Engineering and Construction Short Contract

Contract Data Forms

June 2017
(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework
Lot 1 Civil Engineering (Maintain and Construct)

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**Cheetham Hill Construction Ltd** [redacted]
For	**Greater Manchester, Merseyside, and Cheshire (GMMC)** **Lower Risk Debris Screens – Contract 6**
	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	The Environment [redacted]	
Address for electronic communications	[redacted]	
The *works* are	To undertake detailed design and construction works at the sites specified to achieve compliance with the Culvert, screen and outfall manual (C786F), authored by the Construction Industry Research and Information Association (CIRIA).	
The *site* is	The Contract consists of multiple *sites:* [redacted]	
The *starting date* is	19/05/2025	
The *completion date* is	13/05/2027	
The *delay damages* are	[redacted]	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 *defects correction period* for	Defects causing health and safety issues	24 hours
The *defects correction period* for	Defects causing increased flood risk	24 hours
The *assessment day* is	the last working day	of each month
The *retention* is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply		
The *Adjudicator* is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less 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 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 Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

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

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions

Only enter details here if additional conditions are required.

Z1.0	Sub-contracting
Z1.1	The *Contractor* submits the name of each proposed 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 correct 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
Z7.2	For the purpose of Clause 60.1.9 "the site" is defined as the individual location listed in "the sites" in the Client's Contract Data.
Z7.3	Amend the text of Clause 60.1 with the addition of 60.1.13 "The Contractor is prevented from carrying out all work on the site as a consequence of flooding [and the flooding was not caused by the Contractor] for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the starting date and the Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account"
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
Z110	Inflation At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the *starting date* and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate] The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the total of the Prices. If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	Cheetham Hill Construction Ltd	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
The *people rates* are		
category of person	unit	rate
As per agreed Framework Rates		
The *published list of Equipment* is		As per agreed Framework Rates
The *percentage for adjustment for Equipment* is		As per agreed Framework Rates

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	[redacted]
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	15 May 2025

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

Signed on behalf of the *Client*

Name	[redacted]
Position	[redacted]

Signature	[redacted]
Date	19/5/25

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, where highlighted.

Breakdown are to be in line with the framework price workbook

Ref	Description	Unit	Quantity	Rate	Price
1. [redacted]					
	Preconstruction Phase				
1.1	Prepare, submit and obtain any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions.	Sum	1	[redacted]	[redacted]
1.2	Carry out any surveys, including Topographical surveys, Invasive Non-native Species surveys, Structural condition survey, Preconstruction surveys.	Sum	1	[redacted]	[redacted]
1.3	Management costs for preconstruction phase Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]

1.4	Complete Detailed Design and 3D model to Construction Issue Status Accepted by the *Client*	Sum	1	[redacted]	[redacted]
1.5	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Sum	1	[redacted]	[redacted]
1.6	Ground Investigation Works for the works	Sum	1	[redacted]	[redacted]
	Delivery Phase				
1.7	Preliminary costs for delivery phase. Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
1.8	Mobilisation and Site set up	Sum	1	[redacted]	[redacted]
1.9	Site Security Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
1.10	Install access to work area including vegetation clearance	Sum	1	[redacted]	[redacted]
1.11	Statutory Utility works including diversions, disconnections, connections and/or protection	Sum	1	[redacted]	[redacted]
1.12	Install temporary works	Sum	1	[redacted]	[redacted]
1.13	Overpumping Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
1.14	Removal of existing screen and any existing structures	Sum	1	[redacted]	[redacted]
1.15	Excavate to reduced level	Sum	1	[redacted]	[redacted]
1.16	Install works to channel bed including concrete slab and fill material	Sum	1	[redacted]	[redacted]
1.17	Install retaining walls to channel	Sum	1	[redacted]	[redacted]
1.18	Install access steps to channel, including retaining walls	Sum	1	[redacted]	[redacted]
1.19	Install concrete access platforms/walkways including kiosk base	Sum	1	[redacted]	[redacted]
1.20	Install screen metal work, including the security screen and platforms	Sum	1	[redacted]	[redacted]

1.21	Install guard railing, including gates and hand railing	Sum	1	[redacted]	[redacted]
1.22	Install any MEICA items including ducting infrastructure and transducer equipment	Sum	1	[redacted]	[redacted]
1.23	Install landscaping and urban realm features including vehicle access track, kerbs, gate, fencing and wheel stops	Sum	1	[redacted]	[redacted]
1.24	Install perimeter access gate and security fencing	Sum	1	[redacted]	[redacted]
1.25	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum	1	[redacted]	[redacted]
	Completion				
1.26	Completed Health and Safety file issued to *Client* including as built drawings, BIM data and all carbon data.	Sum	1	[redacted]	[redacted]
1.27	Operation and Maintenance Manual to be issued to *Client*	Sum	1	[redacted]	[redacted]
1.28	Post condition surveys	Sum	1	[redacted]	[redacted]
2. [redacted]					
	Preconstruction Phase				
2.1	Prepare, submit and obtain any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions.	Sum	1	[redacted]	[redacted]
2.2	Carry out any surveys, including Topographical surveys, Invasive Non-native Species surveys, Structural condition survey, Preconstruction surveys.	Sum	1	[redacted]	[redacted]
2.3	Management costs for preconstruction phase Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]

