NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Eastern Hub	
A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**Breheny Civil Engineering Ltd**
For	**Design and Build Contract for Newbridge and Knighton Gauging Station Installation**
	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	Kings Meadow House Kings Meadow Road Reading Berkshire RG1 8DQ
Address for electronic communications	[redacted]

The *works* are	The construction of new river flow gauging stations along the River Kennet at Knighton and on the River Windrush at Newbridge. The full details are listed in the Scope, but in summary this will include:
	<u>Newbridge</u>
	• Supply and install the fixed elements of civil works including: cable conduits, ducting from kiosk to sensors, fixed in-river piles monitoring equipment mounting brackets and chambers (NIVUS will design, supply and install the removable bespoke transducer mounting hardware which will attach to the fixed piles).
	• The procurement and installation of a stainless-steel double-door kiosk to house the monitoring equipment.
	• Installation of concrete base on which to place the kiosk
	  o Construction of other associated structures
	  o Bank protection to reinstate bank.
	• Principle contractor role overseeing Nivus.
	<u>Knighton</u>
	• Supply, modify, and install the fixed elements of civil works including weir modification, concrete kiosk base, cable conduits, mounting brackets and chamber.
	• Agree with Nivus on the sensor mounting system once the final weir modifications have been agreed. NIVUS will design, supply, and install the velocity sensor mounts and run the cables into pre-installed conduits once the main civil works have been completed
	• The procurement and installation of a kiosk to house the monitoring equipment.
	• Removal of the old kiosk and ground re-instatement.

	• Principle contractor role to oversee the specialist contractor Nivus.	
The *site* is	The approximate co-ordinates of the station at Newbridge on the river Windrush are 51°42'55.2"N 1°25'08.9"W and its grid reference is SP 402 019. The approximate co-ordinates of the station at Knighton are 51°26'14.7"N 1°34'36.5"W and its grid reference is SU 295 710.	
The *starting date* is	To be determined by the successful Contractor's programme.	
The *completion date* is	30th November 2022	
The *delay damages* are	£116.56	Per day
The *period* for reply is	2	weeks
The *defects date* is	104	weeks after Completion
The *defects correction period* is	4	weeks
The *assessment day* is	the last working day	of each month
The *retention* is	5	%
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 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	£100,000	
The *Client* provides this insurance	None	

Insurance Table

Event	**Cover**	**Cover provided until**
Loss of or damage to the *works*	The replacement cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
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 £1,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

The *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 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 subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	Environment Agency as a regulatory authority
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
Z8.1	The *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
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.
Z12.0	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
Z30.0	Material Price Volatility The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.
Z30.1	Defined terms a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due. b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it. c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.
Z30.2	Price Volatility Provision Through a Compensation Event the Client shall pay the PVP. PVP is calculated as: Assessment x MF x L = PVP
Z30.3	Price Increase Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.
Z30.4	Compensation Events The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31st Jul 21	In period costs only	No
31st Aug 21	In period costs only	No
30th Sept 21	In period costs only	No
31st Oct 21	In period costs only	No
30th Nov 21	In period costs only	No
31st Dec 21	In period costs only	No
31st Jan 22	In period costs only	No
28th Feb 22	In period costs only	No
31st Mar 22	In period costs only	No
30th Apr 22	In period costs only	No
31st May 22	In period costs only	No
30th Jun 22	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

	- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and - the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	Breheny Civil Engineering	
Address for communications	Unit 5, the Courtyard, Birling Road, Ryarsh, Kent ME19 5AA	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
The *people rates* are		
category of person	unit	rate
The *published list of Equipment* is		As per FCRM Framework
The *percentage for adjustment for Equipment* is		As per FCRM Framework

Contract Data

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

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.	
The offered total of the Prices is	£480,121.00
	Enter the total of the Prices from the Price List.
Signed on behalf of the *Contractor*	
Name	[redacted]
Position	Quantity Surveyor
Signature	[redacted]
Date	13.07.22
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client*	
Name	[redacted]
Position	Senior Category Officer
Signature	[redacted]

Date	14/07/22

Price List

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

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

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

Item Number	Description	Unit	Quantity	Rate	Price
General - Newbridge					
1	Prelims and supervision works. (Contractor Comment: Prelims & Supervision for onsite works)	item			[redacted]
2	Produce detailed design drawings as per the Scope.	item			[redacted]
3	Preparation of a detailed Construction Phase Plan, Waste Management Plan and RAMS (Risk Assessment and Method Statements) as per Scope.	item			[redacted]
4	Supervision and Project Management. (Contractor Comment: Prelims & Supervision for Pre-construction activities)	item			[redacted]
5	A site visit with the Clients' representative, Senior User and Nivus prior to the start date on site.				[redacted]
6	Preparation of "as built" drawings and provision of information to the EA's Principal Designer. See Scope for more information.	Item			[redacted]
7	Completion of the Environment Agency's Carbon Calculator.	item			[redacted]
8	Act as Principal Contractor.	Daily Rate			

