



Framework: Collaborative Delivery Framework
Supplier: Jackson Civil Engineering Group Ltd
Company Number: [REDACTED]

Geographical Area: Midlands
Project Name: West Midlands SHWG Asset Recovery Programme (Worceste
Project Number: [REDACTED]

Contract Type: Engineering Construction Contract
Option: Option C

Contract Number: [REDACTED]

Revision	Status	Originator	Reviewer	Date

**ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA**

Project Name West Midlands SHWG Asset Recovery Programme (Worcestershire Projects)

Project Number ENVRECOV28C

This contract is made on 31 August 2020 between the Client and the Contractor

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the Client and the Contractor in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this Contract.
- The following documents are incorporated into this contract by reference
Asset Recovery ECC Scope - Worcestershire Revenue (JCE) 11.08.20 v3

Part One - Data provided by the Client
Statements given in all Contracts

1 General The conditions of contract are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and the secondary Options of the NEC4 Engineering and Construction Contract June 2017.

Main Option	Option C	Option for resolving and avoiding disputes	W3
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Secondary Options

- X2: Changes in the law
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the Client
- X15: Contractor's design
- X18: Limitation of Liability
- X20: Key Performance Indicators
- Y(UK)1: Project Bank Account
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: Additional conditions of contract

The works are

Submission of a project proposal for each of West Midlands SHWG Asset Recovery projects, followed by construction (subject to Client instruction)

The Client is

Address for communications

Address for electronic communications

The Project Manager is

Address for communications

Address for electronic communications

The Supervisor is

Address for communications

Address for electronic communications

The Scope is in
Asset Recovery ECC Scope - Worcestershire Revenue (JCE) 11.08.20 v3

The Site Information is in
ENVRECOV28C Hereford FAS Floodwall_BIM2

The boundaries of the site are
ENVRECOV28C Hereford FAS Floodwall_BIM2

The partner contract is
Contract number project_30445 with Over Arup and Partners

The language of the contract is English

The law of the contract is
the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than

2 weeks

2 The Contractor's main responsibilities

The key dates and conditions to be met are condition to be met
 'none set'
 'none set'
 'none set'

key date
 'none set'
 'none set'
 'none set'

The Contractor prepares forecasts of the total Defined Cost for the whole of the works at intervals no longer than

4 weeks

3 Time

The starting date is

31 August 2020

The access dates are part of the Site

date

The Contractor submits revised programmes at intervals no longer than

4 weeks

The Completion Date for the whole of the works is

01 October 2020

The Client is not willing to take over the works before the Completion Date

The period after the Contract Date within which the Contractor is to submit a first programme for acceptance is

4 weeks

4 Quality management

The period after the Contract Date within which the Contractor is to submit a quality plan is

4 weeks

The period between Completion of the whole of the works and the defects date is

52 weeks

The defect correction period is 2 weeks except that is
 • The defect correction period for is
 • The defect correction period for is

5 Pa

6 Co

The place where weather is to be recorded is Astwood Bank

The weather measurements to be recorded for each calendar month are
 • the cumulative rainfall (mm)
 • the number of days with rainfall more than 5mm
 • the number of days with minimum air temperature less than 0 degrees Celsius
 • the number of days with snow lying at 09:00 hours GMT

and these measurements:

- 1.
- 2.
- 3.
- 4.
- 5.

The weather measurements are supplied by Met Office
 The weather data are the records of past weather measurement for each calendar month which were recorded at Astwood Bank and which are available from Met Office

Assumed values for the ten year weather return weather data for each weather measurement for each calendar month are

Jan	Jul
Feb	Aug
Mar	Sep
Apr	Oct
May	Nov
Jun	Dec

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st July and 31st October 2020
2. 60.1 (20) The Working Areas are flooded
3. 60.1 (21) When water levels exceed the 1:10 AEP level. Details of the exact levels for each site shall be confirmed when the works are added to the contract by CE

- 4. 'not used'
- 5. 'not used'

8 Liabilities and Insurance

These are additional Client's liabilities

- 1 'not used'
- 2 'not used'
- 3 'not used'

The minimum amount of cover for insurance against loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor Providing the Works for any one event is

£15,000,000

The minimum amount of cover for insurance against death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with the contract for any one event is

not less than the amount required by law

The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Client for an amount of

Resolving and avoiding disputes

The tribunal is litigation in the courts

The Senior Representatives of the Client are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The Adjudicator is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications 'to be confirmed'

The Adjudicator nominating body is The Institution of Civil Engineers

2 Clauses

Z1 Correctness of Site Information and other documents

Z1.1 Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the Client, but is not warranted correct. Clause 60.3 does not apply to such Site Information and the Contractor is responsible for checking the correctness of any such Site Information they rely on for the purpose of pricing for or providing the works

Z1.2 Information regarding construction methods or processes referred to in pre contract health and safety plans are provided in good faith by the Client but are not warranted correct (except for the purpose of promoting high standards of health and safety) and the Contractor is responsible for checking the correctness of any such information they rely on for the purpose of pricing for, or providing the works.