2.4	Complete Detailed Design and 3D model to Construction Issue Status Accepted by the *Client*	Sum	1	[redacted]	[redacted]
2.5	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Sum	1	[redacted]	[redacted]
2.6	Ground Investigation Works for the works	Sum	1	[redacted]	[redacted]
	Delivery Phase				
2.7	Preliminary costs for delivery phase. Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
2.8	Mobilisation and Site set up	Sum	1	[redacted]	[redacted]
2.9	Site Security Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
2.10	Install access to work area including vegetation clearance	Sum	1	[redacted]	[redacted]
2.11	Statutory Utility works including diversions, disconnections, connections and/or protection	Sum	1	[redacted]	[redacted]
2.12	Install temporary works	Sum	1	[redacted]	[redacted]
2.13	Overpumping Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
2.14	Removal of existing screen and any existing structures	Sum	1	[redacted]	[redacted]
2.15	Excavate to reduced level	Sum	1	[redacted]	[redacted]
2.16	Install access steps to channel, including channel retaining walls	Sum	1	[redacted]	[redacted]
2.17	Install concrete access platform/walkways Including retaining walls	Sum	1	[redacted]	[redacted]
2.18	Install screen metal work, including the security screen and platforms	Sum	1	[redacted]	[redacted]
2.19	Install any MEICA items including transducer equipment	Sum	1	[redacted]	[redacted]
2.20	Install guard railing, including gates and hand railing	Sum	1	[redacted]	[redacted]

2.21	Install landscaping and urban realm features including hard standing area.	Sum	1	[redacted]	[redacted]
2.22	Install perimeter access gate and security fencing	Sum	1	[redacted]	[redacted]
2.23	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum	1	[redacted]	[redacted]
	Completion				
2.24	Completed Health and Safety file issued to *Client* including as built drawings, BIM data and all carbon data.	Sum	1	[redacted]	[redacted]
2.25	Operation and Maintenance Manual to be issued to *Client*	Sum	1	[redacted]	[redacted]
2.26	Post condition surveys	Sum	1	[redacted]	[redacted]
3. [redacted]					
	Preconstruction Phase				
3.1	Prepare, submit and obtain any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions.	Sum	1	[redacted]	[redacted]
3.2	Carry out any surveys, including Topographical surveys, Invasive Non-native Species surveys, Structural condition survey, Preconstruction surveys.	Sum	1	[redacted]	[redacted]
3.3	Management costs for preconstruction phase Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
3.4	Complete Detailed Design and 3D model to Construction Issue Status Accepted by the *Client*	Sum	1	[redacted]	[redacted]
3.5	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Sum	1	[redacted]	[redacted]

3.6	Ground Investigation Works for the works	Sum	1	[redacted]	[redacted]
	Delivery Phase				
3.7	Preliminary costs for delivery phase. Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
3.8	Mobilisation and Site set up	Sum	1	[redacted]	[redacted]
3.9	Site Security Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
3.10	Install access to work area including vegetation clearance	Sum	1	[redacted]	[redacted]
3.11	Statutory Utility works including diversions, disconnections, connections and/or protection	Sum	1	[redacted]	[redacted]
3.12	Install temporary works	Sum	1	[redacted]	[redacted]
3.13	Overpumping Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
3.14	Removal of existing screen and any existing structures	Sum	1	[redacted]	[redacted]
3.15	Excavate to reduced level	Sum	1	[redacted]	[redacted]
3.16	Install works to channel bed including concrete slab and fill material	Sum	1	[redacted]	[redacted]
3.17	Alteration to existing channel retaining walls	Sum	1	[redacted]	[redacted]
3.18	Install access steps including any retaining walls	Sum	1	[redacted]	[redacted]
3.19	Install concrete access platforms and walkways including any retaining walls	Sum	1	[redacted]	[redacted]
3.20	Install access ramp including any retaining walls	Sum	1	[redacted]	[redacted]
3.21	Install screen metal work, including the screen and platforms	Sum	1	[redacted]	[redacted]
3.22	Install guard railing, including gates and hand railing	Sum	1	[redacted]	[redacted]
3.23	Install any MEICA items including any ducting infrastructure and transducer equipment	Sum	1	[redacted]	[redacted]

3.24	Install landscaping and urban realm features including gravel footpath and vehicular bollards	Sum	1	[redacted]	[redacted]
3.25	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum	1	[redacted]	[redacted]
	<u>Completion</u>				
3.26	Completed Health and Safety file issued to *Client* including as built drawings, BIM data and all carbon data.	Sum	1	[redacted]	[redacted]
3.27	Operation and Maintenance Manual to be issued to *Client*	Sum	1	[redacted]	[redacted]
3,2.8	Post condition surveys	Sum	1	[redacted]	[redacted]
4. Chapel Lane Debris Screen					
4.1	Prepare, submit and obtain any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions.	Sum	1	[redacted]	[redacted]
4.2	Carry out any surveys, including Topographical surveys, Invasive Non-native Species surveys, Structural condition survey, Preconstruction surveys.	Sum	1	[redacted]	[redacted]
4.3	Management costs for preconstruction phase Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
4.4	Complete Detailed Design and 3D model to Construction Issue Status Accepted by the *Client*	Sum	1	[redacted]	[redacted]

