NEC4 Engineering and Construction Short Contract

Crown Commercial Services Framework Northwest Hub

A contract between	**The Environment Agency** **Horizon House** **Deandery Road** **Bristol** **BS1 5AH**
And	**A E Yates Limited**
For	**GMMC River Mersey 24-26 Didsbury Assets**
	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	Environment Agency
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH
Address for electronic communications [relevant Project Manager]	[redacted]
	The *Contract Administrator* is
Name	[redacted]
Address for communications	Environment Agency, Richard Fairclough House, Knutsford Road, Latchford, Warrington, WA4 1HT.
Address for electronic communications	[redacted]
The *works* are	To undertake detailed design and construction works at the sites specified between Sale and Didsbury on the River Mersey to bring the assets back to the required condition.
The *site* is	The contract comprises of Reconditioning / Repair work on various assets at various locations along the River Mersey within Didsbury 1. Didsbury Assets: • Repair to masonry headwall (Asset 146483). • Major rutting locations (Assets 58974, 120734,773774, 773775, 763795, 120735, 763796, 121968). • 1 section of multiple rutting (Asset 763796). • Sections of track replacement (Assets 120734, 773774, 773775, 763796, 763797, 121968). • 1 point of correction of defects in a sheet pile (Asset 120544). • 1 section of repair to exposed toe protection (Asset 120734). • 1 section of repair to bank erosion on a meander (Asset 763795). • 1 section of erosion around outfall Headwall (Asset 121961). • 1 large tree removal (Asset 121968).

The *starting date* is	14th April 2025	
The *completion date* is	13th April2026	
The *delay damages* are	[redacted]	Per day
The *period* for reply is	2	weeks
The period between completion of the *works* and the *defects date* is		52 weeks

The *defects correction period* is	4	Weeks, except that
The *defects correction period* for	Defects causing health and safety issues	24 hours
The *defects correction period* for	Defects causing increased flood risk	7 Calendar Days
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: to be confirmed		
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 than 0.5% per week of delay has been agreed.		
For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	[The 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 *defects date* plus 2 years
The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the *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 £2,000,000 in respect of every claim without limit to the number of claims	The *defects date* plus 2 years
The *Adjudicator nominating body* is	The Institution of Civil Engineers	
The *tribunal* is	Litigation in the courts	

Contract Data

The *Client's* Contract Data

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

Z1	**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 *Delivery Partners* will be no more than 30 days from receipt of correct invoice.
Z2	**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	**Confidentiality & Publicity**
Z3.1	The *Contractor* may publicise the *works* only with the *Client's* written agreement.
Z4	**Correctness of Site Information**
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *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	**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 *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	**Change to Compensation Events**
Z7.1	Delete the text of Clause 60.1(11) and replace by: The *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* and *subcontractors* • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8	**Framework Agreement**
Z8.1	The *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9	**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	**Data Protection**
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11	**Liabilities and Insurance**
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12	**Packaging**
Z12.1	For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack.
Z13	***Contract Administrator***

Z13.1	Under Clause 14.5, the *Client* delegates their actions defined in the contract to the *Contract Administrator* except for: • *Client's* acceptance of the *Contractor's* Offer to Provide the Works • Clause 16 Access to the *site* and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination The *Client* may replace the *Contract Administrator* after they have notified the *Contractor* of the name of the replacement.
Z14	**Inflation**
Z14.1	At the Contract Date the total of the Prices includes sums to cover inflation until Completion. On each anniversary of the *starting date* from certified Completion until the *rectification date* the Prices for remaining *works* are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining *works* by adjusting the Prices by the latest CPI rate on the anniversary of the *starting date* published by the Office of National Statistics.

Contract Data

The *Contractor's* Contract Data

The *Contractor* completes this section.

	The *Contractor* is	
Name	A E Yates Limited	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
The *people rates* are	Based on 9 hrs/day	
category of person	unit	rate
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

The *published list of Equipment* is		[redacted]
The *percentage for adjustment for Equipment* is		[redacted]

Sub-contractors

The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	[redacted]
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	

