

Short Contract

A contract between Ribble Catchment Conservation Trust Ltd (trading as Ribble Rivers Trust)

and

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.....
.....

for The construction design & build of a rock ramp fish pass at a weir adjacent to Pottery Terrace, Wigan

| Contents | Page |
|----------------------------------|-------------|
| Contract Forms | |
| Contract Data | 2 |
| The <i>Contractor's</i> Offer | 4 |
| The <i>Employer's</i> Acceptance | 4 |
| Price List | 5 |
| Works Information | 6 |
| Site Information | 9 |
| Conditions of Contract | CC1 |

Contract Data

The Employer is
Name Ribble Catchment Conservation Trust Ltd.
Address c/o Hanson Cement, Ribblesdale Works, Clitheroe, Lancashire, BB7 4QF
Telephone 01200 444452
E-mail address adam.wheeler@ribbletrust.com

The works are The construction of a rock ramp type fish pass on the River Douglas

The site is Pottery Terrace Weir (PTW)

The starting date is 20th May 2021

The completion date is 30th September 2022

The period for reply is 4 weeks.

The defects date is 52 weeks after Completion.

The defect correction period is 4 weeks.

The delay damages are n/a per day.

The assessment day is the Last working day of each month.

The retention is 5 %.

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply? Yes / ~~No~~ (delete as appropriate)

The Adjudicator is

Name To be selected by the President of the Institute of Civil Engineers

Address

Telephone Fax

E-mail address

Contract Data

The interest rate on late payment is 2% above Bank of England base rate per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's*

property in excess of £500,000 for any one event.

The *Employer* provides this insurance None

The minimum amount of cover for the third insurance stated in the Insurance Table is £5,000,000

The *Adjudicator nominating body* is The President of the Institute of Civil Engineers

The *tribunal* is Litigation in the civil courts
N/A

If the *tribunal* is arbitration, the arbitration procedure is

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

Z1.0 The *Contractor* submits the name of each proposed Subcontractor to the *Employer* for acceptance. A reason for not accepting the Subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed Subcontractor until the *Employer* has accepted them.

Z2.0 The *Contractor* shall keep the *Employer* indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landowner's interest in the Land and loss of amenity of the Land) suffered or incurred in connection with or arising from any breach of this Agreement, or negligent act or omission of the contractor or their respective workers, sub-contractors or agents or any other person on the Land with the authority of any of them.

Condition 60.1 (10) of the engineering and short contract is removed in its entirety and replaced by:

Z3.0 The *Contractor* is prevented by weather from carrying out all work on the *site* for periods of time, each at least one full working day, which are in total more than 50% of the total number of days between the *starting date* and the *completion date*. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account.

Contract Data

The Contractor's Offer

The Contractor is

Name

Address

.....

Telephone Fax

E-mail address

The percentage for overheads and profit added to the Defined Cost for people is %.

The percentage for overheads and profit added to other Defined Cost is %.

The Contractor offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name

Position

Signature Date

The Employer's Acceptance

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

Signed on behalf of the Employer

Name

Position

Signature Date

Contract Data

Price List

| |
|--|
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| Item number | Description | Unit | Quantity | Rate | Price |
|--------------------------------|---|------|----------|------|-------|
| 1 | Construction Design | | | | |
| 2 | Flood Risk Assessment | | | | |
| 3 | Site Setup / Preliminaries | | | | |
| 4 | Flow diversion (incl. removal) | | | | |
| 5 | Repairs to concrete joint of the channel wall | | | | |
| 6 | Construction of fish pass (materials) | | | | |
| 7 | Construction of fish pass (labour) | | | | |
| 8 | Construction of fish pass (plant) | | | | |
| 9 | Disposal of Excavated material | | | | |
| 10 | Demobilisation & site restoration | | | | |
| 11 | Provision and installation of A2 interpretation panel | | | | |
| The total of the Prices | | | | | |

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Contract Data

Works Information

1 Description of the works

1.1 General

The works are to construct a rock-ramp type fish pass at the weir on the River Douglas. This will be achieved by excavating into the existing weir face to form a partial channel ramp with retaining walls and a central low flow channel to below the crest of the existing structure.

