their appointment will not allow the *Contractor* to Provide the *Works*. The *Contractor* does not appoint a proposed sub*Contractor* until the *Client* has accepted them.
Z1.2	Payment to sub*Contractor*s and suppliers will be no more than 30 days from receipt of a valid invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as *Client* under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* instruction or variation of the *Works* does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the *Works* only with the *Client's* written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client* but is not warranted correct. The *Contractor* checks the correctness of any such Site Information they rely on for the purpose of Providing the *Works*.
Z5.0	The Contracts (Rights of Third Parties) Act 1999

Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the *Works* which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. 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 • Strikes, riots and civil commotion not confined to the employees of the *Contractor* 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 • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
	The *Contractor* shall 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.
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.
Z110	Inflation

	At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the Contract Date and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Average Weekly Earnings index (Construction)(AWE) 1 – month rate] 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 Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the [*Client* set] total of the Prices. If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.
Z111	Z111 - Flooding Amend clause 60.1 and add additional sub-clause (13) as detailed below. The working area is flooded & the 'Required condition' in the below table was met at the site location. The flooding must not have been caused by the *Contractor*. If the *Contractor* failed to comply with the accepted method statements submitted as part of the Flood Risk Activity Permit (FRAP) application or as agreed in the Flood Contingency Plan (FCP) and flooding occurs this will not be a compensation event. **Table template:**

Site / Location	**Required Condition**
Dock Bridge Penstocks	**Water level rises above 100mm below the base of the spindle block on Penstock 1 (in its fully closed position) and remains there for over 24 hours.**

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	Amalgamated Construction t/a AmcoGiffen	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
The *people rates* are		
category of person	unit	rate
As per Framework Pricing Workbook		
The *published list of Equipment* is		As per Framework Pricing Workbook
The *percentage for adjustment for Equipment* is		As per Framework Pricing Workbook

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	£127,172.41
	Enter the total of the Prices from the Price List.
Signed on behalf of the *Contractor*	
Name	[redacted]
[redacted]	Managing Director
Signature	[redacted]
Date	03.11.25
The *Client* accepts the *Contractor's* Offer to Provide the *Works*	
Signed on behalf of the *Client*	
Name	[redacted]
Position	Project Manager

Signature	
Date	04/11/2025

Price List

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

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

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

Please provide detail of all costs within the attached pricing schedule. Where associated costs for either direct or indirect costs are not listed please specify a cost description and sum for delivery of those services.

Item Number	Description	Unit	Quantity	Rate	Price
1	Project Management (Pre and During)	1	sum		[redacted]
2	Site supervisor	1	sum		
3	Contracts Manager	1	sum		
4	Provision of labour teams	1	sum		
5	Site set up including welfare facilities	1	sum		
6	Security	1	sum		
	Any Other Preliminary / Indirect Costs – please detail: *Quantity Surveyor* *H & S Engineer*				
	Any Other Preliminary / Indirect Costs – please detail:				
7	Outline design for spindle and spindle block replacement at Penstocks 1 & 2	1	sum		
8	Detailed design for spindle and spindle block replacement at Penstocks 1 & 2	1	sum		
9	Removal of existing spindle and spindle block from Penstocks 1 & 2	1	sum		

10	Supply and installation of new spindle and spindle block assemblies	1	sum		[redacted]
11	Outline design for access platform modifications at Penstocks 1 & 2	1	sum		
12	Detailed design for access platform modifications at Penstocks 1 & 2	1	sum		
13	Modification of existing access platform for safe access	1	sum		
14	*Any Other Costs not specified – please detail:* *Ground Investigation Survey* *Scaffolding work* *Block Loader hiring for 7wk* *Crane Hire*	1	Sum		
15	*Any Other Costs not specified – please detail:* *Temp Works* *Temporary Works Design*	1	Sum		
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 Price Workbook.

Scope

1. Description of the *Works*

1.1. Introduction

Dock Bridge Pump Station is a critical asset for managing upstream river levels. During periods of low tide, control is maintained via two penstocks. During high tide conditions, three pumps are used to regulate upstream levels.