Z 2B: Water levels: Contractor's risk

Clause 60.1 (12) second bullet point is amended to: "are not weather conditions or floods and"

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the Contractor. Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the Contractor."

Delete 'The' At start of clause 63.1 and replace with:

"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

Z 4 The Schedule of Cost Components

The Schedule of Cost Components is as detailed in the framework Schedule 9.

Z 5 Payment for Work

Delete existing clause 11.2 (31) and replace with:

"11.2 (31) The Price for Work Done to Date is the total Defined Cost which the Project Manager forecasts will have been paid by the Contractor before the next assessment date plus the Fee, not exceeding the forecast provided under clause 20.4 and accepted by the Client."

Z7 Aggregated Contractor's share

Delete existing clauses 54 and 93.4 and replace with:

54.7 The Project Manager assesses the Contractor's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Work Done to Date. The difference is divided into increments falling within each of the share ranges. The limits of a share range are the Aggregated Price for Work Done to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The Contractor's share equals the sum of the products of the increment within each share range and the corresponding Contractor's share percentage

54.8 If the Aggregated Price for Work Done to Date is less than the Aggregated Total of the Prices, the Contractor is paid its share of the saving. If the Aggregated Price for Work Done to Date is greater than the Aggregated Total of the Prices, the Contractor pays its share of the excess.

54.9 If, prior to the Completion Date, the Aggregated Price for Work Done to Date exceeds 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices is retained from the Contractor.

54.10 The Project Manager makes a preliminary assessment of the Contractor's share at Completion of the Whole of the works using forecasts of the final Aggregated Price for Work Done to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the works

54.11 The Project Manager makes a final assessment of the Contractor's share, using the final Aggregated Price for Work Done to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.4 If there is a termination, the Project Manager assesses the Contractor's share after certifying termination. The assessment uses as the Aggregated Price for Work Done to Date the sum of

- the total of
 - the Defined Cost which the Contractor has paid and
 - which it is committed to pay for work done before termination
 - and
 - the total of
 - the Defined Cost which the Contractor has paid and
 - which it is committed to pay
- In the partner contract before the date the termination certificate is issued under this contract. The assessment uses as the Aggregated Total of the Prices the sum of
- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed
 - and
 - the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed
- In the partner contract before the date the termination certificate is issued under this contract.

Add:

11.2(17) The Aggregated Total of the Prices is sum of
• the total of the Prices and
• the total of the Prices in the partner contract

11.2(18) The Aggregated Price for Work Done to Date is the sum of
• the Price for Work Done to Date and/
• the Price for Service Provided to Date in the partner contract.

210 Payments to subcontractors, sub consultants and Subcontractors

The Contractor will use the NECA contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date. If the Contractor does not achieve payments within these time scales then the Client reserves the right to delay payments to the Contractor in respect of subcontracted work, services and supplies. Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the Contractor's opportunities to work on framework contracts.

211Y(UK) 3 The Contracts (Rights of Third Parties) Act

The design consultant employed by the Contractor is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes:

Transfer of rights clause 21.1

Professional indemnity insurance cover to same cover as that specified for the Contractor

21.1.1 The Client (the third party) may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999 and the following provisions:

21.1.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and

21.1.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.

21.2 Except as provided in clause 21.1, this agreement does not create any right enforceable by any person who is not a party to it (Other Party) under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a other party which exists or is available apart from that Act.

215 Disallowed Costs

Add the following bullets to clause 11.2 (26) Disallowed costs

• was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.

• was incurred as a result of the client issuing a yellow or Red Card to prepare a Performance Improvement Plan.

• was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

216 Payment of pain/gainshare and programme incentivisation

Delete existing clause 54.3 and replace with:

54.3 The Project Manager makes regular assessments of the Contractor's share until the Completion Date using forecasts of the final Price for Work Done to Date and the final total of the Prices. This share is included in the amount due in the following assessment. The Project Manager shall be entitled to take the Contractor's share percentage into account when assessing amounts in clause 50 and clause 51 due for payment at each assessment date thereafter. The Project Manager shall not assess any amount greater than the amount due when the forecast reaches the top share range in the Contract Data Part 1 (120% of the total of the Prices).

Delete existing clause 54.4 and replace with:

54.4 If clause 54.3 does not occur during the works, the Project Manager makes a preliminary assessment of the Contractor's share at Completion of the Whole of the works using forecasts of the final Price for Work Done to Date and the final total of Prices. This share is included in the amount due following Completion of the whole of the work.