The *Contractor* shall provide the works in a manner that contributes positively to the Ribble Catchment Conservation Trust's primary aim.

Primary Aim:

To protect and enhance the riverine environment and to allow free passage of fish within rivers and streams.

1.2 Project Details

1.2.1 *Description of the Works*

The works are required to construct a rock ramp type fish pass at a weir on the River Douglas. The weir itself is a concrete sloped weir within a concrete lined channel. The barrier is considered to be a significant barrier to fish migration, especially those with a poor swimming/leaping ability. The rock-ramp will be constructed partial width of the channel and up to below the crest of the weir, enabling fish to swim up and over the structure. The rock ramp will have a rough surface to create a turbulent flow. It will include a central low-flow channel to enable fish passage in low flow conditions and resting pool.

The Employer's key success criteria for this scheme are:

- Creating a rock ramp which allows efficient passage of fish from downstream of the weir to the channel upstream, that is constructed such that it will withstand high flow events.
- Minimum disturbance to wildlife and no negative impacts on the water quality of the River Douglas.
- Safe and timely completion of the proposed works.
- Minimum disturbance to the general public, local residents and businesses.
- Restoration of the site and access routes to the pre-works standard following completion.
- No damage to the landowners property

1.2.2 *Principal Features of the Works*

The principal features of the works are:

- Safe diversion of water around the works site.
- Construction of a rock-ramp to facilitate fish passage at Pottery Terrace Weir

- Construction such that the structure remains in situ and passable to fish following high flow events.
- Leaving the newly constructed fish easement in a neat, tidy and environmentally stable condition, and surrounding land and property (including access routes) in the same condition as pre-works.

1.2.3 Construction (Design and Management) regulations 2015

The project will fall under the requirements of the CDM regulations, however the need to notify the Health and Safety Executive will be reviewed once the *Contractor's* programme of works has been received. The *Client* shall assume the role of *Principal Designer* under the regulations. The *Contractor* shall assume the role of *Principal Contractor* and must provide method statements and risk assessments for each of the items on the price list.

1.2.4 Access and Position of the Works

1. Access to the structure - please see Site Access map (OURD-PTW12-Site Access).
3. Position of works is as shown on outline design drawing (OURD-PTW3-Outline Design).

1.3 Specification

1.3.1 Design Standards and Construction Specification

The Contractor shall build the fish easement to the specification as set out on outline design drawings (OURD-PTW3-Outline Design) The works shall not deviate from these plans without prior written approval and should also conform to appropriate British or European Standards.

Additional specification shall be the 'Civil Engineering Specification for the Water Industry 7th Edition' (CESWI 7), published by UK Water Industry Research Ltd in March 2011 and supplemented by the Clauses in this document. Insofar as any clause in this document may conflict or be inconsistent with any provision of CESWI 7 the clauses in this document always prevail.

The Specification in CESWI 7 is amended as described in Section 3 of this document.

The scheme shall not detrimentally affect the stability or standard of flood protection provided by the existing fluvial defenses and riverbanks.

Structures must be stable at all water levels.

The Contractor shall agree any alternative design with the Project Manager, who will in cooperation with the contractor subsequently secure permissions from the Planning Authority and local residents and landowners. Alternative designs will be scrutinised in respect of any change of impact on upstream and downstream river levels and any changes in flood flow velocities. An Alternative Design includes any change to concept, line, level, or finish.

The Contractor shall be deemed to have visited and examined the site and its surroundings prior to the submission of his Tender, and indicated on the local condition form enclosed, that should be returned with the tender submission.

1.3.2 Site Extent and Limitations on use

Extent of the Site

1. The extent of the site is shown on the site access and plan (OURD-PTW12-Site Access and OURD-PTW27-Site Plan).

Limitations on use of the Site

2. For provision of the works

1.3.3 Contract Drawings

A list of contract drawings is available in Section 2 of this document.

1.3.4 Programme of Works

The Contractor shall submit a programme with the tender return, and any revisions as early as possible within the 14 days following the award of the Contract.

The Contractor shall provide the programme of Works in the form of a bar or Gantt chart. It shall show the level of detail appropriate to each stage of the works and all activities and restraints, each of which shall be given a short title. All events shall be numbered and annotated with earliest and latest events dates.