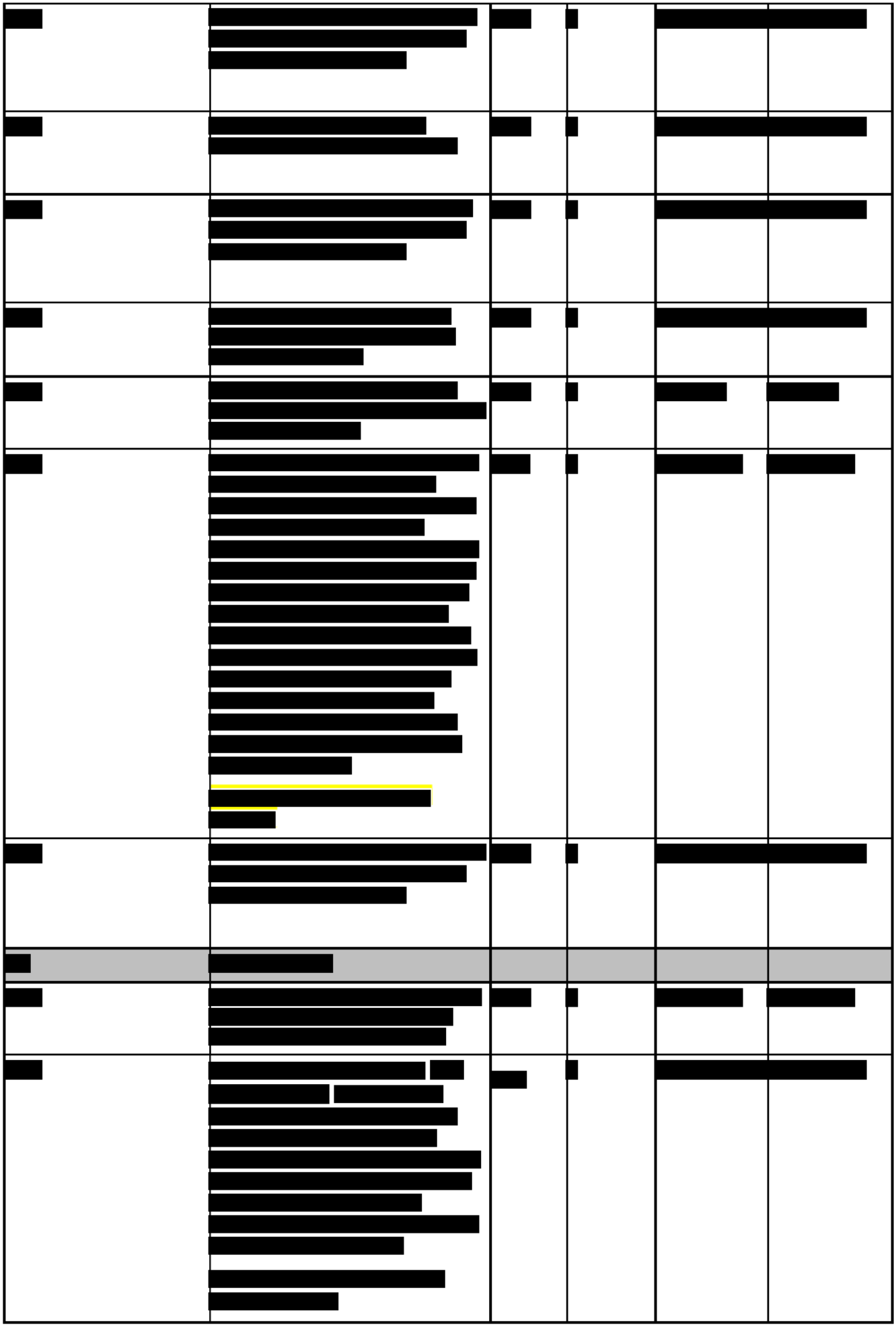
Contract Data

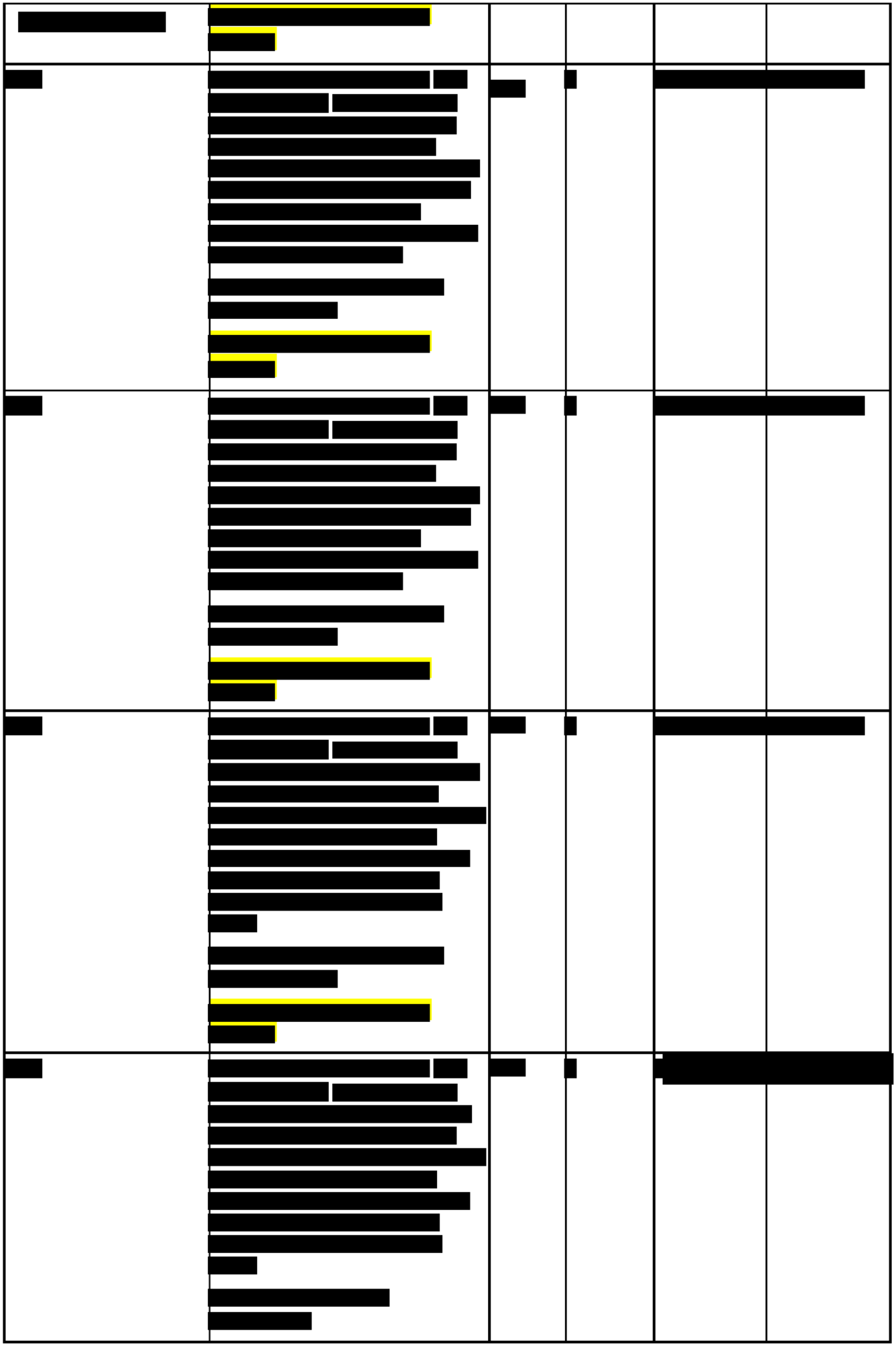
The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.	
The offered total of the Prices is	£ 957713.87
	Enter the total of the Prices from the Price List.
Signed on behalf of the *Contractor*	
Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	5TH MARCH 2025
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client* [signatory in accordance with FSOD requirements]	
Name	[redacted]
Position	Project executive
Signature	[redacted]
Date	7/4/25