	(Contractor Comment: General duties as Principle Contractor is covered throughout the activities)				
9	Payment of FRAP application - cost will depend on final methodology and design.	item			[redacted]
	For Contractor's use				
Construction – Newbridge					
10	Establish site compound, including welfare, and reinstate on completion	Item			[redacted]
11	Vegetation clearance and creation of a new access route.	item			[redacted]
12	Supply and install a kiosk. See Scope for details.	item			[redacted]
13	Casting of concrete base. See Scope for details.	item			[redacted]
	Contractor Addition: For Contractor's use – Supply and installation of 4ne H-Piles	item			[redacted]
14	Contractor Amendment: Contractor to provide attendance only for Nivus to install ~~fabricate, supply and install~~ fixed instrumentation bracket. See Scope for details.	item			[redacted]
15	Ducting and duct boxes. See Scope for details.	item			[redacted]
16	Installation of a gauge board and a topographical survey.				[redacted]
17	Commissioning, re-instatement and demobilisation from site.				[redacted]
18	If required: Protective matting for vehicle movements and site compound.				[redacted]
19	If required (will be determined by final design and methodology): Excavation of riverbed for ducting.				[redacted]
20	If required (will be determined by final design and methodology): Bank excavation and re-instatement.				[redacted]
21	Health and Safety File	item			[redacted]
	For Contractor's use				
General – Knighton					
1	Prelims and supervision works. (Contractor Comment: Prelims & Supervision for onsite works)	Item			[redacted]

2	Produce detailed design drawings, designers risk assessment, RAG list and buildability design statement.	Item			[redacted]
3	Preparation of a detailed Construction Phase Plan, Waste Management Plan and RAMS, and any other information critical to be produced before going on site.	Item			[redacted]
4	Supervision and Project Management including regular (frequency TBA) progress meetings with the Client. (Contractor Comment: Prelims & Supervision for Pre-construction activities)	Item			[redacted]
5	A site visit with the Clients' representative, Senior User and Nivus prior to the start date on site.				[redacted]
6	Preparation of "as built" drawings, and provision of information to the Clients Principal Designer.	item			[redacted]
7	Completion of the Environment Agency's Carbon Calculator.	item			[redacted]
8	Principal Contractor. (Contractor Comment: General duties as Principle Contractor is covered throughout the activities)	Daily Rate			
9	Payment of FRAP application – cost will depend on final methodology and design	item			[redacted]
	For Contractor's use				
Construction – Knighton					
10	Establish site compound, including welfare, and reinstate on completion.	Item			[redacted]
11	Vegetation clearance, matting and tree removal. See Scope for details.				[redacted]
12	Kiosk and solar panel. See Scope for details.	item			[redacted]
13	Concrete base. See Scope for details.	item			[redacted]
14	Contractor Amendment: Contractor to provide attendance only for Nivus to install ~~fabricate, supply and install~~ fixed instrumentation bracket. See Scope for details.	item			[redacted]
15	Ducting and duct boxes.	Item			[redacted]
16	Modification/removal of weir to allow for fixing of sensor brackets. See Scope for details.				[redacted]
17	Removal or adaptation of existing stilling well and reinstatement of the ground if required. Designs to be provided by the Contractor and				[redacted]

	signed off by the Client prior to works commencing.				
18	Removal of existing kiosk.				[redacted]
19	Temporary dam provision and pumping to allow for construction (subject to contractor proposed method).				[redacted]
	Contractor Addition: Removal of existing & installation of timber/wood flat footbridge with toe rails (replace like-for-like: approximately 1.5m in length and less than one meter wide)				[redacted]
20	Topo survey.	Item			[redacted]
21	Health and Safety File	Item			[redacted]
	For Contractor's use				
			The total of the Prices	480,121.00	

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

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

1. Description of the *works*

For works descriptions for each of the projects, please refer to the Scope Document in the tender pack

Background

The current conditions of the assets meant that our H&T and FCRM Teams will not be able to guarantee data of the required level of availability or accuracy for our customers. This poses a significant business risk to the management of flood risk and water resources for which we have statutory duties.

The objectives are to ensure the right quality flow information continues to be provided for managing water resources and forecasting and managing flood events at ultrasonic flow measurement stations in West Thames.