1.3.5 Accommodation for the Supervisor and Project Manager

The Contractor shall provide and erect, where directed, a suitable office for the use of the Supervisor, Project Manager and their staff. The offices should be of sufficient size for the supervisor and contractor staff to carry out necessary duties during the period of works and shall be equipped as reasonably required by the Contractor's Supervisor, and a desk and a chair for the Project Manager.

The location of the site office is to be confirmed, prior to letting the contract.

The Contractor shall remove the site office on completion. All items provided shall revert to the Contractor's ownership.

All offices and their contents shall be insured by the Contractor for a sufficient sum to cover damage or loss by fire or theft, and any damage or loss shall be made good by the Contractor.

The following facilities shall also be provided for the use of the Supervisor, Project Manager and their staff and should be shared with the Contractor's site supervision staff:

1. A washroom with WC and washbasin with running water and clothes rack. Clean towels, soap, toilet paper etc. shall also be provided as required. Separate facilities shall be provided for women personnel.
2. The Contractor shall provide, maintain and make available their instruments for the use of the Supervisor and his staff, and to provide support (e.g. chainman) as reasonably requested throughout the contract. The Contractor shall ensure that all survey, testing and measurement equipment is regularly checked and serviced by an approved agent and insured against loss or damage. Proof of their servicing record shall be made available to the Supervisor on request.

1.3.6 Protective Clothing, Footwear and Safety Helmets

The Contractor shall allow for providing all necessary protective clothing, protective footwear and safety helmets for visitors, including as a minimum the following:

1. High visibility waistcoats for visitors 2 no.
2. Hard hats for visitors 2 no.
3. Safety wellies for visitors 2 no.

1.3.7 Tidiness of Site

The Contractor shall ensure that no caravans or huts are brought on to the Site for use as sleeping accommodation except as may be approved by the Project Manager. The Contractor shall ensure that all workers (except security guards) leave the Site after each day. The Contractor shall obtain all necessary approvals and permissions required for site offices and accommodation.

The Contractor shall provide such sanitary equipment as may be considered necessary for the convenience of the workforce to avoid fouling the Site or surrounding land. All sanitary equipment shall be regularly cleaned and properly maintained.

The Contractor shall instruct all persons engaged on the Site to use the sanitary equipment provided. Any person found disobeying this instruction is guilty of misconduct and may be instantly dismissed from the Site by the Supervisor.

Fires shall not be permitted.

In order to minimise the compensation payments paid and to reduce the impact of the temporary works the Contractor shall clear the Site and remove all site offices and accommodation as soon as is practicable after completion of the Works.

Where existing or diverted footpaths bound or cross the site the Contractor shall ensure adequate fencing and signage are provided and maintained.

1.3.8 Services

The Client has conducted searches on services in the area and these are provided with the tender documentation. Additional service checks may be required during the construction phase.

1.3.9 Temporary Fencing

The boundaries of the site and the area for the Contractor's use are shown on map number OURD-PTW12-Site Access and OURD-PTW27-Site Plan. Where the site boundary is not inside an existing fence or hedge the Contractor shall erect temporary fencing as agreed around the sites of working. Temporary fencing should also be erected around the contractor's site office and welfare facilities. Typical fence details are as follows:

- The Contractor's temporary fencing shall be to BS EN 1722-18.
- The Contractor's temporary gates shall be of similar construction to the adjacent temporary fencing.

The Contractor shall provide, maintain and afterwards remove all temporary fencing. The fencing shall be erected prior to the commencement of other work and shall be maintained in position during the construction period.

During periods when construction work is not in progress i.e. nights/weekends, all excavation and working areas shall be adequately protected and signposted to ensure the safety of the general public.

The Contractor must adequately address the issue of trespassers, particularly children during weekends and Summer Holidays in the Health and Safety Plan to minimise the risk of injury.

1.3.10 Emergency Arrangements

The contractor is to develop an Emergency Contact List and provide to the Employer. This shall include the names of at least two responsible representatives of the Contractor and the telephone numbers at which they can be contacted at all times outside normal working hours.