4.5	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Sum	1	[redacted]	[redacted]
4.6	Ground Investigation Works for the works	Sum	1	[redacted]	[redacted]
	Delivery Phase				
4.7	Preliminary costs for delivery phase. Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
4.8	Mobilisation and Site set up	Sum	1	[redacted]	[redacted]
4.9	Site Security Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
4.10	Install access to work area including vegetation clearance	Sum		[redacted]	[redacted]
4.11	Statutory Utility works including diversions, disconnections, connections and/or protection	Sum		[redacted]	[redacted]
4.12	Install temporary works	Sum		[redacted]	[redacted]
4.13	Overpumping Provide weekly breakdown of items included	Sum		[redacted]	[redacted]
4.14	Removal of existing screen and any existing structures	Sum		[redacted]	[redacted]
4.15	Excavate to reduced level	Sum		[redacted]	[redacted]
4.16	Install channel bed including concrete slab and low flow channel	Sum		[redacted]	[redacted]
4.17	Install retaining walls to channel	Sum		[redacted]	[redacted]
4.18	Install kiosk base	Sum		[redacted]	[redacted]
4.19	Install any MEICA items including ducting infrastructure and transducer equipment	Sum		[redacted]	[redacted]
4.20	Install screen metal work, including the security screen and platforms	Sum		[redacted]	[redacted]
4.21	Install guard railing, including gates and hand railing	Sum		[redacted]	[redacted]
4.22	Install any landscaping and urban realm features	Sum		[redacted]	[redacted]

4.23	Install perimeter access gate and security fencing	Sum		[redacted]	[redacted]
4.24	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum		[redacted]	[redacted]
	Completion				
4.25	Completed Health and Safety file issued to *Client* including as built drawings, BIM data and all carbon data.	Sum		[redacted]	[redacted]
4.26	Operation and Maintenance Manual to be issued to *Client*	Sum	1	[redacted]	[redacted]
4.27	Post condition surveys	Sum	1	[redacted]	[redacted]
5. Dundalk/Smithills Croft					
5.1	Prepare, submit and obtain any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions.	Sum	1	[redacted]	[redacted]
5.2	Carry out any surveys, including Topographical surveys, Invasive Non-native Species surveys, Structural condition survey, Preconstruction surveys.	Sum	1	[redacted]	[redacted]
5.3	Management costs for preconstruction phase Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
5.4	Complete Detailed Design and 3D model to Construction Issue Status Accepted by the *Client*	Sum	1	[redacted]	[redacted]
5.5	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Sum	1	[redacted]	[redacted]
5.6	Ground Investigation Works for the works	Sum	1	[redacted]	[redacted]

	Delivery Phase				
5.7	Preliminary costs for delivery phase. Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
5.8	Mobilisation and Site set up	Sum	1	[redacted]	[redacted]
5.9	Site Security Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
5.10	Install access to work area including vegetation clearance	Sum	1	[redacted]	[redacted]
5.11	Statutory Utility works including diversions, disconnections, connections and/or protection	Sum	1	[redacted]	[redacted]
5.12	Install temporary works	Sum	1	[redacted]	[redacted]
5.13	Overpumping Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
5.14	Removal of existing screen and any existing structures	Sum	1	[redacted]	[redacted]
5.15	Excavate to reduced level	Sum	1	[redacted]	[redacted]
5.16	Install works to channel bed including concrete slab, debris poles and engineering fill	Sum	1	[redacted]	[redacted]
5.17	Install concrete access steps including any retaining walls and engineering fill.	Sum	1	[redacted]	[redacted]
5.18	Install concrete access platform/walkway	Sum	1	[redacted]	[redacted]
5.19	Install landscaping and urban realm features including access tracks and bollards.	Sum	1	[redacted]	[redacted]
5.20	Install guard railing, including gates and hand railing	Sum	1	[redacted]	[redacted]
5.21	Install perimeter access gate and security fencing	Sum	1	[redacted]	[redacted]
5.22	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum	1	[redacted]	[redacted]

	Completion				
5.23	Completed Health and Safety file issued to *Client* including as built drawings, BIM data and all carbon data.	Sum	1	[redacted]	[redacted]
5.24	Operation and Maintenance Manual to be issued to *Client*	Sum	1	[redacted]	[redacted]
5.25	Post condition surveys	Sum	1	[redacted]	[redacted]
6. [redacted]					
6.1	Prepare, submit and obtain any permits, licenses and consents required in relation to the works including but not limited to Flood Risk Activity permits (FRAP), permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order (TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions.	Sum	1	[redacted]	[redacted]
6.2	Carry out any surveys, including Topographical surveys, Invasive Non-native Species surveys, Structural condition survey, Preconstruction surveys.	Sum	1	[redacted]	[redacted]
6.3	Management costs for preconstruction phase Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
6.4	Complete Detailed Design and 3D model to Construction Issue Status Accepted by the *Client*	Sum	1	[redacted]	[redacted]
6.5	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Sum	1	[redacted]	[redacted]0.87
6.6	Ground Investigation Works for the works	Sum	1	[redacted]	[redacted]
	Delivery Phase				
6.7	Preliminary costs for delivery phase. Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]
6.8	Mobilisation and Site set up	Sum	1	[redacted]	[redacted]
6.9	Site Security Provide weekly breakdown of items included	Sum	1	[redacted]	[redacted]