Price List					
This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook. Please note that breakdowns are expected to be provided aligned with the CCS price workbook					
Ref	**Description**	**Unit**	**Qty.**	**Rate**	**Price**
[redacted]	[redacted]				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]


1.8





	[redacted]				
[redacted]	[redacted]				
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	Total of the Prices				**£957,713.87**

The method and rules used to compile the Price List are: Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Pricing Workbook.
When ordering products and constructing the *works*: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities. The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

Scope

1. Description of the *works*

1.1 Project background

1.1.1 The River Mersey was heavily engineered in the 1960's producing a trapezoidal channel profile with an access berm for maintenance purposes. This river is the main flood flow channel in South Manchester linking into two large flood basins namely Sale Ees and Didsbury Flood Basins. The benefit of the repair works is that in an event of a failure of River Mersey flood embankments, the results could be several million pounds worth of damage to both residential properties and commercial premises.

The works required have been determined based upon asset inspections in 2023 followed by site visits in January 2024. Due to the nature of the assets, it is expected that the further deterioration will happen before construction work begins and the project progresses. To mitigate this, embankments and tracks are to have a topographic survey completed before works are finalised.

The design and construction need to be agreed by the appointed supervising engineer and fulfil the conditions of the Reservoirs Act (1975). Further deterioration may cause a MIOS or Matters of maintenance under Section 10(3)b to be issued because of a S10 / S12 inspection.

The Environment Agency use a five-point scale to grade condition ranging from 1 (very good) to 5 (very poor). Target condition grades are set in line with the Environment Agency LIT 11615 Setting target conditions for flood defence assets.

Table 2.1 Condition grades and descriptions

1 Very good	2 Good	3 Fair	4 Poor	5 Very poor
Cosmetic defects that will have no effect on performance	Minor defects that will not reduce the overall performance of the asset	Defects that could reduce performance of the asset	Defects that have potential to deteriorate and significantly reduce performance of the asset. Further investigation required.	Severe defects resulting in significant or complete performance failure.

The Assets that form part of this scope of works shall be restored to Passing Condition which is Grade 3 or above.

The Contractor is to carry out the works detailed in this Scope, including completing detailed design and construction works.

There is a River Mersey construction working window for works being undertaken in channel, at the toe, to the embankments and crest between 1st April and 30th November where high levels and flows in the Mersey will impact on construction However, for works within this scope such as staircase replacement, can take place as it is not impacted by the levels and flow of the Mersey.

1.2 Description of the *works*

1.2.1 The *Client* has identified that detailed design and construction works for the FCRM assets are to be carried out at the following sites:

Didsbury Assets: it is strongly encouraged to prioritise soft engineering solutions where appropriate.

- Asset 146493 Repair to Masonry Headwall.

A Failure has been identified as Masonry Pitting, therefore there is a requirement to repair the damaged masonry blocks, infill mortar and mastic where required which is visibly identifiable. The asset forms part of the Didsbury Flood Storage Reservoir and further deterioration may cause a Measures in the Interest Of Safety (MIOS) or matters of maintenance.

- Assets 58974, 120734, 773774, 773775, 120735, 763795 and 121968.

Rutting is erosion, usually from dogs and mopeds down the vertical side of the embankments. The erosion begins at the crest level and extends to the toe of the embankment. There are many locations of this along this section of the Mersey across the numerous earth embankments. The major locations have been selected to be restored in these works.

Topographic survey is required to confirm the severity and the locations of all rutting.