The works outlined in this scope are essential to restore and maintain operational control of the penstock system at the site. Penstock 1 has currently failed in the down position, preventing effective flow management. Given the similar lifecycle and condition of Penstock 2, there is a high likelihood of imminent failure, necessitating proactive intervention.

These penstocks are critical to enabling gravity flow, which significantly reduces the reliance on mechanical pumping—thereby lowering operational costs and carbon emissions. Additionally, the penstocks form an integral part of the silt flushing system, which ensures the downstream channel remains clear and functional. Restoring and securing the functionality of both penstocks is therefore vital to maintaining environmental performance and operational resilience at the site.

All *Works* described in this document are to be delivered in accordance with relevant industry standards, site-specific safety requirements, and the MEICA Minimum Technical Requirements as defined under the framework agreement.

1.2. Scope of *Works*

1.2.1. Penstocks 1 & 2 – Spindle and Block Replacement

1.2.1.1. Develop an outline design for the replacement of the spindle and spindle block assemblies at Penstocks 1 & 2, ensuring alignment with operational requirements and MEICA standards.

1.2.1.2. Produce a detailed design to confirm technical specifications, installation methodology, and compatibility with existing infrastructure.

1.2.1.3. Remove the existing spindle and spindle block from Penstocks 1 & 2.

1.2.1.4. Supply and install a new spindle and spindle block assembly for both penstocks.

1.2.1.5. All components must comply with the MEICA Minimum Technical Requirements.

1.2.2. Access Platform Modifications

1.2.2.1. Develop an outline design for modifications to the access platform to ensure safe and compliant access to the spindle blocks.

1.2.2.2. Produce a detailed design to confirm structural integrity, safety compliance, and maintenance accessibility.

1.2.2.3. Modify the existing access platform to ensure safe and compliant access to the spindle blocks at both Penstock 1 and Penstock 2.

1.2.2.4. All modifications must comply with current health and safety regulations and enable safe maintenance access.

1.3. *Contractor*'s Design

1.3.1. The *Contractor* shall develop a detailed design in consultation with the *Client*. This detailed

design shall be issued to the *Client* for acceptance, allowing 2 weeks for *Client* review and comment, to deliver the required modifications to the dock bridge.

1.3.2. The *Contractor* shall incorporate any *Client* comments and revise the design as necessary before reissuing the final version.

1.3.3. The *Contractor* shall ensure the design facilitates safe and efficient access for the *Client*'s operations team to carry out maintenance activities.

1.3.4. The *Contractor* shall assume full design responsibility and liability for all designs produced, including any temporary *Works* associated with the dock bridge modifications.

1.3.5. The *Contractor* shall verify all existing design information and conduct necessary checks to ensure accuracy and compatibility with the proposed *Works*.

1.3.6. All designs shall comply with the specifications listed in Section 3 of the contract documentation.

1.3.7. The *Contractor* shall be liable for any buildability issues that arise on site during the dock bridge *Works*.

1.3.8. The *Client* shall retain no design liability or responsibility for any design elements.

1.3.9. Where feasible, the *Contractor* shall incorporate innovative solutions and modern methods of construction to achieve carbon efficiencies. These solutions shall be included in the detailed design.

1.3.10. The *Contractor* shall support the *Client* in producing the Carbon Efficiency Reporting Tool (CERT) to capture and report any efficiencies achieved.

1.3.11. The *Contractor* shall be responsible for producing all necessary Construction Design and Management Regulations 2015 (CDM) documentation for the site, in accordance with the Pre-Construction Management Tool (PCMT). An example PCMT will be issued to the *Contractor*. CDM deliverables include designer risk assessments, hazard plans, RAG lists, buildability statements, and the construction phase plan.

1.4. Accommodation

The *Contractor* shall provide accommodation, services and facilities as are necessary to complete the *Works*, as detailed in the Price List in this contract agreement utilising the framework rates from the AOMR Priced Workbook.