To ensure assistance in the event of flooding is available the Contractor must have procedures in place and agreed with the Employer before any works can take place. The procedures will ensure availability of critical personnel from the Contractor 24hrs a day and any day for the duration of the Works.

1.3.11 Fire Precautions

The Contractor shall provide and maintain throughout the site such fire-fighting precautions as are necessary to provide a safe environment and to satisfy the requirements of the local Fire Officer and all relevant fire regulations.

The Contractor shall only store petroleum spirits, within the meaning of the Petroleum Consolidation Act 1927, on the site or adjacent land with the acceptance of the Supervisor. The Contractor shall obtain the necessary licences under the aforementioned Act.

The Contractor shall ensure that his arrangements for the storage of compressed air containers conform with statutory regulations and to the requirements of the local Fire Officer.

The Contractor shall ensure that all boilers fired with coal, coke, wood or other solid fuel have efficient spark arrestors and have ash pans of approved form and type which prevent the escape of live ashes and cinders.

The Contractor shall not use any electricity, gas, or oil heaters that have exposed heating coils, elements or burners.

1.3.12 Noise and Vibrations

The Contractor shall ensure that the 'best practicable means' as defined in the Control of Pollution Act 1994, are employed to minimise the noise and vibration resulting from his operations and shall comply with the recommendations and requirements of the following documents.

1. Health and Safety at Work Act 1974.
2. BS 5228 Code of Practice for Noise Control on Construction and Demolition Sites.
3. Department of Employment Code of Practice for Reducing the Exposure of Employed Persons to Noise.
4. Joint Circular from the Department of the Environment (Nr 10/73) and the Welsh Office (Nr 16/73) of 19 January 1973 - Planning and Noise.
5. ISO 1994 (1971) Assessment of noise with respect to community response.

In particular the Contractor shall ensure that:

1. All vehicles, plant and machinery used during the operations shall be fitted with effective exhaust silencers and that all parts of such vehicles, plant or machinery shall be maintained in good repair and in accordance with the manufacturers' instructions, and shall be so operated so as to minimise noise emissions;
2. Only 'sound reduced' compressors or other alternatives approved by the Supervisor shall be used, and any equipment or panel fitted by the manufacturer for the purpose of the reduction of noise shall be maintained and operated so as to minimise noise;
3. Any pneumatic operated percussive tools shall be fitted with approved mufflers or silencers which shall be all kept in good repair;
4. Any machinery which is in intermittent use shall be shut down in intervening periods of non-use or where this is impractical shall be throttled back to a minimum;
5. Stationary plant, e.g. pumps, compressors, generators, shall be situated as far as possible from residential property and acoustic screens erected if required by the Supervisor. Other plant and machinery shall be screened if necessary;
6. That as far as practicable his operations shall be not so noisy as to be a danger to those on or about the works or to be a nuisance to the neighbourhood.

Without prejudice to the generality of the foregoing the "neighbourhood noise" as measured at a point 1 m from the façade of the noise sensitive buildings, as defined below, shall not exceed an equivalent continuous sound level (LEQ) of:

- a. 70 dB(a) between the hours of 08.00 and 18.00 subject to an overall maximum permitted level of 85 dB(a) LEQ for any five minute period.
- b. 50 dB(a) between the hours of 18.00 and 22.00, subject to an overall maximum permitted level of 55 dB(a) (LEQ) for any five minute period.
- c. 40 dB(a) between the hours of 22.00 and 08.00, subject to an overall maximum permitted level of 45 dB(a) (LEQ) for any five minute period.
- d. 50 dB(a) on Saturdays between the hours of 13.00 and 18.00 subject to an overall maximum permitted level of 55 dB(a) (LEQ) for any five minute period.
- e. 50 dB(a) on Sundays between the hours of 08.00 and 18.00 subject to an overall maximum permitted level of 55 dB(a) (LEQ) for any five minute period.
- f. 40 dB(a) on Sundays between the hours of 18.00 and 22.00 subject to an overall maximum permitted level of 45 dB(a) (LEQ) for any five minute period

1.3.13 Pollution Control

The Contractor shall comply with all relevant environmental legislation and with the Environment Agency's "Pollution Prevention Guidelines" with specific reference to PPG 5, "Works, in near or liable to affect watercourses" and PPG 6 "Working at Construction and Demolition Sites" (available on the Agency's website). In particular the contractor must comply with "Guidelines for Pollution Prevention on Civil Engineering Contracts" which has been included in Appendix A.

