



# 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

|                           |                                                                                                                                                                                                                                                                       |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           |                                                                                                                                                                                                                                                                       |
| <b>A contract between</b> | <b>The Environment Agency</b><br><b>Horizon House</b><br><b>Deanery Road</b><br><b>Bristol</b><br><b>BS1 5AH</b>                                                                                                                                                      |
|                           |                                                                                                                                                                                                                                                                       |
| <b>And</b>                | <b>CPC Civils Ltd</b>                                                                                                                                                                                                                                                 |
|                           |                                                                                                                                                                                                                                                                       |
| <b>For</b>                | <b>River Birket RECON Works 24-26</b>                                                                                                                                                                                                                                 |
|                           | <b>Contract Forms</b> <ul style="list-style-type: none"> <li>- <b>Contract Data</b></li> <li>- <b>The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</b></li> <li>- <b>Price List</b></li> <li>- <b>Scope</b></li> <li>- <b>Site Information</b></li> </ul> |
|                           |                                                                                                                                                                                                                                                                       |

# Contract Data

## The *Client's* Contract Data

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | The <i>Client</i> is                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Name                                  | Environment Agency                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Address for communications            | Richard Fairclough House, Knutsford Road,<br>Latchford, Warrington, Cheshire, WA4 1HT                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Address for electronic communications |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| The <i>works</i> are                  | To undertake detailed design and construction works at the sites specified to bring the assets back to the required condition.                                                                                                                                                                                                                                                                                                                                                               |
|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| The <i>site</i> is                    | <p>The contract consists of multiple sites:</p> <ol style="list-style-type: none"><li>01318BIRK River Birket (embankment) Asset ID: 113494<br/>(National Grid Reference: SJ27789111)<br/>W3W: ///oval.lasted.kite</li><li>01318BIRK River Birket (embankment) Asset ID: 115051<br/>(National Grid: SJ2728291063<br/>W3W: ///demand.edge.clean</li><li>01318BIRK River Birket (embankment) Asset ID: 85222<br/>(National Grid Reference: SJ2742191082<br/>W3W: ///hardly.shop.plant</li></ol> |
|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| The <i>starting date</i> is           | 18/11/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| The <i>completion date</i> is         | 07/05/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                        |
| The <i>delay damages</i> are                                                                                                                                                                                                                                                                                                                                                                                                           | £56.99               | Per day                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                        |
| The <i>period</i> for reply is                                                                                                                                                                                                                                                                                                                                                                                                         | 2                    | weeks                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                        |
| The <i>defects date</i> is                                                                                                                                                                                                                                                                                                                                                                                                             | 52                   | weeks after Completion |
|                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                        |
| The <i>defects correction period</i> is                                                                                                                                                                                                                                                                                                                                                                                                | 4                    | weeks                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                        |
| The <i>assessment day</i> is                                                                                                                                                                                                                                                                                                                                                                                                           | the last working day | of each month          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                        |
| The <i>retention</i> is                                                                                                                                                                                                                                                                                                                                                                                                                | nil                  | %                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                        |
| The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply                                                                                                                                                                                                                                                                                                                                          |                      |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                        |                      |                        |
| The <i>Adjudicator</i> 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 <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> 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 <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to | The Contract Price |                               |

| The <i>Client</i> provides this insurance                                                                                                                                                                                                                                                                  | None                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Insurance Table                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                      |
| Event                                                                                                                                                                                                                                                                                                      | Cover                                                                                                                                                                                                                                                                                                                                                                                         | Cover provided until                                                                 |
| Loss of or damage to the <i>works</i>                                                                                                                                                                                                                                                                      | Replacement Cost                                                                                                                                                                                                                                                                                                                                                                              | The <i>Client's</i> certificate of Completion has been issued                        |
| Loss of or damage to Equipment, Plant and Materials                                                                                                                                                                                                                                                        | Replacement Cost                                                                                                                                                                                                                                                                                                                                                                              | The defects Certificate has been issued                                              |
| The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>                                                                                                                                                                      | Minimum Contract Price in respect of every claim without limit to the number of claims                                                                                                                                                                                                                                                                                                        | 6 years following Completion of the whole of the <i>works</i> or earlier termination |
| The <i>Adjudicator nominating body</i> is                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                      |
|                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                               | The Institution of Civil Engineers                                                   |
| The <i>tribunal</i> is                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                      |
|                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                               | litigation in the courts                                                             |
| The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                      |
| <b>Only enter details here if additional conditions are required.</b>                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                      |
| Z1.0                                                                                                                                                                                                                                                                                                       | Sub-contracting                                                                                                                                                                                                                                                                                                                                                                               |                                                                                      |
| Z1.1                                                                                                                                                                                                                                                                                                       | The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> 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 <i>Client</i> 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 <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> 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 <i>Client</i> and is not a compensation event.                                                                                                                                                                                                                                                          |                                                                                      |