Newbridge Background

There is concern over the reliability and accuracy associated with the measurement of river flows in the lower River Windrush. With concern over the gauge reliability, a feasibility study was carried out by ESE *Contractor* Breheny, as part of our Early Supplier Engagement (ESE), to identify and appraise all potential options for a replacement gauging station. The conclusion of which was a replacement gauge upstream of the current gauge to provide more accurate data of the full flow. The Early Supplier Engagement work also determined a transit time multipath ultrasonic system was most suitable. The ESE report is provided in full with the Tender Documents.

Knighton Background

There is concern about the reliability and accuracy associated with the measurement of river flows in the upper reaches of the River Kennet. Feasibility work demonstrated a significant number of factors which impaired the performance of the gauging station and the decision was made to install new bed mounted cross correlation monitoring equipment, supported by an intensified a weed management maintenance regime in the locality around the instrumentation.

Scope of works

The project requirements are for detailed design and construction of two new gauging stations at Newbridge and Knighton including all relevant permits.

Please refer to the full scope provided with the tender documents titled: Scope February 2022.

For each project, the *Contractor* must prepare a detailed Construction Phase Plan (CPP) in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the *Client* before commencement on site. Note: A suitably developed Construction Phase Plan must be issued for approval not less than 10 days prior to planned mobilisation. Please refer to the Pre-Construction Information (PCI) for further clarification of requirements.

A GPR survey of areas of intrusive works, and other areas as deemed necessary by the *Contractor* e.g. this could include survey of access routes where heavy plant is likely to be required to operate over possible service routes, is to be carried out prior to works commencing on site in accordance with the SHEW Code of Practice.

The *Contractor* must produce a Site Waste Management Plan (SWMP). Re-use or recycling of materials should be carried out wherever possible. However, the *Contractor* is to allow for the cost associated with waste not

suitable for reuse within the permanent works. This must be disposed of off-site in accordance with the site specific Site Waste Management Plan (SWMP) and the current Waste Management Regulations.

The *Contractor* shall confirm all dimensions for all works.

The *Contractor* must accept any risk surrounding likely damage caused by his method of working for all works.

The *Contractor* is to cost for all preliminary activities and supervision including welfare, site accommodation etc.

The *Contractor* must independently obtain and include all costs associated with any environmental permits, licences, consents and approvals required to deliver the works.

The *Contractor*, as Operator, will in accordance with clause Z2.2 be required to sign and pay for the Flood Risk Activity Permit (FRAP). The *Contractor* will need to prepare and submit the FRAP application (which will be required for each project). Due to the requirements for outline designs the FRAP should be submitted within a month of Contract Award for Newbridge and 2 months for Knighton. This is to enable works to start on site in line with the timescales set out in Section 5 of this Contract. Newbridge is the priority to start works as soon as possible followed by Knighton (due to environmental constraints). The C*ontractor* is to discuss with the *Client* if this is not realistic at the start up meeting.

The *Contractor* shall include any temporary works required to undertake the *Contractor's* method of working as deemed necessary to meet the works scope.

The *Contractor* shall carry out detailed design and submit design drawings, for all elements of the proposed works, to the *Client* for acceptance, allowing for amendments in line with the scope, with at least 10 days allowed in the programme for review.

The *Contractor* shall have in place a proposed working arrangement to manage Nivus to finalise designs and provide a principal Contractor role on site to include overseeing Nivus' work.

All access routes and working areas must be reinstated on completion of the works.

Prior to completion and for each project, a suitably developed Health and Safety File must be issued by the *Contractor* to the Principal Designer along with 'as built' drawings (provided in CAD and pdf format) showing any changes from the original approved design.

The *Contractor* will be provided with a completed Carbon Calculator (or equivalent) for the preferred option for each project on contract award. The ERIC Carbon Calculator is currently the Environment Agency's tool for assessing whole life carbon. The Cost Capture Data (CCD) forms are the current way that the Environment Agency captures project cost data. In order to support the *Client* in cutting carbon emissions and assess project costs, the *Contractor* must complete the relevant forms to provide cost and carbon information about each project. For carbon, this will as a minimum involve providing the *Client* with a Carbon Optimisation Report, which should be produced at the design stage to inform the design i.e. to reduce carbon where possible for each project, and a Final Carbon Report for each project within one month of completion of the works.