The contractor shall be liable for any prosecutions and costs associated with non-compliance with or breaches of legislation, including any charges in respect of pollution of controlled waters, destruction or disruption of fishing interests or local authority or private interest due to his activities

Advice on environmental protection should be sought from the Environment Agency's local Environment Protection officers based at Environment Agency, Lutra House, Dodd Way, Preston, PR5 8BX, Tel: 0370 8506506

1.3.14 Topographical Survey and Setting Out

Existing topographical survey data of the site is shown on the Supplied Drawings. No warranty is given as to the accuracy of the survey and the Contractor should satisfy himself of the adequacy and accuracy of the data.

The Contractor is to construct the works to the lines and levels indicated on the Supplied Drawings. However at the commencement of construction the Contractor shall determine if the topographical survey and lines and levels as indicated on the Supplied Drawings are correct. If deemed necessary the Supervisor may then make minor adjustments to the works to suit the site conditions, with the agreement of the Project Manager.

1.3.15 Quality Management System

The quality management system shall be described in a Quality Plan that shall be submitted to the Employer for his acceptance.

The Quality Plan shall cover the following items:

1. Contractor's site organisation and management
2. Contractor's method statements and construction procedures
3. Contractor's construction quality control
4. Contractor's suppliers and sub contractor's details

Item 1 of the Quality Plan shall be submitted to the Employer for his acceptance not less than 7 days after the award of the Contract. The Contractor shall submit other parts of the Quality Plan prior to commencement of any related work or activity and to a programme included in item (i).

Method Statements are required for the works listed below:

1. Site establishment
2. Flow diversion
3. Provision of materials
4. Installation of fish pass
5. De-mobilisation and reinstatement works
6. Biosecurity plan
7. And any other key activities identified by the contractor not included above.

1.3.16 Traffic Management

Traffic management for the public highway, if required, to be organised by the Contractor

1.3.17 Discharge Consents

The Contractor shall obtain consent to discharge water under the provisions for Pollution Control in accordance with the Water Resources Act 1991, where required. Trade Effluent consent for discharges to public sewer may also be required under the Water Industry Act 1989 and such should be sought by the Contractor from the sewerage undertaker where required.

1.3.18 Third Party Permits to Work

The Contractor shall confirm the existence of any permit to work system in place on any private site entered. The Contractor shall conform to any permit to work system in place on any site under private ownership. No construction activities shall be undertaken without the necessary permit. The works shall not impede land drainage adjacent to the Works.

1.3.19 Temporary Works Consent

RCCT will obtain an Environmental Permit for temporary and permanent works associated with the fish pass construction only. It is the contractor's responsibility to apply for an Environmental Permit for accessing the site, specifically any river crossings required. It is also the contractor's responsibility to comply with the conditions of the Environmental Permits, including the Method of Work and any measures set out in the Environmental Risk Assessment.

The temporary works shall not lower the level of any existing flood defences unless equivalent temporary flood defences providing at least the same standard of defence must be provided. Prior to lowering the existing defences the Contractor shall await confirmation of acceptance of the proposed temporary works from the Project Manager.

The Principle Contractor shall liaise with the Environment Agency early warning flooding unit, to ensure that any possible heavy rainfall events that may cause increased water levels are communicated to the contractor so that appropriate actions can be taken.

The Contractor shall maintain the existing land drainage system throughout the Works to a standard at least equivalent to the existing until the new land drainage arrangements are fully operational. The Contractor must ensure that works in the river/stream including the extraction of silt or bed material do not cause pollution and must discuss and agree the method of working with Environment Protection Officers to ensure that pollution is prevented during site works.

Any materials placed in the stream as part of the works must be clean and free from contaminants, e.g. clean stone.

The Contractor will be responsible for emergency planning to remove vehicles, machinery, materials and equipment from the working area in advance of the working area becoming inundated during a flood event.