6.10	Install access to work area including vegetation clearance	Sum	1	[redacted]	[redacted]
6.11	Statutory Utility works including diversions, disconnections, connections and/or protection	Sum	1	[redacted]	[redacted]
6.12	Install temporary works	Sum	1	[redacted]	[redacted]
6.13	Removal of any existing structures	Sum	1	[redacted]	[redacted]
6.15	Excavate to reduced level	Sum	1	[redacted]	[redacted]
6.16	Install works to channel bed including concrete slab and fill material	Sum	1	[redacted]	[redacted]
6.17	Install retaining walls to channel	Sum	1	[redacted]	[redacted]
6.18	Install access steps to channel, including retaining walls	Sum	1	[redacted]	[redacted]
6.19	Install access steps and walkways to debris screen platforms, including any retaining walls	Sum	1	[redacted]	[redacted]
6.20	Install screen metal work, including the screen and platforms	Sum	1	[redacted]	[redacted]
6.21	Install any MEICA items including ducting infrastructure and transducer equipment	Sum	1	[redacted]	[redacted]
6.22	Install guard railing, including gates and hand railing	Sum	1	[redacted]	[redacted]
6.23	Install perimeter access gate and security fencing	Sum	1	[redacted]	[redacted]
6.24	Install landscaping and urban realm features	Sum	1	[redacted]	[redacted]
6.25	Demobilisation including reinstatement of site to condition before start of the works (including any making good and removal of temporary works).	Sum	1	[redacted]	[redacted]
	Completion				
6.26	Completed Health and Safety file issued to *Client* including as built drawings, BIM data and all carbon data.	Sum	1	[redacted]	[redacted]
6.27	Operation and Maintenance Manual to be issued to *Client*	Sum	1	[redacted]	[redacted]
6.28	Post condition surveys	Sum	1	[redacted]	[redacted]

Total of the Prices		[redacted]	

The method and rules used to compile the Price List are

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

Scope

1. Description of the *works*

1.1 Project background

1.1.1. It has been identified that a number of existing debris screens (*Client* Assets) are noncompliant with current standards. The *Contractor* is to carry out the works detailed in this Scope, including completing detailed design and construction works, to achieve compliance with the Culvert, screen and outfall manual (C786F), authored by the Construction Industry Research and Information Association (CIRIA).

1.1.2. The *Contractor* will include in the detailed design any Mechanical, Electrical, Instrumentation, Control and Automation (MEICA) equipment currently shown on the outline design, including any ducting requirements.

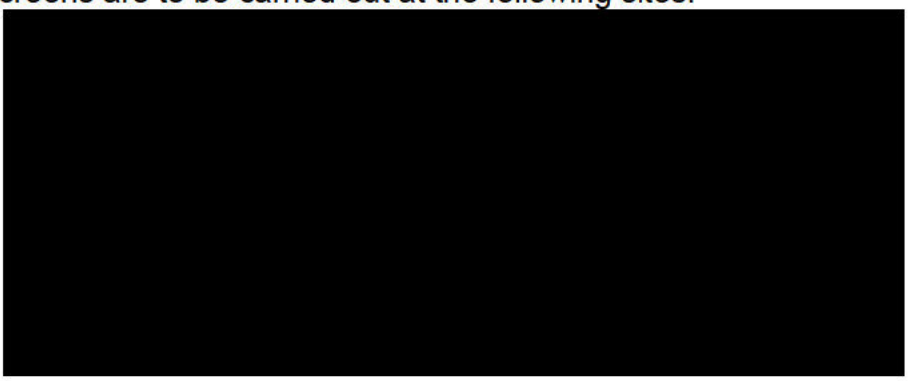
1.1.3. Installation of the telemetry cabling, lighting and CCTV equipment will be installed by the *Client* or Others.

1.1.4. The *Contractor* will design, supply and install the proposed mechanical equipment shown on the outline design, such as an Automated Weed Screens.

1.1.5. The *Contractor* will install all items associated with the telemetry transducer equipment, including the poles, above and below ground ducting supplies. Cabling to the transducer equipment will be carried out by Others.

1.2 Description of the *works*

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



1.3 *Contractor's* design

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

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

1.3.3. The *Contractor* is required to attend one design workshop with the *Client* for each site prior to commencing the detailed design. The Designer is to be in attendance. The meeting will be held in person.

1.3.4. The *Contractor* is required to carry out the detailed design for each of the sites listed. The *Contractor* will produce 'For Construction' issue designs for Acceptance by the *Client.*

1.3.5. The *Contractor* will develop the outline design [into a detailed design] which have been provided by the *Client* and listed in section 2.

1.3.6. The *Contractor* will ensure all designs comply with the specifications listed in section 3.

1.3.7. The *Contractor* is liable for any buildability issues that arise on site. The *Client* retains no design liability or responsibility for the outline designs.

1.3.8. 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.

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

1.3.10. The *Contractor* will provide input to the *Clients* digital information maturity assessment tool (DMAT).

1.3.11. The *Contractor* is required to produce a three dimensional (3D) digital model for each site. Review of the 3D models will form part of the detailed design acceptance process.

1.3.12. The *Contractor* will share draft models with the *Client* for review using free access online viewing portals, such as the AutoCAD viewer (or similar).