Insert the following new clause 54.5:

54.5 If clause 54.3 does not occur during the works, the Project Manager makes a final assessment of the Contractor's share, using the final Price for Work Done to Date and the final total of the Prices. This share is included in the final amount due.

Insert the following new clause 54.6:

Programme Payments will be made under the Framework in accordance with Schedule 17

219 Linked contracts

Delays and additional cost on this contract resulting from the Contractor's fault or error on a previous contract on this project or programme will be a Disallowable cost under this contract and not be a Compensation event under this contract.

221 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the Project Manager's certificate.

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

• one week after the paying Party receives an invoice from the other Party and

• three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the Project Manager has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

222 Resolving Disputes

Delete W2.1

223 Risks and Insurance

Replace clause 84.1 with the following

Insurance certificates are to be submitted to the Client on an annual basis.

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X7: Delay damages

X7 only Delay damages for Completion



OPTION X9: Transfer of rights

OPTION X10: Information modelling

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is 2 weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use skill and care normally used by professional providing information similar to the Project Information is, in respect of each claim £5,000,000.00

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is 12 year(s)

OPTION X11: Termination by the Client

OPTION X15: The Contractor's design

The *period for retention* following Completion of the whole of the *works* or earlier termination is 6 years

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim £5,000,000.00

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

OPTION X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000.00

For any one event, the *Contractor's* liability to the *Client* for loss or damage to the *Client's* property is limited to

£1,000,000.00

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to £5,000,000.00

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

£5,000,000.00

The *end of liability date* is 6 years after the Completion of the whole of the *works*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17.

A report of performance against each Key Performance Indicator is provided at intervals of 3 months.

Y(UK)1:Project Bank Account

The Contractor is to pay any bank charges made and to be paid any interest paid by the project bank

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

term beneficiary

The provisions of Y(UK)1

Part Two - Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Contractor is

Name

Address for communications

Address for electronic communications

The fee percentage is

The working areas are

The key persons are

The key persons are

The key persons are

The key persons are

- Name (4)
- Job
- Responsibilities
- Qualifications
- Experience

The following matters will be included in the Early Warning Register
Brexit

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

3 Time

The programme identified in the Contract Data is

5 Payment

The *activity schedule* is

Resolving and avoiding disputes



X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

The *project bank* is
TBA

named suppliers are
TBA

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

Signature



Contractor execution

Consultant execution

Signed under hand by

for and on behalf of Jackson Civil Engineering Group Ltd

Sign



ECC Scope Template

NEC4 engineering and construction contract (ECC)

412_13_SD03

Document category: **COMPULSORY**

Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	WMD SHWG Asset Recovery Programme (Worcestershire Revenue)
SOP reference	[REDACTED]
Contract reference	
Date	11/08/20
Version number	2 3
Author	[REDACTED]

INITIAL HERE
[REDACTED]

Revision history

Revision date	Summary of changes	Version number
	First issue	

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The works are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	2.0	18/03/20

customer service line
03708 506 506
www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Contents List

- S 100 Description of the *works*
- S 200 General constraints on how the *Contractor* provides the *works*
- S 300 *Contractor's* design
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- S 600 Quality management
- S 700 Tests and inspections
- S 800 Management of the *works*
- S 900 Working with the *Client* and Others
- S 1000 Services and other things to be provided
- S 1100 Health and safety
- S 1200 Subcontracting
- S 1300 Title
- S 1400 Acceptance or procurement procedure (Options C and E)
- S 1500 Accounts and records (Options C and E)
- S 1600 Parent Company Guarantee (Option X4)
- S 1700** *Client's* work specifications and drawings

Appendix 1 Asset Recovery Schedule Rev015

S 100 Description of the works

S 101 Description of the works

Following the flood event in October 2019 and the subsequent storms (Ciara and Dennis) and further flood events in early 2020, the *Client* commissioned two of their partners Arup and Jackson Civil Engineering to carry out a programme of asset inspections to all of the *Client's* assets within the Shropshire, Herefordshire, Worcestershire and Gloucestershire (SHWG) counties.

From these inspections, there will be some assets that have been identified as being below standard and require further investigation and/or immediate repair. The investigation work will be carried out by the *Consultant* but this scope is for any immediate repair required or repair work that comes from the *Consultant's* investigation report.

There are also assets that are currently below standard that the asset performance team have identified as requiring further investigation and/or immediate repair. These are identified in the Asset Recovery Schedule Rev15 (Appendix A) but for clarity they include;

1. AR009 Pershore Coach House and flood wall
2. AR025 Severnstoke Bank Top-ups

The key objective of the recovery programme is have all of the assets "Winter Ready" which means all repair works to be completed by the end of October 2020.