Excavated material or material removed from the stream course must be disposed of in accordance with the Duty of Care. Excavated materials or material removed from the stream course must be

checked for contamination and if necessary should be disposed of in accordance with the Special Waste Regulations 1996.

1.3.20 Site Establishment

The Contractor shall be responsible for the provision of all temporary fencing and gates to the working areas, to ensure the protection of equipment, materials, operatives, disturbance to adjacent land/vegetation, prevention of vandalism and public hazard. Temporary fencing and gates are to be agreed with landowners and shall also be sufficient to discharge the Contractor's obligations under the contract and health and safety legislation. The Contractor shall provide all the necessary signs and barriers.

A formal notice of intention to commence the works will be given by the Employer, to owners and occupiers of all the land as designated by the working areas shown on the supplied drawings. The notice shall be as long as is reasonably practicable and will not normally be given less than 14 days before entry, other than in an emergency. To this effect the Contractor will be required to give the Employer 4 weeks notice of his intention to commence construction works.

All access is to be via the routes as agreed with the site owners and contractors at least 2 weeks in advance of commencement of works.

If the Contractor wishes to use any site for his compound or use additional land they shall gain approval of landowner/occupier and relevant authority and pay all associated land compensation costs.

The Contractor shall ensure that continued unhindered access is provided to the landowners and occupiers at all times. The Contractor shall obtain any additional approvals from the relevant landowners, LPA and Local Highway Authority for these points and incorporate any specific requirements as necessary. If temporary access points are not acceptable the Contractor shall at his own cost provide alternative access points.

All access routes, footpaths, working areas, site compounds, roads etc affected by the works shall be reinstated to their original state or to the requirements of the landowners/ occupiers and/or the relevant Authority.

All delivery vehicles supplying the site should be scheduled to miss the peak usage times of the surrounding roads.

Wheel wash facilities should be supplied at all access points to the working areas, where they meet public and private roads.

1.3.21 Landscape Works

As specified on drawings

1.3.23 Environmental Issues

The Contractor shall minimise the disturbance to the local communities by adopting appropriate construction methods and practices to reduce, as far as is reasonably practical, the impacts on the local people during the Works of noise, dust, severance, traffic and visual intrusion.

If changes to the scheme are proposed during construction, the Contractor will complete a variation register to record details of the changes and environmental implications.

This will entail the following actions:

- Communicate as early as possible to all who need to know that a change is proposed, identifying who requested the change and why it was requested;
- Establish the environmental implications of the change;
- If adverse environmental implications are identified, consider alternative options to the proposed change;
- Notify key consultees of the change;

- Seek acceptance from the Project Manager;
 - Seek approval from the authorities where consents are required;
 - Issue the approved, up to date Environmental Variation Register to all appropriate personnel.
- Contractors planning to use plant that has been used within another watercourse must comply with the Environment Agency guidelines for avoidance of introducing and spreading invasive species, particularly non-native crayfish, Japanese knotweed and Himalayan Balsam.

1.3.24 Working Hours

Normal working hours shall be defined as:

Monday to Friday between 0800 and 1800

Saturday between 0800 and 1300 but only via approval from the Project Manager

No work shall be executed outside of these times or on Sundays and Public Holidays without the prior written acceptance of the Project Manager. Such acceptance will be influenced by the time of sunset, anticipated noise, odour and artificial light emissions from the Works, use of public roads and any other considerations that could cause disturbance to members of the public. The Contractor shall be responsible for complying with any further constraints on working hours set out in the planning approval.

1.3.25 Works Affecting Watercourses

Flood defence requirement - consent under the Land Drainage Act 1991 and the Water Resources Act 1991 for the Permanent Works has been obtained by RCCT.

Consent for all temporary works under the said Acts has been obtained by RCCT.

The following parameters will apply to the Contractor's temporary works in order that the effectiveness of Flood Defence is maintained throughout the works.

Before any flood defences are altered, the Contractor shall obtain the Project Manager's written approval. A minimum of 14 days' notice is required for such approval.

Flood defence levels which are currently afforded to the site (both permanently and temporarily) shall be maintained at all times.