1.5. Access to the Site

1.5.1. The *Contractor* will carry out a detailed pre-start and completion photographic condition survey, using videos and photographs, and will capture the existing features affected by the *Works*. This will include areas within the site boundary, along any access routes to the site used by the *Contractor*'s Plant. Any residential or business properties adjacent to the site or along the site access route and compound are to be included.

1.5.2. The *Client* is responsible for liaising with third parties and obtaining access for the surveys to be carried out by the *Contractor* where necessary.

1.6. Sharing the Site with the *Client* and Others

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

operation and maintenance of any assets owned by Others.

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

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

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

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

1.6.6. The *Contractor* shall liaise with all the relevant statutory authorities, including obtaining licenses, consents or permits required to deliver the *Works*.

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

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

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

1.6.10. The *Contractor* shall obtain written approval from the *Client* before sharing any content related to the undertaking of the *Works*, including but not limited to, social media posts, case studies and company advertising.

1.7. Management of the *Works*

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

1.7.2. The *Client* and *Contractor* will attend the following meetings:

- Project start meeting face to face.
- Monthly face-to-face progress meetings from contract start date to contract completion. The *Client* will confirm the date and venue of these meetings. The *Client* will chair and record these meetings as required.
- Monthly face-to-face commercial meetings from the contract start date to contract completion. The *Client* will confirm the date and venue of these meetings. The *Client* will chair and record these meetings as required.
- Weekly 30-minute *Contractor* update calls.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.
- Ad-hoc meetings as required for the progression of the project.

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

- Highlight the progress achieved since the last programme submission
- Explain any deviation from the previous programme in terms of progress and/or changes to the planned activities
- Explain what actions are being implemented to mitigate any delay
- State the expected date when the *Contractor* forecasts to complete the *Works* compared to the contract Completion Date
- Detail any lost days due to weather
- Summarise 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.
- Include site photos of progress achieved since the previous progress report
- Capture any progress of the site
- Detail health and safety metrics for the live site, including manhours worked, incidents, near misses, CDM audits, toolbox talks delivered and inductions.

1.7.4. The *Contractor* shall comply with the *Client*'s IEP and BIM protocols, utilising Asite throughout the delivery of the *Works*.

1.7.5. The *Contractor* shall provide environmental toolbox talks to all employees and Subcontractors which will include but not be limited to sensitivities of the site, pollution prevention, environmental awareness, what to do in the event of finding archaeological artefacts, protected species (including examples relevant to site), contaminated ground and invasive species, and key actions from the Flood Contingency Plan.

1.7.6. The *Contractor* shall be responsible for identifying any existing services that will be impacted by the *Works*.

1.7.7. The *Contractor* shall be responsible for installing protection to existing services, where necessary.

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

1.7.9. The *Contractor* shall be responsible for carrying out any electrical surveys on the *Client*'s private supplies including any mechanical and electrical infrastructure necessary to carry out the *Works*.

1.7.10. The *Contractor* shall manage the *Works* to ensure compliance with the *Client*'s Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) (LIT 16559) version: 7.0.

1.7.11. The *Contractor* shall produce an Emergency Action Plan for the site detailing the *Contractor*'s emergency response procedures and actions. The Emergency Action Plan is to be issued to the *Client* for review. Allow 2 weeks for the review period.

1.7.12. The *Contractor* shall produce an Environmental Action Plan (EAP) and submit it to the *Client* for acceptance.

1.8. **Weather Measurements**

1.8.1. The place where weather is to be recorded is Blackpoolsquires Gate (Lancashire)

1.8.2. The weather measurements are to be supplied by The Met Office and to be obtained by the

Contractor.

1.9. Quality Management

1.9.1. Tests and inspections shall comply with the relevant requirements in the Technical Specifications, Standards, Codes and the Environment Agency's 'Minimum technical requirements.