S 102 Purpose of the Works/ Outcome required

From the list of assets required to be repaired on the Asset Recovery Schedule Rev15, the *Contractor* is to;

Summary of Outcome Required;

1. The *Client* will provide a project scope for each of the assets with any supporting information
2. The *Contractor* is to arrange a site visit
3. The *Contractor* is to prepare a project proposal for review by the *Client*
4. Once the project proposal is agree then the *Contractor* is to prepare the following preconstruction information;
 - a. Flood Risk Activity Permit FRAP (If applicable)
 - b. Risk assessment and method statement, which is to be approved by the Principal Designer
 - c. Construction Phase Plan, which is to be approved by the *Principal Designer*
5. The *Contractor* is to hold a pre-start meeting with the *Client's* Senior User and Project Manager.
6. The *Contractor* will construct the works and produce any as-built information to go into the Health & Safety file.
7. The *Contractor* is take photographs pre and post construction which will be used as a pre/post condition survey for each site.

8. Procure and manage any Ground Investigation works that are required in support of the *Consultant's* work or that of the *Contractor*.

Items 1-3 are included within the Scope of this Contract. Items 4-8 will be administered as a compensation event subject to performance and agreement of target cost. Any additional projects to the programme added after Rev15 of the Asset Recovery Schedule will also be administered as a compensation event in its entirety.

Any projects which are currently being served under the Incident contract are to be administered under this Asset Recovery contract at the next suitable activity objective as listed in 1-8 above. *(Example – If you are currently completing a project proposal under the Incident or any other contract, then complete this under that Incident or other contract, then move onto stages 4-8 under the Recovery contract).*

The following sections apply to outcomes 4-8 and will be dealt with as a Compensation Event.

S 200 General constraints on how the *Contractor* provides the works

S 201 General constraints

- Use of the Site

This will vary from site to site and to be discussed at the pre-start meeting.

- Access to the Site

This will vary from site to site and to be discussed at the pre-start meeting.

- Working hours

Normal working hours are to be observed. No construction works outside of 08.00 – 18.00 Monday – Friday.

- Parking

This will vary from site to site and to be discussed at the pre-start meeting.

- Pollution, ecological and environmental impacts.

All sites will be screened by the *Client's* National Environmental Assessment Service (NEAS) and the screening determination will be provided to the *Contractor*. The *Client* will also employ an Environmental Clerk of Works (ECoW) to supervise the works in relation to environmental matters.

- Interfaces between the works and existing things.

This will vary from site to site and to be discussed at the pre-start meeting.

- Occupied premises and users.

Notices of Entry will be provided by the *Client's* Estate team.

- Tide Information

This will vary from site to site and to be discussed at the pre-start meeting.

- Enabling works

This will vary from site to site and to be discussed at the pre-start meeting.

S 202 Confidentiality

The *Contractor* does not disclose information in connection with the *works* except when necessary to carry out their duties under the contract or their obligations under the contract

The *Contractor* may publicise the services only with the *Client's* written permission.

S 203 Security and protection on the site

Some of the sites are located in residential areas and have public access so adequate measures to prevent public access needs to be in place.

S 204 Security and identification of people

S 205 Protection of existing structures and services

Adequate and suitable protection measures are to be considered in all locations.

S 206 Protection of the works

S 207 Cleanliness of the roads

Allowance needs to be made to ensure all site access points are free of site traffic debris.

S 208 Traffic Management

Any traffic management measures required are to be considered.

S 209 Condition survey

Contractor to take pre and post construction photos.

S 2010 Consideration of Others

This will vary from site to site and to be discussed at the pre-start meeting.

S 2011 Control of site personnel

Nothing specific over and above the usual *Contractor's* site procedures.

S 2012 Site cleanliness

Nothing specific over and above the usual *Contractor's* site procedures. Additional provision of Covid19 protective measures to be included such as hand sanitiser and hand washing facilities.

S 2013 Waste materials

Nothing specific over and above the usual *Contractor's* site procedures.

S 2014 Deleterious and hazardous materials

Nothing specific over and above the usual *Contractor's* site procedures.

S 300 Contractor's design

S 301 Design responsibility

Clause 21.1 N/A

S 302 Design submission procedures

Clause 21.2 N/A

S 303 Design approval from Others

Clause 27.1 State any requirements for design checks and approval by Others. This includes other departments in the EA that need to approve the design.

S 304 Client's requirements

N/A

S 305 Design co-ordination

N/A

S 306 Requirements of Others

N/A

S 307 Copyright/licence

N/A

S 308 Access to information following Completion

Once the Defects Certificate is issued the Contractor is to make available to the Client any information in connection to the permanent works.

S 309 Site investigations

1. If there is a requirement for the *Contractor* to carry out any SI works then this will be scoped and dealt with as a Compensation Event.
2. The *Contractor* obtains all necessary consents and approvals.
3. The *Contractor* provides the *Project Manager* with the final Factual Report of the investigation in digital format.
4. The *Contractor* informs the *Project Manager* of the proposed works a minimum two weeks before the investigation is undertaken and complies with the Access to the Site conditions.