Where applicable examples of design suggestions have been provided. The primary outcome of these works are to provide a like for like solution to the existing assets. However, it is strongly encouraged to prioritise soft engineering solutions where appropriate.

When designing the embankment repairs, consideration of readily available river velocity data, and geomorphological processes (estimated or otherwise) must be considered and reflected within the design. For example, the choice of erosion matting product may differ depending on location of erosion and river channel dynamics.

The rutting has been categorised based on breadth into three groups:

Small - Less than 1m across in breadth - small sections of embankment rutting to be dug out to 0.5m either side of rutting, benched infill into existing slope – bench height not to exceed 500mm in height, scour protection to be provided in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments, prior to covering with top-soil and reseeded with a grass seed mix that will provide an adequate grass squad and root penetration.

Medium – Around 1m across in breadth - embankment rutting to be dug out to 0.5m either side of rutting, benched infill into existing slope – bench height not to exceed 500mm in height, scour protection to be provided in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments, prior to covering with top-soil and reseeded with a grass seed mix that will provide an adequate grass squad and root penetration.

Large – Greater than 1m across in breadth - embankment rutting to be dug out to 0.5m either side of rutting, benched infill into existing slope – bench height not to exceed 500mm in height, scour protection to be provided in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments, prior to covering with top-soil and reseeded with a grass seed mix that will provide an adequate grass squad and root penetration.

Scour protection should be provided and derived in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments. The ground should be restored to the level of the existing embankment.

- Asset 763796 15m section of multiple rutting.

Topographic survey is required to confirm the severity and the locations of all rutting.

Scour protection should be provided and derived in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments. The ground should be restored to the level of the existing embankment.

- Asset 773774 Reinstate toe protection to earth embankment.

20m length of toe protection is required to be reinstated in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments.

- Asset 120544 Exposed sheet pile.

There are two large gaps between the sheet piles. The sheet piles are to be repaired by welding a new steel reinforcing plate onto the structure.

- Asset 120735 Repair and reinstate Track Section 3 on earth embankment.

Across the asset there are multiple defects with many ENI due to vegetation/ erosion resulting in slippage due to uneven surfaces. 30m (downstream) section of track is required to be repaired and reinstated in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments, and the Environment Agency Access for all design guide. This repair does not require edging transitions.

- Asset 763795 Earth embankment section of meander erosion.

Across the asset there are multiple defects with many ENI due to vegetation/ erosion resulting in slippage due to uneven surfaces. 170m section of bank is required to be repaired and reinstated in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankment.

- Asset 763796 Repair and reinstate Track Section 4 on earth embankment.

Across the asset there are multiple defects with many ENI due to vegetation/ erosion resulting in slippage due to uneven surfaces. 50m (downstream) section of track is required to be repaired and reinstated in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments, and the Environment Agency Access for all design guide. This repair does not require edging transitions.

- Asset 763796 Repair and reinstate Track Section 5 on earth embankment including edging board replacement.

Across the asset there are multiple defects with many ENI due to vegetation/ erosion resulting in slippage due to uneven surfaces. 100m section of track is required to be repaired and reinstated in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments, and the Environment Agency Access for all design guide. This repair does require edging board replacement.

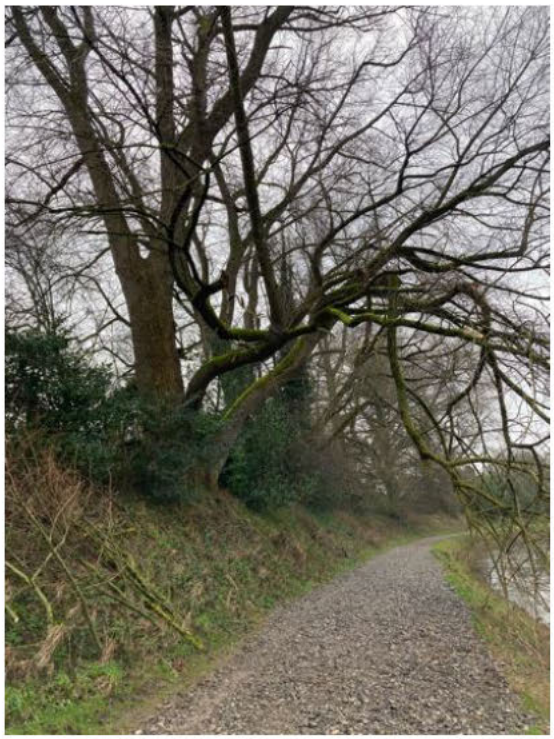
- Asset 121968 Repair and reinstate Track Section 6 on earth embankment including edging board replacement.

Across the asset there are multiple defects with many ENI due to vegetation/ erosion resulting in slippage due to uneven surfaces. 150m section of track is required to be repaired and reinstated in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments, and the Environment Agency Access for all design guide. This repair does require edging board replacement.

Like above photo for Asset 763796.

- Asset 121968 Large tree removal.

Large tree to be cut down and removed from site.



- Asset 121961 Erosion around outfall headwall and reinstatement of track.