1.10. Consents, Permits and Licenses

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

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

1.10.2. To enable the *Client* to prepare the Notice of Entry, the *Contractor* shall provide the following information no later than 28 days prior to access being required:

- Final marked up plan of the proposed site, compounds and access requirements
- Duration of the *Works* and entry requirements
- Outline methodology of the *Works* to be undertaken

1.10.3. The *Contractor* will notify in writing their intended start date and allow 14 days for the *Client* to provide access.

1.11. Health, Safety & Environment

1.11.1. The *Contractor* shall comply with the *Client*'s Safety Health Environment and Wellbeing Code of Practice (SHEW CoP) when delivering the *Works*.

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

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

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

1.11.5. The *Contractor* shall produce project-specific risk assessments and method statements

(RAMS) for each activity or groups of activities detailing how they shall provide the *Works* and submit these to the *Client* for comment. Submission dates for any RAMS are to be included in the programme.

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

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

1.11.8. The *Contractor* shall undertake the actions within the Initial Environmental Assessment.

1.11.9. The *Contractor* shall attend Health & Safety meetings when required.

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

1.11.11. The *Contractor* shall ensure the safety of the public at all times during the execution of any operations related to the *Works*.

1.11.12. The *Contractor* shall ensure that all parties under any sub-contracted *Works* execute their *Works* in accordance with items 1.11.1 to 1.11.11.

1.12. Procurement of Subcontractors

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

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

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

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

1.13. Title, Marking and Materials from Excavation and demolition

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

1.13.2. The *Contractor* is responsible for all arisings and materials generated from excavation and demolition *Works*.

1.14. Completion

1.14.1. Prior to Completion the *Contractor* shall arrange a joint inspection with the *Client*. 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 *Client* will be responsible for making the initial judgement following the joint inspection.

1.14.2. The *Contractor* shall complete the whole of the *Works* by the Completion Date.

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

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

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

1.14.6. The *Contractor* shall be responsible for removing all construction waste and debris from the site.

1.14.7. All site perimeter fencing, temporary *Works*, materials storage and waste shall be removed from site.

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

1.14.9. The following are absolute requirements for Completion to be certified. Without these items the *Client* is unable to use the *Works*:

- The *Contractor* shall provide an electronic copy of the completed Health and Safety File to the *Client* for acceptance. The *Contractor* shall be responsible for ensuring sufficient information has been provided within the Health and Safety File to achieve acceptance by the *Client* and Principal Designer. The *Contractor* shall use the *Client*'s template for producing the Health and Safety File.
- The *Contractor* shall update the construction drawings to as-built status and ensure the drawings are an accurate reflection of the *Works* carried out. The *Contractor* shall issue the as-built drawings to the *Client* for acceptance and allow two weeks for this review period.
- The *Contractor* shall provide an electronic copy of the Operating and Maintenance Manuals to the *Client*.
- The *Contractor* shall complete a Public Safety Risk Assessment (PSRA) on the completed *Works* and issue it to the *Client* for acceptance.
- The *Contractor* shall facilitate any training and/or familiarisation needed by the *Client*'s operations staff for the site.
- The *Contractor* shall transfer all Building Information Modelling (BIM) to the *Client* via Asite.
- The *Contractor* shall issue the native file formats, for example dwg's and dxf's for all drawings, documents and models to the *Client* via Asite.
- The *Contractor* shall complete the Carbon Calculator and Carbon Appendix.

1.15. Accounts and Records

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

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

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

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

1.16. Construction Phase

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

1.16.2. Once the *Contractor* has taken temporary possession of the site to deliver the *Works*, the *Contractor* will be responsible for the following:

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

1.16.3. The *Client* will be responsible for producing and submitting the Schedule 8 form which facilitates communication with the *Client*'s Flood Warning Officers regarding forecasted rainfall and weather events. The *Contractor* shall ensure the appropriate contacts details are given for each site and that alternative contacts are also given should key site personnel be unavailable.