*Design works including initial design drawings, designer risk assessment and buildability statement. Design options have been provided for as part of the ESE (Appendix 7 of the PCI). However, detailed design input is

necessary to finalise these and produce construction drawings. All design documents are to be approved by the *Client* before construction.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
Newbridge		
A121020-TGEE-ZZ-XX-DR-C-0002		NEWBRIDGE GAUGE STATION OUTLINE DESIGN Location: Appendix A of Early Supplier Engagement Report – Outline Design Drawings
J02215/01 to 02		River Windrush Cross Sections by Storm Geomatics Location: Appendix 1 of the Newbridge PCI – Extent and location of existing records and plans
J02215-03		River Windrush Long Section and Location Plan by Storm Geomatics Location: Appendix 1 of the Newbridge PCI – Extent and location of existing records and plans
J02215-04		River Windrush Diagonal Cross Sections Diagonal by Storm Geomatics Location: Appendix 1 of the Newbridge PCI – Extent and location of existing records and plans
REF: 103721 ID: XX_GW3B_3WWP_1607130		Map Ref: SP4002 Centre: 440138,202105 National Grid Location: Appendix 1 of the Newbridge PCI – Extent and location of existing records and plans
REF: Newbridge ID: XX_GW3B_3WWX_1605714		Map Ref: SP4002 Centre: 440153,202007 National Grid Location: Appendix 1 of the Newbridge PCI – Extent and location of existing records and plans
BT Ref: AOG09545V		Map Reference: (centre) SP4021301992 Easting/Northing: (centre) 440213, 201992 Issued: 21/07/2021 Location: Appendix 1 of the Newbridge PCI – Extent and location of existing records and plans
Newbridge River Obstructions		Location: Appendix 1 of the Newbridge PCI – Extent and location of existing records and plans
Knighton		
A121020-TGEE-ZZ-XX-DR-C-0001		KNIGHTON GAUGE STATION OUTLINE DESIGN Location: Appendix A of Early Supplier Engagement Report – Outline Design Drawings
LT/121/0576/P/0001		Topographical survey of Knighton weir.

		Location: Appendix 1 of the PCI – Extent and location of existing records and plans
LT/121/0576/P/0002		Channel long and cross sections of Knighton weir. Location: Appendix 1 of the Knighton PCI – Extent and location of existing records and plans
SURV 12662/1		Knighton Gauging Station (Site IS 2230 – W1) Main weir Topographic Survey Update and Section Locations. 2015. Location: Appendix 1 of the Knighton PCI – Extent and location of existing records and plans
SURV 12662/2		Knighton Gauging Station (Site ID 2230 – W1) Main Weir Cross Sections and Through Section 2015 Location: Appendix 1 of the Knighton PCI – Extent and location of existing records and plans
BT Ref: SGY09554B		Map Reference: (centre) SU2951371013 Easting/Northing: (centre) 429513,171013 Issued: 21/07/2021 Location: Appendix 1 of the Knighton PCI – Extent and location of existing records and plans
BT Ref: ATB09563H		Map Reference: (centre) SU2942570953 Easting/Northing: (centre) 492425, 170953 Issued: 21/07/2021 Location: Appendix 1 of the Knighton PCI – Extent and location of existing records and plans
BT Ref: TBG09551I		Map Reference: (centre) SU2953771039 Easting/Northing: (centre) 429537, 171039 Issued: 21/07/2021 Location: Appendix 1 of the Knighton PCI – Extent and location of existing records and plans.

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
The Client Minimum Technical Requirements Version 11 May 2021 and any update of this is applicable. A copy of V11 will accompany the Tender.	05/2021	
Appropriate CDM Regulations shall be followed. - https://www.hse.gov.uk/construction/cdm/2015/index.htm		yes
Constructing a Better Environment – SHEW CoP	05/2018	

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*.

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

The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and review and update the Environmental Action Plan (EAP) prior to starting the works

The *Contractor* shall not commence any fabrications or purchases for any part of the works until the *Client* has accepted and signed the Final Design Drawings.

Working times

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

5. Requirements for the programme

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

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

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

(a) Period required for mobilisation/ planning & post contract award

(b) Starting date

(c) Each of the activities listed within the Price List

(d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.

(e) Completion date

The programme should be updated monthly unless otherwise agreed between the Contractor and the Client.

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

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

Item	Date by which it will be provided
Fuel Cell	TBC
16B Padlock	TBC

Site Information

Please refer to the Pre-Construction Information (PCI) document provided with the tender pack.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Elite Sheet Piling Form of Contract: NEC4 SSC	Piling works
2.	Robert Nicholls Form of Contract: NEC4 SSC	Temporary Damming
3.	True Cut Form of Contract: NEC4 SSC	Track saw
4.	Marine & Civil Solutions Form of Contract: NEC4 SSC	Divers