Scour/ rutting to a 10m earth embankment around the outfall headwall requires repair and reinstatement. Reinstate the channel side embankment face from the berm to the toe. Reinstate erosion control matting on underside extent of the headwall that has become loose in accordance with the Environment Agency Operational Instruction 110_07 Technical design details for embankments, and the Environment Agency Access for all design guide. Remove 6 immature willow trees from the toe of the embankment. Reinstate 110m length of track.

1.3 *Contractor's* design

1.3.1. The *Contractor* is to develop the detailed designs for the proposed works and submit this to the *Client* for review and acceptance. Two weeks will be allowed for this review by the *Client*.

1.3.2. The *Contractor* will take complete design responsibility and liability for any designs produced, including any temporary works.

1.3.3. The *Contractor* will take complete design responsibility and liability for any design drawings and design information issued by the *Client*. The *Client* retains no design liability or responsibility for design information provided.

1.3.4 The *Contractor* is responsible for any checks and verification of all existing design information.

1.3.5 The *Contractor* will ensure all designs comply with the specifications listed in this contract.

1.3.6 Where possible, the *Contractor* is to use innovative solutions and modern methods of construction to achieve carbon efficiencies. These solutions are to be included as part of the detailed design.

1.3.7 The *Contractor* will support the *Client* to produce the efficiency report tool (cert) to capture any efficiencies.

1.3.8 The *Contractor* is responsible for the production of all necessary Construction Design and Management Regulations 2015 (CDM) documentation for each site in accordance with the pre-construction management tool (PCMT). An example PCMT will be issued to the contractor, the CDM deliverables are listed within the PCMT and include designer risk assessments, hazard plans, rag list, buildability statements, Operation and Maintenance statement, and construction phase plan.

1.4 Accommodation

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, in accordance with the Constructing a Better Environment: Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP), and as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1 The *Contractor* will carry out detailed pre-start and completion photographic surveys using videos and photographs and will capture the existing features affected by the *works*. This will include areas within the site boundary and along any access routes into site. Any properties adjacent to the site or along the site access route and compound are to be included.

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 is 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* is required to 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* is responsible for liaising with all the relevant Statutory Authorities, including obtaining licenses consents or permits required to deliver of the *works*.
1.6.7 The *Contractor* is responsible for liaising with all the relevant Statutory Undertakers, including obtaining licenses consents or permits required to deliver of the *works*.
1.6.8 The *Contracto*r shall notify the *Client* of all Stakeholder requests for meetings so that the *Client* has the option to attend or send a representative.
1.6.9 The *Contractor* shall record all complaints and compliments relating to the *works*. Where complaints and compliments may bring then *Client's* reputation into disrepute, these shall be reported to the Client within 24 hours.
1.6.10 The *Contractor* shall notify the Client of all press or media enquiries who will then refer them to the *Client's* Corporate Affairs Department. All press and media enquiries will be handled by the *Client's* Corporate Affairs Department and must not be addressed directly by the *Contractor.*

1.6.11 The *Contractor* is to gain 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* 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 *Contractor*:

a. Will attend a prestart meeting with the *Client* prior to commencing the construction phase. The *Contractors* designer is to be in attendance.

b. Will attend fortnightly progress meetings for the duration of the contract. Meetings will be held online using Microsoft Teams, with the *Client* or *Client* representatives. This meeting will alternate between a Microsoft Teams meeting and an on-site meeting once construction commences.
c. Will facilitate and attend site walkovers as requested by the *Client*.
d. Will attend Early Warning meetings as requested by either Party. This meeting can be accommodated in the fortnightly progress meetings outlined 1.7.2 (b).
e. will attend 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 fortnightly progress meeting. This report:

a. Highlights the progress achieved since the last programme submission.
b. Explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
c. Explains what actions are being implemented to mitigate any delay,
d. State the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,
e. Details of any lost days due to weather,
f. 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.
g. Includes site photos of progress achieved since the previous progress report.

1.7.4. The *Contractor:*

a. Will provide environmental toolbox talks to all employees and Subcontractors and 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.
b. Is responsible for identifying any existing services that will be impacted by the *works*.
c. Is responsible for installing protection to existing services, where necessary.
d. Is 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*.
e. Will manage the *works* to ensure compliance with the *Client's* Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) (LIT 16559) Version 6.0 September 2023.
f. The *Client* will initiate and manage communications with stakeholders whose land, property or business are affected by the *works*. The *Contractor* will assist the *Client* where necessary to communicate the proposed works to the stakeholders. This may be through participation in site meetings arranged by the *Client*, producing high level methodologies to sufficiently communicate the proposed works and providing drawings/sketches showing interfaces with the works.

g. Will manage the *works* to ensure compliance with the *Client's* Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) (LIT 16559).

h. Will prepare Public Safety Risk Assessments (PSRA) to cover both the construction period and the period following completion of the *works* (in the *Client's* standard format). The *Contractor* will arrange a joint inspection with the *Client* when undertaking the Public Safety Risk Assessment prior to commencement and following completion.

i. Will produce an Emergency Action Plan for each site detailing the C*ontractor'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.

j. Will produce an Environmental Action Plan (EAP) and submit to the *Client* for acceptance.

k. Will carry out the *works* in accordance with the EAP.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded (https://wow.metoffice.gov.uk/):

1. Didsbury - Highfield Park, Heaton Mersey (f61eaf63-b0e0-e911-b3b9-0003ff59a783).

1.8.2 If the site above is unavailable, the *Contractor* is responsible for finding the nearest site.

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

1.9 Quality Management

1.9.1 The *Contractor* is to use a Quality Management System that is compliant with the requirements of the AOMR Framework.