1.3.13. An example 3D model used as the benchmark of quality and data requirements will be issued to the *Contractor* by the *Client*.

1.3.14. The *Contractor* will ensure the 3D model for each site is fully coordinated and can be used for construction purposes.

1.3.15. The *Contractor* shall agree a schedule of design submissions with the *Client* and this is to be incorporated into the programme.

1.3.16. 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 and construction phase plan.

1.3.17. The *Contractor* is to carry out a structural inspection, and any other structural inspections the *Contractor* deems necessary to complete *the works*, on any elements where structural connections of the proposed works are to be made to existing or retained structures to ensure the existing assets are in an acceptable condition.

1.4 Accommodation

1.4.1. The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

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

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

1.6 Sharing the Site with the *Client* and Others

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

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

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

1.6.4. The *Contractor* shall cooperate with affected residents, landowners and businesses to enable efficient execution of the *works* and minimise 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* shall notify the *Client* of all Stakeholder requests for meetings so that the *Client* has the option to attend or send a representative.

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

1.6.9. The *Contractor* shall notify the *Client* of all press or media enquiries 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*.

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

1.7.2. The *Contractor*:

I. Will attend one prestart meeting for each site with the *Client* , in person, prior to commencing the design phase. The *Contractors* Designer is to be in attendance.

II. Will attend one on-site prestart meeting for each site with the *Client* prior to commencing the construction phase.

III. Will facilitate and attend weekly on-site meetings with the *Client* during the construction phase for each live site.

IV. Will attend weekly progress meetings for the duration of the contract. Meetings will be held online using Microsoft Teams, with the *Client* or *Client* representatives. The *Contractors* designer is required to attend these meetings. This meeting will cover the pre-construction and construction phases of all sites.

V. Will attend one monthly project update meeting to be held in person at the Client office (Warrington or Preston) or at the Contractors offices, for the duration of this contract.

VI. Will facilitate and attend site walkovers as requested by the *Client.*

VII. Will attend Early Warning meetings as instructed by either Party.

VIII. 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 the monthly progress meeting. This report:

I. Highlights the progress achieved since the last programme submission.

II. Explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,

III. Explains what actions are being implemented to mitigate any delay,

IV. State the expected date when the *Contractor* forecast to complete the works compared to the contract Completion Date,

V. Details of any lost days due to weather,

VI. 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,

VII. Includes site photos of progress achieved since the previous progress report.

VIII. The progress report will capture any progress of all the sites.

IX. Details health and safety metrics for each live site, including manhours worked, incidents, near misses, CDM audits, toolbox talks delivered and inductions.

1.7.4. The *Contractor:*

I. Will share any documents with the *Client* using Asite.

II. Will notify transmittal of documents issued to the *Client* for Acceptance using Fastdraft.

III. Will produce monthly financial updates and forecasts. Monthly financial updates and forecasts are to meet *Client* deadlines and be provided by no later than the 10th day of each month, or otherwise agreed at the project start up meeting.

IV. Will provide environmental tool-box 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.

V. Is responsible for identifying any existing services that will be impacted by the *works*.

VI. Is responsible for installing protection to existing services, where necessary.

VII. 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*.

i. Is responsible for carrying out any electrical surveys on the Clients private supplies including any mechanical and electrical infrastructure necessary to carry out the *works*.

ii. Is responsible for obtaining new service connections to any Statutory Utility providers networks necessary to complete the *works*.

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

IX. Will complete a Public Safety Risk Assessments (PSRA) for each of the debris screens delivered as part of *the works*. The assessment is to be include the existing and proposed arrangements and will be carried out in liaison with the *Clients* PSRA assessor.

X. Where possible, the *Contractor* will use the *Clients* existing PSRA assessment attributed to each site and update accordingly. If no existing PSRA assessment is available, the *Contractor* is responsible for producing one using the *Clients* standard template. The PSRA is to be carried out at the following stages:

- Prior to detailed design commencing if not included in the Site Information.
- On Completion of Detailed Design and prior to any construction works.
- On Completion of the Construction works.

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

XII. Is to comply with the *Clients* Information Delivery Plan (IDP)

XIII. Is responsible for developing the 'Flood Contingency Plan' (FCP) which will detail the actions of the project team at varying thresholds (Red, Amber and Green) and based on the water levels in the channel. The FCP will also include an on-site emergency action plan in the event of a weather warning, when described as such by the Environment Agency. The *Contractor* will develop the

FCP in collaboration with the *Client*. The *Contractor* will issue the FCP to the *Client* for acceptance prior to commencing work on site. The *Contractor* is to allow two weeks for this review.

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

XV. Will carry out the works in accordance with the EAP.

1.7.5. 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.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded for the *works* carried for each site is as follows:

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

1.9 Quality Management

1.9.1. *Contractor* is to provide samples of finished works or components of finished works, where possible, to ensure quality expectations are managed. This could include a review of works previously undertaken by the *Contractor*.

1.9.2. The *Contractor* shall provide the *Client* with a Quality Statement which sets out the management and execution of the following:

- Management and resourcing the *works* to ensure compliance with the Scope.