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z3.0  | Confidentiality & Publicity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Z3.1  | The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Z4.0  | Correctness of Site Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Z4.1  | Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site 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 <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Z6.2  | The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Z6.3  | <p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>                                                                                                                                                                                                                                                                                                                                                                                          |
| Z6.4  | The <i>Contractor</i> 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  | <p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul> |
| Z8.0  | Framework Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Z8.1  | The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Z9.0  | Termination                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Z9.1  | <p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 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 <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Z110  | <p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>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</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>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.</p> |

# Contract Data

## The Contractor's Contract Data

|                                                |                              |      |
|------------------------------------------------|------------------------------|------|
|                                                |                              |      |
|                                                | The Contractor is            |      |
| Name                                           | CPC Civils Ltd               |      |
|                                                |                              |      |
| Address for communications                     | [REDACTED]                   |      |
|                                                |                              |      |
| [REDACTED]                                     | [REDACTED] net               |      |
|                                                |                              |      |
| The fee percentage is                          | 14.5%                        | %    |
|                                                |                              |      |
| The people rates are                           | EA AOMR Price Schedule Lot 1 |      |
|                                                |                              |      |
| category of person                             | unit                         | rate |
|                                                |                              |      |
|                                                |                              |      |
|                                                |                              |      |
|                                                |                              |      |
|                                                |                              |      |
|                                                |                              |      |
|                                                |                              |      |
|                                                |                              |      |
|                                                |                              |      |
| The published list of Equipment is             |                              |      |
|                                                |                              |      |
| The percentage for adjustment for Equipment is |                              |      |
|                                                |                              |      |



# 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 £140,934.58

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name

Position

Signature

Date

15/11/24

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

Signed on behalf of the Client

Name

Position

Programme Specialist – NW PCM

|           |                                                                                   |
|-----------|-----------------------------------------------------------------------------------|
| Signature |  |
|           |                                                                                   |
| Date      | 18/11/2024                                                                        |
|           |                                                                                   |

# Price List

Please note that breakdowns are expected to be provided, where highlighted

[illegible]

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |   |  |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---|--|--|
|     | <p>Engineer (£62.38/hr) + Vehicle (£110.90/day)<br/>39Hrs – 5 days</p> <p>Welfare – ECO unit – £263.35/day – 18days</p> <p>Container - £47.92/wk – 3.6wks</p> <p>Fuel Bowser - £14.51/day – 18days</p> <p>Site van - £166.35/day – 18 days</p> <p>Misc Welfare (Tea/coffee/water etc.) £50/wk – 3.6wks</p> <p>Road signs - £11.45/day – 18days</p> <p>Chains, lifting accessories - £17.18/day – 18days</p> <p>Plant/tools - £11.45/day – 18days</p> <p>Plant Consumables - £11.45/day – 18days</p> <p>Plant nappies/spill kits - £80.77</p> <p>Goal posts - £5.73/day – 18days</p> <p>Herras Fencing - £45.80/wk – 3.6wks</p> |     |   |  |  |
| 1.9 | <p>Mobilisation and Site set up <b>Provide breakdown of items included</b></p> <p>Site Agent (£62.38/hr) + Vehicle (£110.90/day) -15.6hrs</p> <p>Plant Op (£39.21/hr) – 15.6hrs</p> <p>Gen Op (£35.64/hr) – 31.2hrs</p> <p>2 tool gene. – (£55/day) – 2 days</p> <p>Exc 5t – 10t – (£290.56/day) – 2 days</p> <p>Dumper 5t-10t – (£261.72/day) – 2 days</p> <p>Transport Welfare - £385.00</p> <p>Transport Plant – £385.00</p> <p>Install CCTV - £385.00</p>                                                                                                                                                                  | Sum | 1 |  |  |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |   |  |  |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |   |  |  |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |   |  |  |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |   |  |  |
|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |   |  |  |

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Asset 85222 (W3W: ///hardly.shop.plant)

|                                |  |  |  |                    |  |
|--------------------------------|--|--|--|--------------------|--|
|                                |  |  |  |                    |  |
|                                |  |  |  |                    |  |
|                                |  |  |  |                    |  |
|                                |  |  |  |                    |  |
|                                |  |  |  |                    |  |
| <b>Completion</b>              |  |  |  |                    |  |
| 1.22                           |  |  |  |                    |  |
|                                |  |  |  |                    |  |
|                                |  |  |  |                    |  |
|                                |  |  |  |                    |  |
| <b>The total of the Prices</b> |  |  |  | <b>£140,934.58</b> |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| The method and rules used to compile the Price List are                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| Civil Engineering Standard Method of Measurement 4 <sup>th</sup> edition (CESMM4) as per the Framework Price Workbook.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| Clarifications & Assumptions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <ul style="list-style-type: none"> <li>Access to the work sites is free of charge and via dry, sound ground conditions allowing wheeled plant requiring no temporary works provision.</li> <li>No applications, permits or consents are required relating to footpath or highway closure/diversions, conservation area consents, TPO, TTRO and those related to any service.</li> <li>That the flow diversions can be carried out by bagged dams and flumed diversion pipework and that over-pumping is not required.</li> <li>We have allowed for a CCTV camera set up at a main plant compound area and for a security guard dog handler during the concrete pour and initial curing period for the concrete aprons.</li> <li>We have assumed that there is up to 10m of asbestos pipe to be removed, consisting of 4 lengths of 2.5m long, 400 – 450mm ID.</li> <li>That the asbestos pipe is not connected/affixed to any structures.</li> <li>No land access costs are applicable.</li> <li>A water vole survey is not required.</li> <li>In the event that the works or access become flooded and works are unable to continue that costs associated with delays to the programme, demobilization and remobilization are treated as a CE.</li> </ul> |  |