1.9.2 Tests and inspections shall comply with the relevant requirements in the Technical Specifications, Standards, Codes and the Environment Agency's 'Minimum technical requirements. Testing to include (but not limited to):

- Plate bearing tests.
- California Bearing Ratio (CBR) values.
- Earthworks testing of imported material to ensure compliance with Specification of Highway works.
- Testing of in-situ concrete delivered to site, to verify workability and strength.

1.9.3 The *Contractor* shall give the *Client* a minimum of 2 weeks' notice in writing of his intention to carry out any testing.

1.9.4 The *Contractor* shall carry out any testing in accordance with relevant British Standards, Eurocodes and project specification. The *Contractor* shall satisfy the *Client* of the accuracy of all instruments used for testing and if required shall produce recent calibration test certificates.

1.9.5 Within two weeks of completion of any tests the *Contractor* shall submit test certificates and all associated supporting documents to the *Client.*

1.9.6 The *Contractor* will provide an initial test and inspection schedule for the site to the *Client.*

Consents, Permits and Licenses

1.10.1 The *Contractor* is responsible for obtaining the necessary consents, permits, licenses and agreements that are required to deliver the works. These could include:

- Flood Risk Activity Permit (FRAP)
- Natural England (NE) Consent
- Tree Preservation Orders (TPO)
- 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 The *Client* will be responsible for serving notice on the relevant landowners, in accordance Resources and Land Drainage Act, a minimum of two weeks in advance on of the Contractor's intended entry on to Site.

1.10.3 To enable the *Client* to prepare the Notice of Entry, the *Contractor* shall provide the following information no later than four weeks 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.

1.10.4 The *Contractor* shall maintain close liaison with the *Client* with respect to ensuring all necessary landowner agreements and notices are in place prior to entry onto Site.

1.10.5 *Contractor* will notify in writing their intended start date and allow two weeks for the *Client* to provide access.

1.11 Health, Safety & Environment

1.11.1 The *Contractor* will comply with the *Clients* 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* will carry out the role of Principal Contractor and Designer under the Regulations.

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

1.11.4 The works at each site will only commence once the *Client's* PCMT process has been satisfied and the status set to 'go'. The *Client* will confirm in writing to the *Contractor* that site works can commence following 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 will provide the *works* and submits these to the *Client* for comment. Submission dates for any RAMS are to be included in the programme.

1.11.6 The *Contractor* will use the Clients Health and Safety File template to produce the Health and Safety File. A Health and Safety File will be required for each site.

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

1.11.8 The *Contractor* will attend Health & Safety meetings when required.

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

1.11.10 The *Contractor* will ensure the safety of the public at all times during the execution of any operations related to the *works*.

1.11.11 The *Contractor* will 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 C*ontractor* shall use sustainability, quality and price criteria when selecting *subcontractors*, evidence of how this was undertaken to be retained and made available to the *Client* if required.

1.12.2 In accordance with Schedule 7 Clause 2.1.6, the C*ontractor* 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 sub-contractor, the Delivery Partner updates 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 expected.

1.13.2 The *Contractor* is responsible for all arising 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 for each site 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* is responsible for making their initial judgement following the joint inspection.

1.14.2 The following criteria must be met for the *works* to be certified as Complete:

a. The *Contractor* will complete the whole of the works by the Completion Date.
b. The *Contractor* will ensure no Defects exist that prevent safe access and operation by the Client.
c. The *Contractor* will ensure no Defects exist that present a health and safety hazard to the public.
d. 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.
e. The *Contractor* is responsible for removing all construction waste and debris from site.
all site perimeter fencing, temporary works, materials storage and waste must be removed from site.
f. all site perimeter fencing, temporary works, materials storage and waste must be removed from site.
g. All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

1.14.3 The following are absolute requirements for Completion to be certified, without these items the *Client* is unable to use the *works*:

a. The *Contractor* will provide an electronic copy of the completed Health and Safety File to the Client for acceptance. The *Contractor* is responsible for ensuring sufficient information has provided within the Health and Safety File to achieve acceptance by the *Client* and Principal Designer. The *Contractor* will use the *Client's* template for producing the Health and Safety File.
b. The *Contractor* is required to update the construction drawings to as-built status and ensure the drawings are an accurate reflection of the works carried out. The Contractor will issue the as-built drawings to the *Client* for acceptance. Allow two weeks for this review period.
c. The *Contractor* will provide an electronic copy of the Operating and Maintenance Manuals to the *Client*.

d. The *Contractor* will transfer all Building Information Modelling (BIM) to the *Client* via Asite.

e. The *Contractor* will issue the native file formats, for example dwg's and dxf's for all drawings, documents and models to the *Client* via Asite.
f. The *Contractor* will complete a Public Safety Risk Assessment (PSRA) on the completed works and issue to the *Client* for acceptance.
g. The *Contractor* is to complete the final Carbon Calculator and Carbon Appendix.