S 400 Completion

S 401 Completion definition

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

- Provide all information to the Principal designer who will compile the Health and Safety File
- 1 hard copy of Operating and Maintenance Manuals and one electronic version (where applicable).
- 1 electronic copy of As Built drawings
- Delivery of the Final Carbon Report
- The *Supervisor* has confirmed all of the works are complete as per the *Consultant's* design (where applicable) and *Contractor's* proposal and all identified outstanding items have been completed.

Clause 11.2(2) Work to be done by the Completion Date.

S 402 Sectional Completion definition

N/A

S 403 Training

N/A.

S 404 Final Clean

The *Contractor* shall leave the Site in a clean, tidy condition and having removed all Equipment, Plant and Materials not required for the permanent works, to the satisfaction of the *Client* Landowners and Stakeholders.

S 405 Security

Access keys and reinstated boundary fencing to be handed over to the *Client*.

S 406 Correcting Defects

Access and correction of defect to be arranged with the *Project Manager* and *Client*.

S 407 Pre-Completion arrangements

Prior to any works being offered for takeover or Completion the *Contractor* shall arrange a joint inspection with the *Supervisor*, *Client* (scheme *Project Manager*) and Senior User.

S 408 Take over

Once a site location is complete then this is to be handed back to the *Client*.

S 500 Programme

S 501 Programme requirements

The programme complies with the requirements of Clause 31.2 and is to be updated on a weekly basis at the end of every week.

S 502 Programme arrangement

N/A

S 503 Methodology statement

N/A

S 504 Work of the *Client* and Others

N/A

S 505 Information required

To be provided.

S 506 Revised programme

Any changes made to a programme is to be summarised by the *Contractor*.

S 600 Quality management

S 601 Samples

Any samples required will be requested by the *Client* and dealt with as a CE.

S 602 Quality Statement

N/A

S 603 Quality management system

State any requirements for a quality management system, including accreditations or legislative standards.

S 604 BIM requirements

The BIM Information Manager is the *Client Project Manager*

S 700 Tests and inspections

S 701 Tests and inspections

Clause 40.1, 40.2, 41.1 and 60.1 (16) Consider the following checklist for the schedule for test and inspection details.

- Objective, procedure and standards to be used,
- When they are to be done,
- Where they are to be done,
- Who does the tests, and who is in attendance,
- Testing and inspection method,
- The Equipment required and who provides it,
- Access arrangements,
- Information or instructions required to be provided,
- Materials, facilities and samples to be provided,
- Involvement of specialists,
- Acceptable results and deviations,
- Test environment,
- Documents to be provided before and after the test,
- Whether or not authorisation to proceed to the next stage of the work depends on the test results.
- Are there any data tests required to ensure data required for BIM archive

S 702 Management of tests and inspections

The *Contractor* shall produce and follow a testing and inspection schedule suitable to confirm that the works have been constructed in accordance with this Scope and the accepted design.

S 703 Covering up completed work

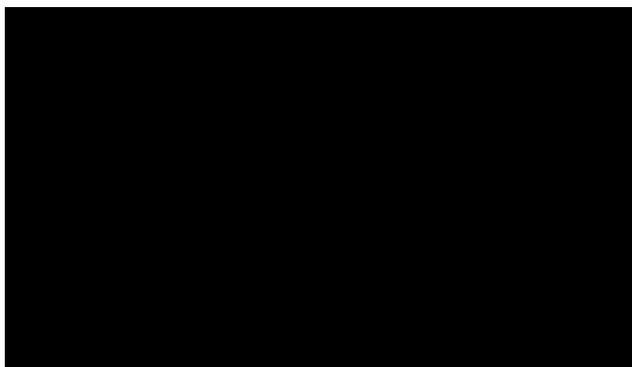
Works can be covered up as soon as they have been tested.

S 704 Supervisor's procedures for inspections and watching tests

Supervisor to give the *Contractor* a minimum of 1 weeks' notice for inspecting any of the works.

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S 801 Project team – Others



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In managing the services the *Contractor* shall:

- Maintain weekly contact with the *Client's Project Manager* and the *Client's environmental Project Manager* (NEAS) such that the *Client* is fully informed of progress and issues.
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- The *Contractor* shall be represented on the Project Board, as requested by the *Client*, by the Project Director or Framework Manager with substantial relevant experience.

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S 901 Sharing the Working Areas with the *Client* and Others

N/A

S 902 Co-operation

N/A

S 903 Co-ordination

Progress meetings as detailed in S802.