# Scope

## 1. Description of the works

### 1.1 Project background

- 1.1.1 It has been identified that a number of existing FCRM assets (*Client* assets) are below required condition and require reconditioning works. The *Contractor* is to carry out the works detailed in this Scope, including completing the design and construction works.
- 1.1.2 Works undertaken at the River Birkett, Leasowe in 2023/24 uncovered asbestos pipes at two separate locations (Asset ID: 115051 and 85222), just under the surface of the embankment between the outfall and the watercourse. Additionally, erosion to the embankment between the outfall and the river has occurred at multiple locations (Asset ID: 115051, 85222 & 113494). Previous soft engineering approaches such as French Drains, and the necessary tracking of machinery over the assets by the Asset Maintenance Teams, have failed to prevent the ground from washing out. Unusually high flows have exacerbated this situation. Therefore, an alternative approach is needed.

### 1.2 Description of the works

- 1.2.1 The *Client* has identified a need for detailed design and construction works for the FCRM assets to be carried out.
- 1.2.2 The outcome of the proposed works is to ensure the assets are effective at managing the flow of water from the outfall to the river. The assets must be accessible to the Field Team and allow for the required maintenance activities. To achieve this, the following outputs are proposed:

**1.2.3 01318BIRK River Birket (embankment) Asset ID: 113494 (National Grid Reference: SJ27789111) W3W: ///oval.lasted.kite)**

- Reinstate the eroded section of the embankment between the outfall and the watercourse with appropriate fill and cover. Future maintenance requirements of the asset maintenance teams - such as the weight and dimensions of the machinery used - will impact the design and choice of materials for this repair.

**1.2.4 01318BIRK River Birket (embankment) Asset ID: 115051 (National Grid Reference: SJ2728291063 W3W: ///demand.edge.clean)**

- Remove and dispose of the existing asbestos pipe.
- Reinstate the eroded section of the embankment between the outfall and the watercourse with appropriate fill and cover. Future maintenance requirements of the asset maintenance teams - such as the weight and dimensions of the machinery used - will impact the design and choice of materials for this repair.

1.2.5 01318BIRK River Birket (embankment) Asset ID: 85222 (National Grid Reference: SJ2736391077 [W3W: //hardly.shop.plant](http://hardly.shop.plant))

- Remove and dispose of the existing asbestos pipe.
- Reinstate the eroded section of the embankment between the outfall and the watercourse with appropriate fill and cover. Future maintenance requirements of the asset maintenance teams - such as the weight and dimensions of the machinery used - will impact the design and choice of materials for this repair.

### 1.3 Contractor's design

- 1.3.1 The *Contractor* will produce detailed designs for the proposed works at all three locations and submit these to the *Client* for acceptance.
- 1.3.2 The *Contractor* will take complete design responsibility and liability for any designs produced, including any temporary works.
- 1.3.3 The *Contractor* will take complete design responsibility and liability for any design drawings and design information issued by the *Client*. The *Client* retains no design liability or responsibility for design information provided in Section 2.
- 1.3.4 The *Contractor* will be responsible for any checks and verification of all existing design information.
- 1.3.5 The *Contractor* will ensure all designs comply with the specifications listed in section 3.
- 1.3.6 The *Contractor* will be liable for any buildability issues that arise on site. The *Client* will retain no design liability or responsibility for any designs.
- 1.3.7 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.
- 1.3.8 The *Contractor* will support the *Client* to produce the efficiency report tool (cert) to capture any efficiencies.
- 1.3.9 The *Contractor* will provide input to the *Client's* digital information maturity assessment tool (DMAT).
- 1.3.10 The *Contractor* shall agree a schedule of design submissions with the *Client* and this is to be incorporated into the programme.
- 1.3.11 The *Contractor* will be responsible for the production of all necessary Construction Design and Management Regulations 2015 (CDM) documentation for each site in accordance with the pre-construction management tool (PCMT). An example PCMT will be issued to the contractor. The CDM deliverables are listed within the PCMT and include designer risk assessments, hazard plans, rag list, buildability statements, Operation and Maintenance statement, and construction phase plan.
- 1.3.12 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 are necessary to complete the *works*, in accordance with the Constructing a Better Environment: Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP), and as quantified and priced in the Framework Pricing Workbook.