- Samples of Plant and Materials and workmanship.
- Compliance with recognised good practice and industry standard regulations.
- Compliance with manufacturers recommendations.
- Ordering and supply of Plant and Materials.
- Handling, storing and fixing of materials.
- Storage of Plant and Materials.
- Instrumentation and tools.
- Method statements required by this contract.
- Tests and inspections
- Defect Elimination Strategy
- Competence of site staff
- Innovation

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

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

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

1.9.6. 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 the relevant calibration test certificates.

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

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

1.10 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)
- Marine Maritime Organisation (MMO) License
- 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.
- Applying for new connections to Statutory Utility provider networks, including electrical connections.

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 14 days 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 28 days prior to access being required:

I. Final marked up plan of the proposed site, compounds and access requirements.
II. Duration of the works and entry requirements.
III. 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 14 days 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 necessary 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* and Principal Designer for comment. Submission dates for any RAMS are to be included in the programme.

1.11.6. The *Contractor* will use the *Client*s 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 undertake the actions within the Initial Environmental Assessment.

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

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

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

1.11.12. 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. 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* for each site. The initial inspection shall take place a minimum of one week in advance of the completion of each site. 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:

I. The *Contractor* will complete the whole of the works by the Completion Date.

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

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

IV. 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.

V. The *Contractor* is responsible for removing all construction waste and debris from site.

VI. All site perimeter fencing, temporary works, materials storage and waste must be removed from site by the *Contractor*.

VII. 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*:

I. 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. The *Contractor* must supply all supporting information identified in the Health and Safety File, such as the product data specifications.

II. 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 asbuilt drawings to the *Client* for acceptance. Allow two weeks for this review period.

III. The *Contractor* will provide an electronic copy of the Operating and Maintenance Manuals to the *Client*.

IV. The *Contractor* will complete a Public Safety Risk Assessment (PSRA) on the completed works and issue to the *Client* for acceptance.

V. The *Contractor* will facilitate any training and/or familiarisation needed by the *Clients* operations staff for each site.

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

VII. 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.

VIII. The *Contractor* is to complete the 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 Following Completion and prior to the Defects Date, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Client*).

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

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

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: once per week for each live site in person.

1.16.2 Location: At each site live site

1.16.3 Chairperson (who will also take and distribute minutes): *Client*

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 *Contractor* will ensure continuity of flows within the channel for example by over pumping or fluming.

1.17.3. The *Contractor* is responsible for obtaining information relating to anticipated levels in the watercourse/river during the *works* and shall be responsible for the assessment of the sufficiency and suitability of any temporary works proposals to prevent flooding to the *works*, the working areas and surrounding areas. This includes but is not limited to overpumping, fluming, temporary debris screens.

1.17.4. Once the *Contractor* has taken temporary possession of the site to deliver the *works*, the *Contractor* is responsible for the following:

I. Ensuring flows within the channel (in the work area) are managed sufficiently, for example by over pumping or fluming, so that the channel flows do not present a flood risk. This will include, but not limited to, monitoring of channel levels, overpumping performance and adequacy of the flume.

II. Ensuring any temporary works are in good working order and are fully operational during, and outside of, working hours.

III. Ensuring that the channel and debris screen (in the work area) do not become blocked or partially blocked with debris. The *Contractor* is responsible for the removal and disposal of the debris.

IV. Will maintain the existing level of flood protection during the *works* at each site.

V. Ensuring the *Contractors* resources can attend site out of hours to address flood risk issues that have been identified by the *Contractor*, *Client* or Stakeholders. For example, blockages to the debris screen [including any temporary screens] that may lead to flooding of the site and surrounding areas.

1.17.5. 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.

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

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

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

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

1.17.10. 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.

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

1.17.12. 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.

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

1.17.14. 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.

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

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

1.17.17. The *Contractor* is responsible for carrying out any site surveys required to deliver the *works*, including topographical, ground penetration radar (GPR), electrical and refurbishment or demolition surveys.

1.17.18. The compounds shown in the Access & Constraints Plans listed in Section 2 are for information only. The *Contractor* is responsible for determining the most appropriate location of each site compound and access.

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

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

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

1.17.22. 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.

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

1.17.24. The *Contractor* is to be aware that any trees that are removed during the works are to be replaced by the *Contractor* using a 5:1 ratio.

1.17.25. 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*.

1.17.26. 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*.

1.17.27. The *Contractor* will prepare and submit a technical note relating to this and all other site investigations.

1.17.28. 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.

1.18 CARBON

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

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

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

1.18.4. The Carbon Calculator and Appendix are expected to capture all sites within each document. The *Client* is not expecting a Carbon Calculator and Appendix for each individual site.

1.19 Site Specific Requirements

1.19.1. Ducting infrastructure is required at the following sites only:

[redacted]

1.19.2. The hatch location shown at [redacted] is an error. The location of the hatch is to be moved to the debris screen platform by the *Contractor* during detailed design stage.

1.19.3. Where kiosk requirements are detailed on the outline design drawings [including the size and type], the *Contractor* is responsible for the design, supply and installation of the kiosk. *Client* [Environment Agency] kiosks are to comply with Minimum Technical Requirement LIT 13229.

1.19.4. At [redacted] Debris Screen, the *Client* is aware that a silt trap has been installed to the existing channel. The *Client* has no asbuilt records of the silt trap, ground investigation works are required. The *Contractor* is to plan any in channel investigation works in accordance with item (d) of the Flood & Water Management Act 2010 Schedule 25 – Part 1: Flood Risk Activities [Protected Undertakings].