S 904 Authorities and utilities providers

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S 905 Diversity and working with the *Client*, Others and the public

Consider the following and document how they are addressed on this contract:

- **Public:** engagement to be managed by the *Client's* PM.
- **Project team:** an inclusive working environment is to be promoted.
- **Framework:** a diverse approach is to be adopted at every opportunity.

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S 1001 Services and other things for the use of the *Client, Project Manager* or Others to be provided by the *Contractor*

S 1002 Services and other things to be provided by the *Client*

- Access to the sites
- Notices of Entry

S 1100 Health and safety.

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The *Contractor* shall make appropriate arrangements for the control of people working and visiting the Site.

The *Contractor* shall ensure that all persons working on or visiting the Site hold a valid and current Construction Skills Certification Scheme (CSCS) card. Persons without this card shall be escorted at all times by a member of the site team.

A visitors' book will be maintained by the *Contractor* in which the date, the time in, the time out, evidence of a specific Health and Safety induction, CSCS number, and the name and company of the person visiting shall be noted.

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The *Contractor* shall produce Method Statements for all construction works stating how they will undertake each element of the construction works.

Method Statements provided to support a programme for acceptance include full particulars of the methods, timing and sequence of construction, including the use and design of temporary works, Materials and Plant and Equipment proposed by the *Contractor*.

Method statements shall contain sufficient information to enable the *Project Manager* to assess any likely detriment to the proposed or the existing works or to the *Client's* overall objectives.

Method statements shall be submitted for acceptance, to include but are not limited to the following matters:

- Health & safety measures
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- The implementation of relevant statutory regulations
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- Protection of existing trees and vegetation and other environmental constraints
- Equipment requirements, siting and mode of operation
- Labour requirements and supervision
- Delivery and storage of Plant and Materials
- Provision of access to third parties
- Details of the construction sequence
- Details of working methods
- Detailed programme
- Results of any consultation with third parties
- Contingency plans in the event of flooding, other difficulties or emergencies
- Risk and COSHH assessments
- Assess impact on proposed works.

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All method statements submitted to the *Project Manager* are to include environmental management actions where relevant and will be reviewed by the **Environmental Clerk of Works (ECoW)**.

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S 1104 Inspections

If required by the Principal Designer, the *Contractor* must make available for review their Health & Safety procedures.

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S 1201 Restrictions or requirements for subcontracting

The *Contractor* must make the *Client* aware of any subcontractors they are intending to employ.

S 1202 Acceptance procedures

Clauses 26.3 (Option C) .

S 1300 Title

S 1301 Marking

N/A

S 1302 Materials from Excavation and demolition

Clause 73.2 - where material cannot be redistributed or re-used on site surplus materials are to be disposed of by the *Contractor*.

S 1400 Acceptance or procurement procedure (Option C)

S 1500 Accounts and records (Option C)

S 1600 *Client's* work specifications and drawings

S 1701 *Client's* work specification

As per detailed design drawings and specification – to be issued by the *Consultant* where applicable. Individual project scope issued by the *Client*.

S 1702 Drawings

As provided with the individual project scope where available.

S 1703 Standards the *Contractor* will comply with

The *Contractor* should carry out their work using the following guidance.

Ref	Report Name	Where used
	Project Cost Tool	Costs
	Sustainability Measures Form	
	Timber Policy Documents	
	300_10 SHE handbook for managing capital projects	
	300_10_SD27 SHE Code of Practice	

Appendix A – Asset Recovery Schedule Rev015

ECC Scope Template

NEC4 engineering and construction contract (ECC)

412_13_SD03

Document category: **COMPULSORY**

Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	WMD SHWG Asset Recovery Programme (Worcestershire Revenue)
SOP reference	[REDACTED]
Contract reference	
Date	11/08/20
Version number	2
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
	First issue	

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *works* are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	2.0	18/03/20

customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
0845 988 1188

www.environment-agency.gov.uk

Contents List

- S 100 Description of the *works*
- S 200 General constraints on how the *Contractor* provides the *works*
- S 300 *Contractor's* design
- S 400 Completion
- S 500 Programme
- S 600 Quality management
- S 700 Tests and inspections
- S 800 Management of the *works*
- S 900 Working with the *Client* and Others
- S 1000 Services and other things to be provided
- S 1100 Health and safety
- S 1200 Subcontracting
- S 1300 Title
- S 1400 Acceptance or procurement procedure (Options C and E)
- S 1500 Accounts and records (Options C and E)
- S 1600 Parent Company Guarantee (Option X4)
- S 1700** *Client's* work specifications and drawings

Appendix 1 Asset Recovery Schedule Rev015

S 100 Description of the works

S 101 Description of the works

Following the flood event in October 2019 and the subsequent storms (Ciara and Dennis) and further flood events in early 2020, the *Client* commissioned two of their partners Arup and Jackson Civil Engineering to carry out a programme of asset inspections to all of the *Client's* assets within the Shropshire, Herefordshire, Worcestershire and Gloucestershire (SHWG) counties.