#### **1.5 Access to the Site**

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

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

- 1.6.1 The *Contractor* will ensure that access is maintained to any properties and public buildings which are located within or immediately adjacent to the site. This will include access for operation and maintenance of any assets owned by Others.
- 1.6.2 The *Contractor* shall ensure safe pedestrian access is maintained where necessary and provide safe footpath diversionary routes as necessary.
- 1.6.3 The *Contractor* shall maintain access roads to a suitable and safe standard.
- 1.6.4 The *Contractor* shall cooperate with affected residents, landowners and businesses to enable efficient execution of the *works* with minimal disturbance to the local community and Stakeholders.
- 1.6.5 The *Contractor* shall co-ordinate the *works* and access to the *works* with any Stakeholders to minimise disruption and ensure the *works* can be carried out efficiently.
- 1.6.6 The *Contractor* shall liaise with all the relevant Statutory Authorities and obtain all licenses, consents or permits required to deliver the *works*.
- 1.6.7 The *Contractor* shall notify the *Client* of all Stakeholder requests for meetings so that the *Client* has the option to attend or send a representative.
- 1.6.8 The *Contractor* shall record all complaints and compliments relating to the *works*. Where complaints and compliments may bring 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. 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* must obtain written approval from the *Client* before sharing any content related to the undertaking of the *works*, including but not limited to, social media posts, case studies and company advertising.

#### **1.7 Management of the Works**



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

1.7.2. The *Contractor*:

- a. Will attend a prestart meeting for each site with the *Client* prior to commencing the design phase. The *Contractor's* designer is to be in attendance.
- b. Will facilitate and attend an on-site meeting every two weeks with the *Client* or *Client* representatives during the construction phase.
- c. 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. If any design works are being carried out, the *Contractor's* designer is required to attend these meetings. This meeting will cover the pre-construction and construction phase, but during the construction phase it might alternate between this Microsoft Teams meeting and the on-site meeting outlined in 1.7.2 (b) above.
- d. Will attend each monthly progress meeting. These will be held during the first full week of each month and will replace the usual weekly progress meeting. They will be held online using Microsoft Teams, with the *Client* or *Client* representatives.
- e. Will facilitate and attend site walkovers as requested by the *Client*.
- f. Will attend Early Warning meetings as requested by either Party. This meeting can be accommodated in the weekly progress meetings outlined 1.7.2 (c) and 1.7.2 (d).
- g. 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 each monthly progress meeting. This report will:

- a. Highlight the progress achieved since the last programme submission,
- b. Explain any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- c. Explain what actions are being implemented to mitigate any delay,
- d. State the expected date when the *Contractor* forecasts to complete the *works* compared to the contract Completion Date,
- e. Detail any lost days due to weather,
- f. Summarise the latest commercial position with details of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, and the forecast of the Prices.
- g. Include site photos of progress achieved since the previous progress report.
- h. Capture the progress at all of the sites.
- i. Detail 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* will:

- a. Share any documents with the *Client* using Asite.
- b. Produce monthly financial updates and forecasts. Monthly financial updates and forecasts must 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.
- c. Provide environmental toolbox talks to all employees and Subcontractors and will include but not be limited to: sensitivities of the Site, pollution prevention, environmental awareness, what to do in the event of finding archaeological artefacts, protected species (including examples relevant to Site), contaminated ground and invasive species and key actions from the Flood Contingency Plan.
- d. Be responsible for identifying any existing services that will be impacted by the *works*.
- e. Be responsible for installing protection to existing services, where necessary.
- f. Be responsible for liaising with utility service providers and/or asset owners to facilitate any proving, testing, spiking and where necessary, diversions. This includes any private supplies owned by the *Client*.
- g. Be responsible for carrying out any electrical surveys on the *Clients'* private supplies including any mechanical and electrical infrastructure necessary to carry out the works.
- h. Manage the *works* to ensure compliance with the *Client's* Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) (LIT 16559)
- i. 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. The *Client* will initiate and manage all communications with stakeholders whose land, property or business are affected by the *works*.
- j. Prepare Public Safety Risk Assessments (PSRA) to cover both the construction period and the period following completion of the *works* (in the *Client's* standard format). The *Contractor* will arrange a joint inspection with the *Client* when undertaking the Public Safety Risk Assessment prior to commencement and following completion.
- k. 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. The *Contractor* shall allow 2 weeks for the review period.
- l. Comply with the *Clients* Information Delivery Plan (IDP)
- m. Be responsible for developing an appropriate '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. Where appropriate, the FCP will also include an on-site emergency action plan in the event of a 'severe' flood 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. Where an FCP is deemed unnecessary, the *Contractor* will

provide a written record of the decision, along with supporting information, to the *Client* for acceptance prior to commencing work on site.

- n. Produce an Environmental Action Plan (EAP) and submit it to the *Client* for acceptance.
- o. Carry out the *works* in accordance with the EAP.

### **1.8 Weather Measurements**

- 1.8.1 The place where weather is to be recorded (<https://www.metoffice.gov.uk/>):  
Moreton Weather (Met Office Ref: 24009402)
- 1.8.2 If any of the sites above are unavailable, the *Contractor* is responsible for finding the nearest site on <https://www.metoffice.gov.uk/>
- 1.8.3 The weather measurements are to be supplied by The Met Office and be obtained by the Contractor.