1.3.26 Working in the Watercourse

The client has specified a method of diverting water from the stream and will agree it with the contractor prior to works commencing such that any amendments required can be approved by the Environment Agency. The cost of all dewatering facilities (including pumping) shall be deemed to be included in the prices of the Activity Schedule. Pumping from the dewatered area must be filtered either in settlement tanks or on the river bank before being returned to the river to prevent pollution. Discharge areas on the river banks should be chosen to minimise damage to the banks and vegetation. Pollutants such as cement leachate must be disposed of off-site (at the Contractor's cost) to a registered tip.

The Contractor shall be responsible for obtaining information concerning anticipated river levels during the works and shall be responsible for ensuring that flooding is prevented during the works.

The safety of the temporary works is paramount, and must be adequately addressed by method statements and by his input into the Health and Safety Plan. In particular, safe systems of work and evacuation procedures must be adopted.

The flow will be diverted back to the stream upon completion of the works.

1.3.27 Navigation

The watercourse is not navigable at this point.

1.3.28 Ground and Soils Investigation

The employer has undertaken a visual inspection of the weir and the assessment is that the scheme is viable and Ground and Soil conditions of the weir are not going to pose significant problems, and allow for the construction of the proposed structure. The contractor should undertake some ground investigation prior to construction to satisfy themselves of the local conditions.

1.3.29 Risk Management

The whole team (Employer, Project Manager, Contractor, Supervisor, Contractor's Designer, Contractor's Sub-Contractors, and Contractor's Suppliers) should be concerned with risk management. 'Risk Management' is traditionally accepted as being most appropriate for use on "high

risk” projects. However, for the Employer and the Employer’s supply chain it is a relevant approach for all projects.

Traditionally Risk Management has been applied instinctively with risks remaining implicit and managed by judgement informed by experience. The Contract requires systematic risk management to help:

- Identify, assess, and prioritise risks and opportunities
- Make risks explicit
- Focus on the major risks
- Make informed decisions about the provision for adversity
- Minimise potential damage
- Maximise potential opportunities
- Clarify role of the whole team
- Minimise uncertainty on projects
- Improve decision-making
- Contribute to better briefing of the team

The Contract requires the development and maintenance of a risk register.

The transfer, mitigation, spreading, or acceptance of risks is not an abrogation on the part of any of the parties. Systematic risk management is required to ensure all parties are aware of all the risk. The occurrences of risk will damage the changes of ultimate contract success, irrespective of the fact that that risk hazard has been transferred.

Risk Management is an ongoing management process, which will tune itself to the project situation, staff and processes. The following Risk Management Process is proposed:

- Whole Team Buy-In

The whole project team must understand the objectives and benefits of Risk Management and support its application.

- Develop a risk register

The risk register is a critical document within which a comprehensive list of significant risks are recorded, along with the benefits and adversities associated with them.

- Monitor risk continuously

The risk register provides a formal log for the whole team and the project. Risks may need to be added to or subtracted from the register as experience grows.

The whole team is to establish its own risk management processes at the risk management workshop for the scheme. The Contractor shall develop, maintain, update and report a Contract risk register.

1.3.30 Use of Recycled Materials

The Contractor shall prepare and demonstrate compliance with a spoil plan and a waste minimisation plan. The spoil plan shall be based upon the recommendations of CIRIA Report 179:1997.

Where possible the contractor should look to use reclaimed local stone for the visible faces of the fish pass. However the use of reclaimed stone should not occur where it is more expensive than using new stone, or if there is a risk of contamination. Samples of the stone shall be provided/shown to the employer prior to commencement of construction.

1.3.31 Progress Photographs

The Contractor shall provide a set of digital images of each progress photograph at weekly intervals to the Supervisor. The positions and timing of the progress photographs shall clearly indicate daily progress at all active sites.

1.3.32 Use of Part of the Works by the Employer before Completion

Where the Employer uses any part of the works prior to completion, the Employer shall not be obliged to take over the relevant part of the works before completion has been certified.

1.3.33 Maintenance Management Plan

All maintenance requirements to be identified on as built drawings and provided to the employer

1.3.34 Handover and Training

To ensure that the Employer’s operations staff are fully conversant with the scheme before handover, a structured handover process is required. This shall include the maintenance management plan defined in the preceding clause.