1.16.4. The *Contractor* shall ensure no unauthorised entry into site.

1.16.5. The *Contractor* shall provide a Traffic Management Plan (TMP) for the site.

1.16.6. The *Contractor* shall provide a Site Waste Management Plan (SWMP) which captures the site.

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

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

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

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

1.16.11. The *Contractor* shall carry out Invasive Non-Native Species (INNS) surveys at each site. The surveys must identify the presence or absence of any INNS and will include any areas

impacted by the *Works*, such as the work area, compound and access routes.

1.16.12. The *Contractor* shall carry out any ecological surveys, including nesting bird checks.

1.16.13. The *Contractor* shall determine the most appropriate location of the site compound and access.

1.16.14. The *Contractor* will adhere to the *Client*s Check, Clean Dry process as noted in the SHEW CoP.

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

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

1.16.17. The *Contractor* will ensure good industry practice is implemented to ensure pollutants and contaminants from site operations and compounds do not enter the local ecological systems, such as sediment/silt prevention measures for in channel *Works*, onsite spill kits and no refuelling within 10m of a water course.

1.16.18. The *Contractor* shall be responsible for any tree and vegetation clearance required to carry out the *Works*.

1.16.19. The *Contractor* shall replace any trees that are removed during the *Works* using a 5:1 ratio.

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

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

1.16.22. The *Contractor* shall ensure that during construction *Works* the noise and vibration created does not exceed limits stipulated in the "Noise at Work Regulations" and the Environment Agency's Minimum Technical Requirements. Any proposed departures from the Minimum Technical Requirements for noise must be submitted for acceptance prior to providing the associated method statement.

1.17. Carbon

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

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

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

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
01	1	IBS Penstock SC-PS7 EA Dock Bridge Penstocks
02	1	General Arrangement
03	2	IBS Penstock SC-PS7 EA Dock Bridge Penstocks

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	yes
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
SHEW CoP	V7	
Exchange Information Requirements (LIT 17641)		
Minimum Technical Requirements – Standard (LIT 13258)		
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)		
Exchange Information Requirements (LIT 17641)		
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)		
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		

Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)

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*.
Sequence of Works: Penstock 1 must be replaced first, followed by Penstock 2. At least one penstock must remain operational at all times to maintain flow and silt flushing capability. Operational Requirements: If the contractor opts to pump down the channel, they must ensure that the dry run protection level is not exceeded under any circumstances.
Access Requirements: Access to the field adjacent to the site must be maintained for the landowner throughout the duration of the works. Refer to the site information diagram for specific access routes and boundaries.
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 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 they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the *Works* and proposed plant and labour resources) the following: The *Contractor* shall provide a detailed programme in Microsoft Project Professional 2016. The *Contractor* shall provide a programme for the project start up meeting and shall update the programme monthly with actual and forecast progress. The programme shall cover all the activities and deliverables under this contract and should follow the structure of the *Client* Specified Activity Schedule. The *Contractor* shall ensure that the programme identifies all the below key milestones. - Contract Award Date - Contract Starting Date

- Original Completion date

- Current Completion Date (as adjusted by agreed CEs)

- Planned Completion Date

In addition, the *Contractor* shall ensure that the programme identifies a milestone for the submission and final acceptance of each of the deliverables required under the contract

The *Contractor* shall ensure that the programme identifies time risk allowance on the activities and any terminal float.

The *Contractor* shall allow the *Client* a two-week period to review each of the deliverables prior to their finalisation. The *Client* shall provide a single comprehensive set of comments following the review. The Consultant shall then update the deliverable in accordance with the *Client*s comments. The Consultant shall allow for a single review period and one update to the deliverable in the programme.

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

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

Site Information

Health and Safety Files can be found in the following folder:

Folder Reference	**Folder Title**
Dock Bridge PS	

Proposed sub-*Contractor*s

	Name and address of proposed sub*Contractor*	Nature and extent of work
1.	Zedaxis Engineering Solutions 7 Holbrook Lane Coventry CV6 4AD Form of Contract: NEC4 Subcontract	M&E
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	