### **1.9 Quality Management**

- 1.9.1. Where requested and where practicable, the *Contractor* is to provide samples of finished works or components of finished works 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 (where appropriate):
  - a. Management and resourcing the *works* to ensure compliance with the Scope.
  - b. Samples of Plant and Materials and workmanship.
  - c. Compliance with recognised good practice and industry standard regulations.
  - d. Compliance with manufacturers recommendations.
  - e. Ordering and supply of Plant and Materials.
  - f. Handling, storing and fixing of materials.
  - g. Storage of Plant and Materials.
  - h. Instrumentation and tools.
  - i. Method statements required by this contract.
  - j. Tests and inspections.
  - k. Defect Elimination Strategy.
  - l. Competence of site staff.
  - m. 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 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 recent 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* shall obtain 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.
- 1.10.2. The *Client* will be responsible for serving notice on the relevant landowners, in accordance with the Resources and Land Drainage Act, a minimum of two weeks in advance of the Contractor's intended entry on to Site.
- 1.10.3. To enable the *Client* to prepare the Notice of Entry, the *Contractor* shall provide the following information no later than four weeks prior to access being required:
- Final marked up plan of the proposed site, compounds and access requirements.
  - Duration of the works and entry requirements.
  - Outline methodology of the works to be undertaken.

- 1.10.4. The *Contractor* shall maintain close liaison with the *Client* with respect to ensuring all necessary landowner agreements and notices are in place prior to entry onto Site.
- 1.10.5. The *Contractor* will notify in writing their intended start date and allow two weeks for the *Client* to provide access.

### **1.11 Health, Safety & Environment**

- 1.11.1 The *Contractor* will comply with the *Client's* Safety Health Environment and Wellbeing Code of Practice (SHEW CoP) when delivering the *works*.
- 1.11.2 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* will carry out the role of Principal Contractor and Designer under the Regulations.
- 1.11.3 The *Contractor* will be responsible for the production of all CDM documentation for each site in accordance with the Pre-Construction Management Tool (PCMT). An example PCMT will be issued to the *Contractor*.
- 1.11.4 The works at each site will only commence once the *Client's* PCMT process has been satisfied and the status set to 'go'. The *Client* will confirm in writing to the *Contractor* that site works can commence following the conclusion of this process.
- 1.11.5 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) for each activity or groups of activities detailing how they will provide the *works* and submit these to the *Client* for comment. Submission dates for any RAMS are to be included in the programme.
- 1.11.6 The *Contractor* 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 prepare the Health & Safety file.
- 1.11.8 The *Contractor* will attend Health & Safety meetings when required.
- 1.11.9 The *Contractor* will comply with all current Health and Safety Legislation, Regulations and Codes of Practice.
- 1.11.10 The *Contractor* will ensure the safety of the public at all times during the execution of any operations related to the *works*.
- 1.11.11 The *Contractor* will ensure that all parties under any sub-contracted works execute their works in accordance with items 1.11.1 to 1.11.1.

### **1.12 Procurement of subcontractors**

- 1.12.1 In accordance with Schedule 7 Clause 2.1.3, the *Contractor* shall use sustainability, quality and price criteria when selecting *subcontractors*. Evidence of how this was undertaken is to be retained and made available to the *Client* if required.
- 1.12.2 In accordance with Schedule 7 Clause 2.1.6, the *Contractor* shall ensure that supply chain opportunities are inclusive and accessible to Small and Medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.



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

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

### **1.13 Title, Marking and Materials from Excavation and Demolition**

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

1.13.2 The *Contractor* will be responsible for all arisings and materials generated from excavation and demolition works.

### **1.14 Completion**

1.14.1 Prior to Completion the *Contractor* shall arrange a joint inspection with the *Client* for each site. The initial inspection shall take place a minimum of one week in advance of Completion. Completion is achieved and certified for each site only when the *works* have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The *Client* will be responsible for making the initial judgement following the joint inspection.

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

- a. The *Contractor* will complete the whole of the works.
- b. The *Contractor* will ensure no Defects exist that prevent safe access and operation by the Client.
- c. The *Contractor* will ensure no Defects exist that present a health and safety hazard to the public.
- d. The *Contractor* shall return the working areas, access and any other areas affected by the *works*, to a condition not inferior to that which existed prior to the construction works.
- e. The *Contractor* will remove all construction waste and debris from site.
- f. The *Contractor* will remove all site perimeter fencing, temporary works, materials storage and waste from site.
- g. All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

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

- a. The *Contractor* will provide an electronic copy of the completed Health and Safety File to the Client for acceptance. The *Contractor* will be responsible for ensuring sufficient information has provided within the Health and Safety File to achieve acceptance by the *Client* and Principal Designer. The *Contractor* will use the *Client's* template for producing the Health and Safety File.