2. Drawings

Hoghton Road

Drawing Number	Revision	Title
[redacted]	C01	Outline Design General Arrangement

[redacted]	C01	Access & Constraints Plan
	C01	Outline Design General Arrangement – E-Transmit
	C01	Access & Constraints Plan – E-Transmit
	C01	Design Philosophy and Buildability Statement
	C01	Geotechnical Desktop Study Assessment
	C01	Red and Green List (RaG)
	C01	Designers Risk Register
	C01	Hydraulic Performance Check
	C01	Hydraulic Performance Check

[redacted]

Drawing Number	Revision	Title
[redacted]	C01	Outline Design General Arrangement
	C01	Access & Constraints Plan
E-	C01	Outline Design General Arrangement – E-Transmit
E-	C01	Access & Constraints Plan – E-Transmit
	C01	Design Philosophy and Buildability Statement
	C01	Geotechnical Desktop Study Assessment

[redacted]	C01	Red and Green List (RaG)
	C01	Designers Risk Register
	C01	Hydraulic Performance Check
	C01	Hydraulic Performance Check

[redacted]

Drawing Number	Revision	Title
[redacted]	C01	Outline Design Section & Elevation
	C01	Hazard & Constraints Plan
1-E-	C01	Outline Design General Arrangement – E-Transmit
2-E-	C01	Access & Constraints Plan – E-Transmit
	C01	Design Philosophy and Buildability Statement
-	C01	Geotechnical Desktop Study Assessment
	C01	Red and Green List (RaG)
	C01	Designers Risk Register
-	C01	Hydraulic Performance Check
-	C01	Hydraulic Performance Check

[redacted]

Drawing Number	Revision	Title
[redacted]	C01	Outline Design General Arrangement
	C01	Access & Constraints Plan
	C01	Outline Design General Arrangement – E-Transmit
	C01	Access & Constraints Plan – E-Transmit
	C01	Design Philosophy and Buildability Statement
	C01	Geotechnical Desktop Study Assessment
	C01	Red and Green List (RaG)
	C01	Designers Risk Register
	C01	Hydraulic Performance Check
	C01	Hydraulic Performance Check

[redacted]

Drawing Number	Revision	Title
[redacted]	C01	Outline Design General Arrangement
	C01	Hazard & Constraints Plan
	C01	Outline Design General Arrangement – E-Transmit
	C01	Access & Constraints Plan – E-Transmit
	C01	Design Philosophy and Buildability Statement

[redacted]	C01	Geotechnical Desktop Study Assessment
	C01	Red and Green List (RaG)
	C01	Designers Risk Register
	C01	Hydraulic Performance Check
	C01	Hydraulic Performance Check

[redacted]

Drawing Number	Revision	Title
[redacted]	C01	Outline Design General Arrangement
	C01	Access & Constraints Plan
	C01	Outline Design General Arrangement – E-Transmit
	C01	Access & Constraints Plan – E-Transmit
	C01	Design Philosophy and Buildability Statement
	C01	Geotechnical Desktop Study Assessment
	C01	Red and Green List (RaG)
	C01	Designers Risk Register
	C01	Hydraulic Performance Check
	C01	Hydraulic Performance Check

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Asset OMR Technical Specifications	Various	Yes
LIT 16559 - Constructing a Better Environment Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	September 2023	Yes
Construction Design Regulations (CDM) 2015	2015	Yes
Culvert, screen and outfall manual (C786F) CIRIA	December 2019	Yes
Civil Engineering Specification for the Water Industry 7th Edition	March 2011	Yes

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

4.1. General

4.1.1. In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to [Richard Williams]. The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.1.2. All communications from the *Contractor* to the *Client* shall be sent to [Ben Waring].

4.2. Protection against Damage

4.2.1. 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 four weeks of agreeing the remediation with the *Client.*

4.2.2. 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.

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

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

4.2.5. 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.

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

4.2.7. Compensation will be agreed and paid by the *Client* (via its Estates Team) to affected landowners based on the *Contractor's* programme, accepted 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.*

4.2.8. 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.

4.2.9. 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.*

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

4.2.11. 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.

4.2.12. Fourteen (14) days' notice of commencement of any site works by the *Contractor* shall be given to the *Client.*

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

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

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

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

4.2.17. 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* upon request.

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

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

4.2.20. 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 all costs associated with obtaining licenses, consents and permit applications.

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:

I. *Contractor* submits designs [including any temporary works designs and 3D models] to the *Client* for review. Two weeks will be allowed for this review by the *Client.*

II. On completion of the 2 week review period, the *Contractor* and their Designer will attend one design review meeting in person with the *Client,* for each site.

III. *Contractor* will carry out any design changes requested during steps 1. and 2. which will be captured in a design log. The *Client* is responsible for producing the design

log. Any design changes are to be completed within two weeks or otherwise agreed with the *Client*.

IV. If required, the *Contractor* is to allow for an additional review cycle repeating steps I - III.

V. Provide completed detailed design drawings and 3D model 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 suitable site compounds 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 Initial Environmental Assessments.

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* in such a way as 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.