1.15 ACCOUNTS AND RECORDS

1.15.1 The *Contractor*'s 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.

1.15.2 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

1.15.3 Applications for payment should include sub-contractor and supplier cost statements.

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Weekly

1.16.2 Location: Teams or on site, in person. Contract Administrator to send out invitations once contract commenced.

1.17 **CONSTRUCTION PHASE**

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

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

1.17.3 As part of the PCMT process, the *Contractor* is required to carry out Ground Penetration Surveys at each site prior to mobilisation.

1.17.4 The *Contractor* is to ensure no unauthorised entry into site.

1.17.5 The *Contractor* is required to provide a Traffic Management Plan (TMP) for each site.

1.17.6 The *Contractor* is required to provide a Site Waste Management Plan (SWMP) which captures each site.

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

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

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

1.17.10 The *Contractor* is responsible for carrying out Invasive Non-Native Species (INNS) surveys at each site. The surveys need to 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.

1.17.11 The *Contractor* is responsible for carrying out surveys of protected species, such as bats, water voles and otters, where required.

1.17.12 The *Contractor* is responsible for carrying out any ecological surveys, including nesting bird checks.

1.17.13 The *Contractor* is responsible for determining the most appropriate location of each site compound and access.

1.17.14 The *Contractor* will adhere to the *Clients* Check, Clean Dry process as noted in the SHEW CoP.

1.17.15 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.

1.17.16 The *Contractor* is responsible for any tree and vegetation clearance required to carry out the *works*.

1.17.17 The *Contractor* is to be aware that any trees that are removed during the works are to be notified to the *Client* prior to removal and replaced by the *Contractor* using a 5:1 ratio.

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

1.17.19 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*.

1.17.20 The *Contractor* will prepare and submit an interpretive technical note relating to this and all other site investigations.

1.17.21 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. Departures from the Minimum Technical Requirements for noise must be submitted for acceptance prior to providing the associated method statement.

1.17.22 The *Contractor* shall ensure that the correct signage is in place for the *works*. The *Client* can provide promotional signage for works at locations that are clearly visible to the public.

1.18 CARBON

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

1.18.2 The *Client* will issue Carbon Modelling Tool (LIT 14605) to the *Contractor* for each site.

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

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

2. Drawings

The *Client* does not have any drawings.

3. Specifications

Guidance

List the specifications which apply to the contract. Delete this guidance before issue.

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	December 2021	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	March 2023	

Exchange Information Requirements (LIT 17641)	December 2022	
LIT 16559 - Constructing a Better Environment Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	September 2023	Yes
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	September 2023	Yes
Construction Design Regulations (CDM) 2015		Yes
Lot 1 – Spec Supplementary clauses – General	June 2018	
Lot 1 & Lot 3 – Supply Chain Passport Template	March 2024	
Civil Engineering Specification for the Water Industry 7th Edition	March 2011	Yes
LIT 11682 – Intellectual Property Policy.docx	Jan 2024 – V.3	
LIT 12674 – Ensuring intellectual property rights ownership through contracts	Jan 2022 – V.2	
LIT 12516 – Buried services survey specification	March 2020 – V.2	
Environment Agency Access for all design guide	September 2012	
Environment Agency Operational Instruction 110_07 Technical design details for embankments, and the Environment Agency Access for all design guide.		

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

4.1 In accordance with Clause 14.5 of the contract, all of the Client's actions under the contract are delegated to 4.1 In accordance with Clause 14.5 of the contract, all of the Client's actions under the contract are delegated to **Alison Boodle.** The Contractor shall only act upon instructions received from the Client's delegate.

4.2 All communications from the Contractor to the Client shall be sent to **Alison Boodle.**

4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on *site* and not included in the *works* are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

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

4.3.3 The PCMT deliverables should be presented to the *Client* no less than 14 days prior to when the *Contractor* intends to start construction *on site* PCMT deliverables include the Construction Phase Plan (CPP).

4.3.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review PCMT Deliverables.

4.3.5 In order to assess the extent of work, the *Contractor* shall visit each site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.

4.3.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

4.3.7 Details of the access routes must be included within the method statements.

4.3.8 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor's* programme, proposed access routes and method statements. Compensation claims incurred due to the *Contractor's* failure to comply with its programme, access routes and/or method statements will be passed on to the *Contractor*.

4.3.9 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

4.3.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

4.3.11 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client* and notify an early warning.

4.3.12 Fourteen (14) working days' notice of commencement of *construction on site* shall be given to the *Client*.

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

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

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

4.3.16 The *Client* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

4.3.17 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.

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

4.3.19 The *Contractor* shall ensure that any service diversions and protection measures required during the *works* have been arranged and agreed with the relevant Statutory Authority.

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

4.4 Choice of Equipment

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

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

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

4.5 Permits

4.5.1. The *Contractor* is responsible for securing any permits, licenses and consents required to complete the *works*, and shall be responsible for all associated costs.

4.6 Working times

4.6.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client.*

4.7 Design Submissions

4.7.1 The design acceptance process for each site is as follows:

a. *Contractor* submits designs [including any temporary works designs] to the *Client* for review. Two weeks will be allowed for this review by the *Client.*
b. On completion of the 2 week review period the *Contractor* and their Designer will attend one design review meeting with the *Client,* for each site via Teams.
c. *Contractor* will carry out any design changes requested during steps a. and b.
d. Provide completed detailed design drawings at 'Construction Issue' status to the *Client* for acceptance.