- b. The *Contractor* will update the construction drawings to as-built status and ensure the drawings are an accurate reflection of the works carried out. The *Contractor* will issue the as-built drawings to the *Client* for acceptance and allow two weeks for this review period.
- c. The *Contractor* will provide an electronic copy of the Operating and Maintenance Manuals to the *Client*.
- d. The *Contractor* will complete a Public Safety Risk Assessment (PSRA) on the completed works and issue it to the *Client* for acceptance.
- e. The *Contractor* will facilitate any training and/or familiarisation needed by the *Client's* operations staff for each site.
- f. The *Contractor* will transfer all Building Information Modelling (BIM) to the *Client* via Asite.
- g. 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.
- h. The *Contractor* will complete the final Carbon Calculator and Carbon Appendix.

## **1.15 ACCOUNTS AND RECORDS**

- 1.15.1 The *Contractor's* application for payment shall be submitted on FastDraft and supported by a breakdown of the *works* for which payment is due in the format provided in the Price List, including any implemented Compensation Events.
- 1.15.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*).
- 1.15.3 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.
  - [apinvoices-env-u@gov.sscl.com](mailto:apinvoices-env-u@gov.sscl.com) and
  - [ea\\_invoices-pa@environment-agency.gov.uk](mailto:ea_invoices-pa@environment-agency.gov.uk)
- 1.15.4 Applications for payment must include subcontractor and supplier cost statements.

## **1.16 SITE PROGRESS MEETINGS**

- 1.16.1 Frequency: once every two weeks, in person, for each live site
- 1.16.2 Location: At each 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* will be 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 over pumping, working platforms and cofferdams.
- 1.17.4 Once the *Contractor* has taken temporary possession of the site to deliver the *works*, the *Contractor* will be responsible for the following:
- a. Ensuring flows within the channel (in the work area), are managed sufficiently, for example by over pumping so that the channel flows do not present a flood risk. This will include, but not be limited to, monitoring of channel levels and over pumping performance, ensuring any pumps are in good working order and are fully operational during, and outside of, working hours.
  - b. Ensuring that the channel (in the work area) does not become blocked or partially blocked with debris. The *Contractor* will be responsible for the removal and disposal of the debris.
  - c. Where necessary, the *Contractor* will maintain the existing level of flood protection during the *works* at each site, for example by using temporary works.
- 1.17.5 The *Client* will be responsible for producing and submitting the Schedule 8 form which facilitates communication with the *Client's* Flood Warning Officers regarding forecasted rainfall and weather events. The *Contractor* shall ensure the appropriate contacts details are given for each site and that alternative contacts are also given should key site personnel be unavailable.
- 1.17.6 As part of the PCMT process, the *Contractor* will carry out Ground Penetration Surveys at each site prior to mobilisation.
- 1.17.7 The *Contractor* shall ensure there is no unauthorised entry into site.
- 1.17.8 The *Contractor* shall provide a Traffic Management Plan (TMP) for the sites.
- 1.17.9 The *Contractor* shall provide a Site Waste Management Plan (SWMP) which captures each site.
- 1.17.10 The *Contractor* shall remove all waste from site, including hazardous material, at the earliest opportunity using licensed carriers to a licensed recycling or disposal facility. The *Contractor* must 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* shall be cognisant of the environmentally sensitive nature of the sites, the risk from inclement weather and the risk of contamination if stockpiled hazardous material leach into the surrounding area. Hazardous waste is to be removed from site at the earliest opportunity by the Contractor.
- 1.17.12 The *Contractor* shall reuse site won material where possible, ensuring compliance with the engineering and chemical characteristics detailed in the proposed design and the associated specification.
- 1.17.13 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* shall carry out Invasive Non-Native Species (INNS) surveys at each site. The surveys must identify the presence or absence of any INNS and will



include any areas impacted by the *works*, such as the work area, compound and access routes.

- 1.17.15 The *Contractor* shall carry out surveys of protected species, such as bats, water voles and otters, where required.
- 1.17.16 The *Contractor* shall carry out any ecological surveys, including nesting bird checks.
- 1.17.17 The *Contractor* shall determine the most appropriate location for each site compound and access.
- 1.17.18 The *Contractor* will adhere to the *Clients* Check, Clean Dry process as noted in the SHEW CoP.
- 1.17.19 The *Contractor* shall where necessary provide suitable protection to any existing *Client* or third-party assets, surrounding utility infrastructure, protected trees and any other miscellaneous items to ensure the *works* do not cause any damage.
- 1.17.20 Any survey station which is damaged or dislodged during the *works* shall be re-installed by the *Contractor*. The *Contractor* shall inform the *Client* of any survey stations that need to be removed to allow the new position to be agreed.
- 1.17.21 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.
- 1.17.22 The *Contractor* shall be responsible for any tree and vegetation clearance required to carry out the *works*.
- 1.17.23 The *Contractor* shall replace any trees that are removed during the works using a 5:1 ratio.
- 1.17.24 The *Contractor* shall provide protection for the installed *works*, where required. Defects and any other damage and imperfections must be corrected prior to Completion. The *Contractor* shall ensure the *works* are in an acceptable condition for inspection and acceptance by the *Client*.
- 1.17.25 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*.
- 1.17.26 The *Contractor* will prepare and submit an interpretive technical note relating to this and all other site investigations.
- 1.17.27 The *Contractor* shall ensure that during construction works the noise and vibration created does not exceed limits stipulated in the "Noise at Work Regulations" and the Environment Agency's Minimum Technical Requirements. Any proposed departures from the Minimum Technical Requirements for noise must be submitted for acceptance prior to providing the associated method statement.
- 1.17.28 The *Contractor* shall ensure that the correct signage is in place for the *works*. The *Client* can provide promotional signage for works at locations that are clearly visible to the public.