From these inspections, there will be some assets that have been identified as being below standard and require further investigation and/or immediate repair. The investigation work will be carried out by the *Consultant* but this scope is for any immediate repair required or repair work that comes from the *Consultant's* investigation report.

There are also assets that are currently below standard that the asset performance team have identified as requiring further investigation and/or immediate repair. These are identified in the Asset Recovery Schedule Rev15 (Appendix A) but for clarity they include;

1. AR009 Pershore Coach House and flood wall
2. AR025 Severnstoke Bank Top-ups

The key objective of the recovery programme is have all of the assets "Winter Ready" which means all repair works to be completed by the end of October 2020.

S 102 Purpose of the Works/ Outcome required

From the list of assets required to be repaired on the Asset Recovery Schedule Rev15, the *Contractor* is to;

Summary of Outcome Required;

1. The *Client* will provide a project scope for each of the assets with any supporting information
2. The *Contractor* is to arrange a site visit
3. The *Contractor* is to prepare a project proposal for review by the *Client*
4. Once the project proposal is agree then the *Contractor* is to prepare the following preconstruction information;
 - a. Flood Risk Activity Permit FRAP (If applicable)
 - b. Risk assessment and method statement, which is to be approved by the Principal Designer
 - c. Construction Phase Plan, which is to be approved by the *Principal Designer*
5. The *Contractor* is to hold a pre-start meeting with the *Client's* Senior User and Project Manager.
6. The *Contractor* will construct the works and produce any as-built information to go into the Health & Safety file.
7. The *Contractor* is take photographs pre and post construction which will be used as a pre/post condition survey for each site.

8. Procure and manage any Ground Investigation works that are required in support of the *Consultant's* work or that of the *Contractor*.

Items 1-3 are included within the Scope of this Contract. Items 4-8 will be administered as a compensation event subject to performance and agreement of target cost. Any additional projects to the programme added after Rev15 of the Asset Recovery Schedule will also be administered as a compensation event in its entirety.

Any projects which are currently being served under the Incident contract are to be administered under this Asset Recovery contract at the next suitable activity objective as listed in 1-8 above. *(Example – If you are currently completing a project proposal under the Incident or any other contract, then complete this under that Incident or other contract, then move onto stages 4-8 under the Recovery contract).*

The following sections apply to outcomes 4-8 and will be dealt with as a Compensation Event.

S 200 General constraints on how the *Contractor* provides the works

S 201 General constraints

- Use of the Site

This will vary from site to site and to be discussed at the pre-start meeting.

- Access to the Site

This will vary from site to site and to be discussed at the pre-start meeting.

- Working hours

Normal working hours are to be observed. No construction works outside of 08.00 – 18.00 Monday – Friday.

- Parking

This will vary from site to site and to be discussed at the pre-start meeting.

- Pollution, ecological and environmental impacts.

All sites will be screened by the *Client's* National Environmental Assessment Service (NEAS) and the screening determination will be provided to the Contractor. The *Client* will also employ an Environmental Clerk of Works (ECoW) to supervise the works in relation to environmental matters.

- Interfaces between the *works* and existing things.

This will vary from site to site and to be discussed at the pre-start meeting.

- Occupied premises and users.

Notices of Entry will be provided by the *Client's* Estate team.

- Tide Information

This will vary from site to site and to be discussed at the pre-start meeting.

- Enabling works

This will vary from site to site and to be discussed at the pre-start meeting.

S 202 Confidentiality

The *Contractor* does not disclose information in connection with the *works* except when necessary to carry out their duties under the contract or their obligations under the contract

The *Contractor* may publicise the services only with the *Client's* written permission.

S 203 Security and protection on the site

Some of the sites are located in residential areas and have public access so adequate measures to prevent public access needs to be in place.

S 204 Security and identification of people

S 205 Protection of existing structures and services

Adequate and suitable protection measures are to be considered in all locations.

S 206 Protection of the works

S 207 Cleanliness of the roads

Allowance needs to be made to ensure all site access points are free of site traffic debris.

S 208 Traffic Management

Any traffic management measures required are to be considered.

S 209 Condition survey

Contractor to take pre and post construction photos.

S 2010 Consideration of Others

This will vary from site to site and to be discussed at the pre-start meeting.

S 2011 Control of site personnel

Nothing specific over and above the usual *Contractor's* site procedures.

S 2012 Site cleanliness

Nothing specific over and above the usual *Contractor's* site procedures. Additional provision of Covid19 protective measures to be included such as hand sanitiser and hand washing facilities.

S 2013 Waste materials

Nothing specific over and above the usual *Contractor's* site procedures.

S 2014 Deleterious and hazardous materials

Nothing specific over and above the usual *Contractor's* site procedures.