4.8.14 The *Contractor* will complete all associated activities for each site in line with the following programme constraints:

[redacted]

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:

- Within the period for reply after the *Client* has instructed the *Contractor* to.
- When the *Contractor* chooses to and, in any case,
- 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:

- The *starting date* and Completion Date
- The critical path
- The dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works
- The order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
- Lead in periods for materials and sub-contractors,
- The order and timing of the work of the *Client* and others required for the *Contractor* to provide the works,

- Provisions for float, time risk allowance, mobilisation, health and safety requirements, project planning and procedures set out in the contract
- PCMT Deliverables, RAMS, FCP, Emergency Action Plan and the associated *Client* review period.
- Works required by others.
- Design submissions and design submission procedure
- Dates for commissioning, handover and training with the *Client*.
- The *Client*'s land entry notice processes and lead in (14 days)
- 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:

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

5.6 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:

- The actual progress achieved on each operation and its effect upon the timing of the remaining work
- How the *Contractor* plans to deal with any delays and to correct notified Defects
- Any other changes which the Contractor proposed to make to the Accepted Programme

5.8 The *Contractor* will show the activities for each site in accordance with the following programme constraints:

[redacted]

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
Fastdraft Access	*starting date*
Asite Access	*starting date*

Site Information

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

- [redacted]

Document Reference	Document Title
[redacted]	Initial Environmental Assessment
	Culvert Screen Assessment Report
	Pre Construction Information (PCI)
	Topographical Survey DWG & PDF
	Cadent Gas Services Search
	Electricity Northwest Services Search
	SP Energy Networks Services Search
	ESP Utilities Group Gas Plan
	Conditions and information regarding electricity mains

[redacted]	Guidelines when working in vicinity of gas apparatus up to 7barg MOPV3.1
	Plant Information Reply (Openreach)
	Enquiry Confirmation (LSBUD)
	United Utilities Maps for Safe Dig
	UXO Desktop Survey
	Public Safety Risk Assessment (PSRA)

- [redacted]

Document Reference	Document Title
[redacted]	Initial Environmental Assessment
	Culvert Screen Assessment Report
	Water Framework Directive Assessment
	Pre Construction Information (PCI)
	Topographical Survey DWG & PDF
	Catchment Flow Rate Data
	Cadent Gas Services Search
	Electricity Northwest Services Search
	Conditions and information regarding electricity mains
	Plant Information Reply (Openreach)
	Enquiry Confirmation (LSBUD)
	United Utilities Maps for Safe Dig
	UXO Desktop Survey
	Public Safety Risk Assessment (PSRA)

- [redacted]

Document Reference	Document Title
[redacted]	Initial Environmental Assessment
	Culvert Screen Assessment Report
	Pre Construction Information (PCI)

[redacted]	Topographical Survey DWG & PDF
	Catchment Flow Rate Data
	Cadent Gas Services Search
	Electricity Northwest Services Search
	SP Energy Networks Services Search
	Conditions and information regarding electricity mains
	SP Energy Networks Plant Affected Letter
	Plant Information Reply (Openreach)
	Enquiry Confirmation (LSBUD)
	United Utilities Maps for Safe Dig
	UXO Desktop Survey
	Public Safety Risk Assessment (PSRA)

- [redacted]

Document Reference	Document Title
[redacted]	Initial Environmental Assessment
	Culvert Screen Assessment Report
	Pre Construction Information (PCI)
	Topographical Survey DWG & PDF
	Catchment Flow Rate Data
	Cadent Gas Services Search
	Electricity Northwest Services Search
	Conditions and information regarding electricity mains
	Plant Information Reply (Openreach)
	Enquiry Confirmation (LSBUD)
	United Utilities Maps for Safe Dig
	UXO Desktop Survey
	Public Safety Risk Assessment (PSRA)

- [redacted]

Document Reference	Document Title

[redacted]	Initial Environmental Assessment
	Culvert Screen Assessment Report
	Pre Construction Information (PCI)
	Topographical Survey DWG & PDF
	Cadent Gas Services Search
	Electricity Northwest Services Search
	Conditions and information regarding electricity mains
	Plant Information Reply (Openreach)
	Enquiry Confirmation (LSBUD)
	United Utilities Maps for Safe Dig
	UXO Desktop Survey
	Public Safety Risk Assessment (PSRA)

- [redacted]

Document Reference	Document Title
[redacted]	Initial Environmental Assessment
	Water Framework Directive Assessment
	Pre Construction Information (PCI)
	Topographical Survey DWG & PDF
	Catchment Flow Rate Data
	Cadent Gas Services Search
	Electricity Northwest Services Search
	Lastmile Services Search
	ESP Utilities Group Services Search
	Conditions and information regarding electricity mains
	ESP Utilities Group Guidance Note
	Plant Information Reply (Openreach)
	Enquiry Confirmation (LSBUD)
	United Utilities Maps for Safe Dig
	UXO Desktop Survey

[redacted]	Public Safety Risk Assessment (PSRA)

The following information applies to all sites:

Document Reference	Document Title
Pre-Construction Management Tool - Allocated Deliverables	PCMT
LNR-JBAU-XX-KD-M3-C-0001-S3-P04-Revit_Model-2022	Example 3D model

Proposed sub-contractors

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

5.	[redacted]	
6.		