## **1.18 CARBON**

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

- 1.18.2 The *Client* will issue Carbon Modelling Tool (LIT 14605) to the *Contractor* which captures each site.
- 1.18.3 The *Contractor* will complete the Carbon Calculator (LIT 14604) on completion of the delivery phase to capture all carbon data from the detailed design and delivery phase and submit it to the *Client* for verification.
- 1.18.4 The *Contractor* shall produce a Carbon Appendix, once the LIT14604 has been verified, and issue it to the *Client* for acceptance.

### 1.19 Specific Site Constraints

- 1.19.1 The largest machine used by the asset maintenance team at 01318BIRK River Birket (embankment) Asset ID: 115051 (National Grid: SJ2728291063, W3W: ///demand.edge.clean) is a Robo Mower and is approximately 1.31m wide, 1.96m long, and 1.12m high. Assume the Robo Mower is approximately 2 tonnes in weight.
- 1.19.2 The largest machine used by the field teams at 01318BIRK River Birket (embankment) Asset ID: 85222 (National Grid Reference: SJ2736391077, W3W: ///harder.kinks.fats) is a Case 130 excavator and is approximately, 15 tonne, 2.85m wide, 10.4m long, and 4.95m high.
- 1.19.3 The largest machine used by the asset maintenance team at 01318BIRK River Birket (embankment) Asset ID: 113494 (National Grid Reference: SJ27789111, W3W: ///oval.lasted.kite) is a Case 130 excavator and is approximately, 15 tonne, 2.85m wide, 10.4m long, and 4.95m high.

## 2. Drawings

| Drawing Number | Revision | Title |
|----------------|----------|-------|
|                |          |       |
|                |          |       |

## 3. Specifications

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



|                                                                                                                       |                      |     |
|-----------------------------------------------------------------------------------------------------------------------|----------------------|-----|
| Exchange Information Requirements (LIT 17641)                                                                         | December 2022        |     |
| LIT 16559 - Constructing a Better Environment Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) | September 2023       | Yes |
| Construction Design Regulations (CDM) 2015                                                                            |                      | Yes |
| Lot 1 – Spec Supplementary clauses – General                                                                          | June 2018            |     |
| Lot 1 & Lot 3 – Supply Chain Passport Template                                                                        | March 2024           |     |
| Civil Engineering Specification for the Water Industry 7th Edition                                                    | March 2011           | Yes |
| LIT 11682 – Intellectual Property Policy.docx                                                                         | Jan 2024 – V.3       |     |
| LIT 12674 – Ensuring intellectual property rights ownership through contracts                                         | Jan 2022 – V.2       |     |
| LIT 12516 – Buried services survey specification                                                                      | March 2020 – V.2     |     |
| LIT 18749 – National Standard Technical Specifications for Surveying Services                                         | March 2023 – V. 5.01 |     |

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

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

4.2 All communications from the *Contractor* to the *Client* shall be sent to **[Leo Batty]**.

##### 4.3 Protection against Damage

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

4.3.2 The works on site shall not commence until 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 the conclusion of this process.

4.3.3 The PCMT deliverables must 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).

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

- 4.3.5 In order to assess the extent of *work*, the *Contractor* shall visit the site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.
- 4.3.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.
- 4.3.7 Details of the access routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing his quotation.
- 4.3.8 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor's* programme, proposed access routes and method statements. Compensation claims incurred due to the *Contractor's* failure to comply with its programme, access routes and/or method statements will be passed on to the *Contractor*.
- 4.3.9 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.
- 4.3.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, 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 must be reported directly to the *Client*.
- 4.3.11 A key, which must be returned on completion of the *works*, will be provided as necessary to allow access through the *Client's* gates.
- 4.3.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client* and notify an early warning.
- 4.3.13 Fourteen (14) working days' notice of commencement of *works* shall be given to the *Client*.
- 4.3.14 Two (2) working days' notice must be given to the *Client* in advance of completion of the *works*.
- 4.3.15 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.
- 4.3.16 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.
- 4.3.17 The *Client* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. Any emergency procedures shall be carried out by a competent employee of the *Contractor*.

4.3.18 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. These shall be made available to the *Client's* Project Manager upon request.