The Contractor shall submit a handover plan to the Project Manager at least six weeks prior to the anticipated completion date. This shall comprise:

- The maintenance management plan
- Health and safety information

- As built drawings

1.3.35 Public Relations

• The Employer will be responsible for primary public relations, but the Contractor will provide support as needed, and contractor staff must conduct themselves in a suitable manner reflecting the high public usage of surrounding land during the duration of the works. The contractor must set out in their Public Interface Plan, how they will manage day to day public interactions on site.

1.3.36 Completion

In determining the date of Completion as set out in clause 30.2 of the conditions of contract, the Project Manager shall require, amongst other things, the following items to be completed:

- All activity completion certificates to be completed and endorsed by the Supervisor including provision of all quality assurance documentation
- All documentation such as as-built drawings, operation and maintenance manuals and health and safety file to be completed to the satisfaction of the employer.

1.3.37 Use of Sustainable Resources

The Contractor shall use best endeavours to use sustainable resources in the works.

1.3.38 Joint Inspection of Properties

The Contractor, Land Agent and the Project Manager shall arrange to inspect all third party properties that could be affected by construction activities. The properties to be inspected will include roads. This inspection is carried out at least one week before work is planned to commence on the working areas near these properties. The arrangement for the inspection and notification of third party property owners is the responsibility of the Contractor. The land owner estates officer must be present during any joint inspections. The Project Manager is given at least two weeks notice of the intended date for the inspection. Any interested insurance companies are also advised of the intended inspection and given the opportunity to attend. The Employer makes a detailed record of the inspection in textual and photographic form as appropriate. The Employer compiles the records and provides copies of the agreed records to the Contractor, to the third party property owners (as appropriate) and to the insurance companies (as requested).

1.3.39 Third Party Agreements

The Contractor provides the Project Manager with a copy of all third party agreements that have relevance to the Contractor's obligations to provide the works.

1.3.40 Vibration, Traffic Management and Other Records

The Contractor keeps a record of all construction activities that could give rise to third party claims. These records shall include details of ground vibrations during piling or similar activities, road closures and obstructions, spillage of construction materials outside the Site, other off site accidents, movement of heavy or wide vehicles, emission of odours and any other activity or event that might give cause for complaint.

1.3.41 Prompt Attention to Complaints or Causes for Complaints

The Contractor takes immediate steps to eliminate the source or cause of an event that results in, or could result in, justifiable third party claims for compensation. The Project Manager is fully informed of any such complaint and of actions taken to eliminate the cause of the complaint, or to mitigate the effects of the event.

2 Drawings

| |
|--|
| |
|--|

| Drawing number | Revision | Title |
|----------------|----------|----------------|
| OURD-PTW3 | | Outline Design |

Contract Data

Works Information

3 Specifications

| Title | Date or revision | Tick if publicly available |
|-------|------------------|----------------------------|
|-------|------------------|----------------------------|

As specified on drawings (see section 2)

| | | |
|---------------------------|-------|-------|
| OURD-PTW4-Method of Works | | |
|---------------------------|-------|-------|

4 Constraints on how the Contractor Provides the Works

The contractor must carry out the works as detailed in the Method of Work which forms part of the Environmental Permit. Any material change to this must be first signed off by the Project Manager. The Contractor will be responsible for submitting a new Method of Work to the Environment Agency for approval.

Contract Data

Works Information

5 Requirements for the programme

The Contractor should submit a programme to the Employer with his tender submission. The programme shall be a bar/Gantt chart including, as a minimum, the following information:

- The starting date
- The completion date
- The Contractor's planned completion
- The periods for undertaking main activities
- Any other key dates

The Contractor will submit a revised programme when instructed to by the Employer or when the Contractor chooses to.

6 Services and other things provided by the *Employer*

| Item | Date by which it will be provided |
|---|-----------------------------------|
| Services (Electricity, Water, Telecoms) as maps. | With tender documents |
| General project information and landowner information | With tender documents |
| | |
| | |

Contract Data

Site Information

Please see **OURD-PTW10-Pre-construction information**