S 300 Contractor's design

S 301 Design responsibility

Clause 21.1 N/A

S 302 Design submission procedures

Clause 21.2 N/A

S 303 Design approval from Others

Clause 27.1 State any requirements for design checks and approval by Others. This includes other departments in the EA that need to approve the design.

S 304 Client's requirements

N/A

S 305 Design co-ordination

N/A

S 306 Requirements of Others

N/A

S 307 Copyright/licence

N/A

S 308 Access to information following Completion

Once the Defects Certificate is issued the Contractor is to make available to the Client any information in connection to the permanent works.

S 309 Site investigations

1. If there is a requirement for the *Contractor* to carry out any SI works then this will be scoped and dealt with as a Compensation Event.
2. The *Contractor* obtains all necessary consents and approvals.
3. The *Contractor* provides the *Project Manager* with the final Factual Report of the investigation in digital format.
4. The *Contractor* informs the *Project Manager* of the proposed works a minimum two weeks before the investigation is undertaken and complies with the Access to the Site conditions.

S 400 Completion

S 401 Completion definition

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

- Provide all information to the Principal designer who will compile the Health and Safety File
- 1 hard copy of Operating and Maintenance Manuals and one electronic version (where applicable).
- 1 electronic copy of As Built drawings
- Delivery of the Final Carbon Report
- The *Supervisor* has confirmed all of the works are complete as per the *Consultant's* design (where applicable) and *Contractor's* proposal and all identified outstanding items have been completed.

Clause 11.2(2) Work to be done by the Completion Date.

S 402 Sectional Completion definition

N/A

S 403 Training

N/A.

S 404 Final Clean

The *Contractor* shall leave the Site in a clean, tidy condition and having removed all Equipment, Plant and Materials not required for the permanent works, to the satisfaction of the *Client* Landowners and Stakeholders.

.

S 405 Security

Access keys and reinstated boundary fencing to be handed over to the *Client*.

S 406 Correcting Defects

Access and correction of defect to be arranged with the *Project Manager* and *Client*.

S 407 Pre-Completion arrangements

Prior to any works being offered for takeover or Completion the *Contractor* shall arrange a joint inspection with the *Supervisor*, *Client* (scheme *Project Manager*) and Senior User.

S 408 Take over

Once a site location is complete then this is to be handed back to the *Client*.

S 500 Programme

S 501 Programme requirements

The programme complies with the requirements of Clause 31.2 and is to be updated on a weekly basis at the end of every week.

S 502 Programme arrangement

N/A

S 503 Methodology statement

N/A

S 504 Work of the *Client* and Others

N/A

S 505 Information required

To be provided.

S 506 Revised programme

Any changes made to a programme is to be summarised by the *Contractor*.

S 600 Quality management

S 601 Samples

Any samples required will be requested by the *Client* and dealt with as a CE.

S 602 Quality Statement

N/A

S 603 Quality management system

State any requirements for a quality management system, including accreditations or legislative standards.

S 604 BIM requirements

The BIM Information Manager is the *Client Project Manager*

S 700 Tests and inspections

S 701 Tests and inspections

Clause 40.1, 40.2, 41.1 and 60.1 (16) Consider the following checklist for the schedule for test and inspection details.

- Objective, procedure and standards to be used,
- When they are to be done,
- Where they are to be done,
- Who does the tests, and who is in attendance,
- Testing and inspection method,
- The Equipment required and who provides it,
- Access arrangements,
- Information or instructions required to be provided,
- Materials, facilities and samples to be provided,
- Involvement of specialists,
- Acceptable results and deviations,
- Test environment,
- Documents to be provided before and after the test,
- Whether or not authorisation to proceed to the next stage of the work depends on the test results.
- Are there any data tests required to ensure data required for BIM archive

S 702 Management of tests and inspections

The *Contractor* shall produce and follow a testing and inspection schedule suitable to confirm that the works have been constructed in accordance with this Scope and the accepted design.

S 703 Covering up completed work

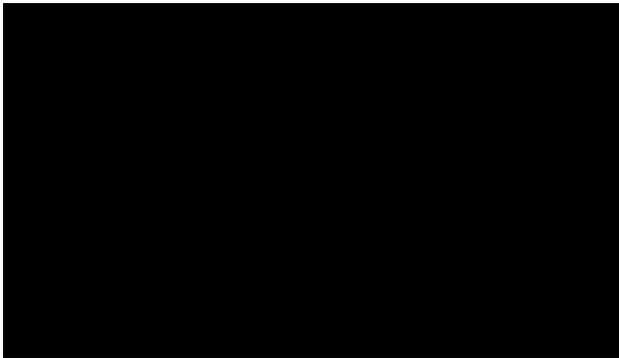
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Clauses 26.3 (Option C) .

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