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

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

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

#### **4.4 Choice of Equipment**

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

4.4.2 The *Contractor* shall ensure that all plant is properly maintained.

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

#### **4.5 Permits**

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

#### **4.6 Working times**

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

#### **4.7 Design Submissions**

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

- a. The *Contractor* shall submit designs [including any temporary works designs] to the *Client* for review. Two weeks will be allowed for this review by the *Client*.
- b. On completion of the 2 week review period the *Contractor* and their Designer will attend one design review meeting in person with the *Client*, for each site.
- c. The *Contractor* will carry out any design changes requested during steps 1. and 2. which will be captured in a design log. The *Client* will be responsible for maintaining the design log. Any design changes are to be completed within two weeks or as otherwise agree with the *Client*.
- d. The *Contractor* shall submit completed detailed design drawings at 'Construction Issue' status to the *Client* for acceptance.

#### **4.8 Additional Constraints**

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

4.8.2 The *Contractor*, although supplied with all known service information available to the *Client*, must demonstrate relevant due diligence when excavating/ breaking ground.



The *Contractor* will be responsible for all excavations and 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 is 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) compliant, the *Contractor* shall ensure ongoing compliance for the temporary diversions.
- 4.8.5 The *Contractor* will be responsible for identifying and securing a suitable site compound for the site.
- 4.8.6 The *Contractor* may publicise information about the *works*, provided that the *Client* has agreed in writing following a review of the proposed publication.
- 4.8.7 The *Contractor* shall take all possible steps to eliminate, offset or reduce its carbon output.
- 4.8.8 The *Contractor* shall be responsible for any claims associated with flooding which have been incurred as a result of negligence by the *Contractor*. For the avoidance of doubt, negligence shall mean failure to maintain flood protection measures and/or other omissions by the *Contractor*.
- 4.8.9 All site fencing/hoarding must be constructed by the *Contractor* as per the associated temporary works design and maintained and inspected on a regular basis by the *Contractor*.
- 4.8.10 The *Contractor* will adhere to any environmental constraints including in-channel working seasonal restrictions, ecological constraints/survey requirements and environmental designations (e.g. Sites of Special Scientific Interest) that have been identified in the PCI document.
- 4.8.11 The *Contractor* must consider Public and Operational Safety in all designs and make every effort during the planning and management of activities to reduce the impact on the public and comply with the requirements of the 'Considerate Constructors Scheme' 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 manner 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 as to 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* shall liaise with the *Client* and the adjacent landowners prior to the commencement of any *works*.

## 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 it 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 needing 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 subcontractors,
  - 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), and
  - 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* shall notify 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:

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

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

| Item                                                                                                                                                                                                                                                           | Date by which it will be provided             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Notice of Entries for the site, compound, and access routes.                                                                                                                                                                                                   | At least 14 days prior to works commencement. |
| Statutory Utility Drawings – Included in the Site Information. The <i>Client</i> will provide an updated copy of the utility drawings for each site at Contract Award. The <i>Contractor</i> is responsible for obtaining updated utility drawings thereafter. | Contract Award                                |
| Hazard Map                                                                                                                                                                                                                                                     | Supplied with PCI document                    |
| Fastdraft Access                                                                                                                                                                                                                                               | Starting date                                 |
| Asite Access                                                                                                                                                                                                                                                   | Starting date                                 |

## Site Information

All site information for the sites are listed in the following table:

| Document Reference                                        | Document Title                                       |
|-----------------------------------------------------------|------------------------------------------------------|
| Pre-Construction Management Tool - Allocated Deliverables | PCMT Template (Applies to all sites in this package) |
|                                                           | Pre-construction Information (PCI)                   |
| Contained within PCI                                      | Hazard Map                                           |
| Contained within PCI                                      | Land Registry Titles                                 |
| 34350407_CadentGas                                        | Cadent Gas Services Search                           |
| 34350407_SP_Energy_Networks                               | SP Energy Networks                                   |

|                                          |                                          |
|------------------------------------------|------------------------------------------|
| BGU14074I-20240809T148                   | Plant Information Reply (Openreach)      |
| DJR14065X-20240809T147                   | Plant Information Reply (Openreach)      |
| LSBUD-240809-34350407                    | Enquiry Confirmation (LSBUD)             |
| River Birket UU                          | United Utilities Maps for Safe Dig       |
| SP Energy Networks Plant Affected Letter | SP Energy Networks Plant Affected Letter |
| 327648-391204_09082024                   | UXO                                      |

## Proposed sub-contractors

|    | Name and address of proposed subcontractor                                                                        | Nature and extent of work                                     |
|----|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 1. | JBA Consulting<br>Warrington Office<br>Form of Contract: NEC4<br>Professional Services Subcontract                | Environmental/Ecological Services<br>Design – Permanent Works |
| 2. | Warburton Services Ltd. 11<br>Arbutus Close, Nottingham,<br>NG11 8SQ<br><br>Form of Contract: NEC4<br>Subcontract | Asbestos Removal & Disposal                                   |
| 3. | Form of Contract:                                                                                                 |                                                               |
| 4. | Form of Contract:                                                                                                 |                                                               |