4.8 Additional Constraints

4.8.1 Prior to commencement, the *Contractor* will consider and identify up-to-date service locations using drawings and review the SHEW Code of Practice in relation to services.

4.8.2 The *Contractor,* whilst supplied with all known service information available to the Client, must demonstrate relevant due diligence when excavating/ breaking ground. The Contractor accepts liability for excavations / breaking out works, including the safe management of these *works*.

4.8.3 The *Contractor* will ensure access along footpaths is maintained, or a suitable diversion planned and agreed with the relevant landowner/local council, throughout the duration of the *works* for public use.

4.8.4 Where any existing footpaths are Disability Discrimination Act 1995 (DDA) complaint, the *Contractor* shall ensure ongoing compliance for the temporary diversions.

4.8.5 The *Contractor* is responsible for identifying and securing a suitable site compound for each site.

4.8.6 The *Contractor* may publicise information about the *works*, so long as the *Client* has agreed in writing following review of the publication.

4.8.7 The *Contractor* should make all provisions possible to eliminate, offset or reduce its carbon output.

4.8.8 The *Contractor* is responsible for any claims associated with flooding which have been incurred by the negligence of the *Contractor*. For the avoidance of doubt, negligence is failure to maintain flood protection measures and/or other omissions by the *Contractor*.

4.8.9 All site fencing/hoarding to be constructed by the *Contractor* as per the associated temporary works design and maintained and inspected on a regular basis by the *Contractor.*

4.8.10 The *Contractor* will adhere to any environmental constraints including in-channel working seasonal restrictions, ecological constraints/survey requirements and environmental designations (e.g. Sites of Special Scientific Interest) that have been identified in the PCI document.

4.8.11 The *Contractor* will consider Public and Operational Safety in all designs and every effort must be made during the planning and management of activities to reduce the impact on the public and the impression of a 'considerate constructor' should be given at all times. This includes reducing noise, dust and vehicle/plant movements as far as reasonable.

4.8.12 The *Contractor* shall execute the *works* to minimise disruption to local residents, stakeholders and the general public.

4.8.13 The *Contractor* will carry out the works in such a way that will allow adjacent businesses to remain operational and residences accessible, unless otherwise agreed with owners/occupiers and *Client*. Any access routes to properties affected by the *works* shall be safely maintained.

5. Requirements for the programme

5.1 The *Contractor* shall submit their first programme within two weeks of contract award.

5.2 The *Contractor* shall submit the programme in PDF and Microsoft Project 2016 formats.

5.3 The *Contractor* shall submit a revised programme to the *Client* for acceptance:

a. Within the period for reply after the *Client* has instructed the *Contractor* to.
b. When the *Contractor* chooses to and, in any case,
c. The *Contractor* will update the programme and issue to the *Client* for acceptance every 4 weeks from the starting date until Completion of the whole of the works

5.4 The *Contractor* shall show on each programme submitted for acceptance:

a. the *starting date* and Completion Date
b. the critical path
c. the dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works
d. the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
e. lead in periods for materials and sub-contractors,
f. the order and timing of the work of the *Client* and others required for the *Contractor* to provide the works,
g. provisions for float, time risk allowance, mobilisation, health and safety requirements, project planning and procedures set out in the contract.
h. PCMT Deliverables, RAMS, FCP, Emergency Action Plan and the associated *Client* review period.
i. Works required by others.
j. Design submissions and design submission procedure
k. Dates for commissioning and handover to the *Client*.
l. The Client's land entry notice processes and lead in (14 days)
m. Any key third party interfaces such as time required to obtain consents, waste permits, Flood Risk Activity Permit.

5.5 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:

a. The *Contractor's* plans which it shows are not practicable
b. It does not represent the *Contractor's* plans realistically or
c. It does not comply with the Scope

5.6 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.

5.7 The *Contractor* shall show on each revised programme:

a. The actual progress achieved on each operation and its effect upon the timing of the remaining work
b. How the *Contractor* plans to deal with any delays and to correct notified Defects and

c. Any other changes which the *Contractor* proposed to make to the Accepted Programme.

5.8 There is a River Mersey construction working window between April and November where high levels and flows in the Mersey will impact on construction for some assets within the scope.

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 each site at Contract Award. The *Contractor* is responsible for obtaining updated utility drawings thereafter.	Contract Award
Hazard Map	Supplied within the PCI document
Fastdraft Access	Starting date
Asite Access	Starting date

7. Site Information – to be provided

All site information for each site is listed in the following table:

The following information applies to all sites:

Document Reference	Document Title
Pre-Construction Management Tool - Allocated Deliverables	PCMT Template (Applies to all sites in this package)
LIT 14605 – Carbon Modelling Tool	Carbon Modelling Tool

River Mersey assets - Didsbury

Document Reference	Document Title
	Pre Construction Information (PCI)
	Hazard Map
	Cadent Gas Services Search
	Cadent Gas Services Search2
	SP Energy Networks Services Search
	SP Energy Plant Affected Letter
	Enquiry Confirmation (LSBUD)
	BT Openreach Services Search
	United Utilities Maps for Safe Dig