Classification: Internal





Framework: Supplier:

**Company Number:** 

Geographical Area: Project Name: Project Number:

Contract Type: Option:

**Contract Number:** 

Collaborative Delivery Framework Jackson Civil Engineering Group Ltd

Midlands

West Midlands SHWG Asset Recovery Programme (Gloucesti

**Engineering Construction Contract** 

Option C

Revision	Status	Originator	Reviewer	Date					

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

Project Name

West Hidlands SHWG Asset Recovery Programme (Gleucestershire Projects)

Project Number

ENVRECOVOZEC

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 Dist day of April 2019 between the Clerat and the Contractor in relation to the Coflaborative Delivery Framework. The entire agreement and the following Schedules are innormosted into this Contract by reference.
- + Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this impract.
- \* The following documents are incorporated into this contract by reference Asset Recovery ECC Scope - Gloucestershire Revenue (ICE) 11.08.20 v3

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

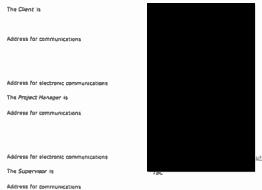
1 General

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.

Mairi Option	Option C	Option for resolving and avoiding disputes	**2	
Seconda	ry Options			
	X2: Changes In	the law		
	X7: Delay dama	gus		
	X9: Transfer of	rights		
	X10: Informatio	n modelling		
	X11 Terminatio	n by the Clent		
	X15: Contractor	's design		
	XI 8 Umitation o	of Liability		
	X20: Key Perfor	mance Indicators		
	Y{UK}1 Project	Benk Account		
	Y(UIC)2; The Ho	using Grants, Construction and Regenera	on Act 1996	
	Y{UK}3. The Cor	ntracts (Righta of Third Parties) Act 1999		
	Z: Additional co.	nditions 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)



# Address for electronic communications



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

## 2 The Contractor's main responsibilities

The key deters and conditions to be met are condition to be met 'hone 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

3 Time

The starting data is

The access dates are part of the Site

31 August 2020

date

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

4 weeks

The Contractor submits revised programmes at intervals no longer than

The Completion Date for the whole of the works is

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 meets

01 October 2020

#### 4 Quality management

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

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

d marks. 52 weeks

The defect correction period is \* The defect correction period for \* The defect correction period for

# 5 Payment

The currency of the contract is the £ sterling

The assessment interval is

The Client set total of the Prices is



0 %

# 6 Compensation events

The place where weather is to be recorded is

Pershore College

- The weather measurements to be recorder for each calendar month are

   the cumulative rainfall (mm)

   the number of days with rainfall more than 5mm

   the number of days with minimum sir tamperature less than 0 degrees Calsius

   the number of days with snow lying at 09:00 hours GMT

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
and which are available from Met Office

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

Feb Mar Apr May Nan Aug Sep Oct Nov Dec

These are additional compensation events

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 60.1 (30) The Working Areas are Booded 60.1 (31) When water levels acceed 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

#### & Liabilities and insurance

These are additional Client's Rabilities

The manimum 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 boddy injury to employees of the Contractor ensuing out of end 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

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 nomineting body is

The Institution of Civil Engineers

# 21 Correctness of Site Information and other documents

23. Larractives or a Artis Amorimenton amore continuent documents.

23. Larractives of a Artis Amorimenton amore than 6 ground, subsoid, 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 raily on for the purpose of pricing for or providing the works.

21.2 Information regarding construction methods or processes referred to in price contract feeting the 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 raily on for the purpose of pricing for, or providing the works.

Z 2B: Water levels: Contractor's risk Clause 60.1 (12) second builet pent is amended to: "are not weather conditions or floods and"

# 23 Prevention: No change to prices

Delete first sentence of classes 6.2, and replace with:

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

## Z 4 The Schedule of Cost Components

The Schedule of Cost Components is as detailed in the Framework Schedule 9

Z & Payment for Work
Delete existing datuse \$1.2 (31) and replace with.

"1.2 (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 Contractor.

27 Aggregated Contractor's share
Delete existing clauses 54 and 93.4 and replace with:
54.7 The Project Manager assess the Contractor's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Work Dane to Date. The difference is divided into increments falling within each of the share range and the corresponding Contactor's share equals the sum of the products of the increment within each share range and the corresponding Contactor's share percentage.
54. If the Aggregated Price for Work Done to Date is less than the Aggregated Total of the Prices, the Contractor's share of the saving. If the Aggregated Price for Work Done to Date is seen than the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date is seen that the Aggregated Price for Work Done to Date and the Prices, the Aggregated Price for Work Done to Date and the final Aggregated Total of the Prices is retained from the Contractor's share is included in the month due in the Work Done to Date and the final Aggregated Price for Work Done to Date and the final Aggregated Price for Work Done to Date and the final aggregated Price for Work Done to Date and the final aggregated Price for Work Done to Date the works.

54.11 the Project Manager makes a final essessment of the Contractor's share, using the final Aggregated Price for Work Done to Date the but the final aggregated Price for Work Done to Date the Bate the but the total of the total of

m which it is o and • the total of

the total or site Defined Cest which the Contractor has paid and o which it is committed to pay in the pertine 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 his heads of

The assessment uses as the Aggregated inch of the Prices the sum of The total of the lump sum price for each activity which has been campleted 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 campleted

and of the total of — the tump sum price for each activity which has been complete activity which is the 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(37 ) 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(38) 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 NEC4 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 Chent 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.

ZIIY(UK) 3 The Contracts (Rights of Third Parties) Act
The design consultant employed by the Contractor is required to fulfil the obligations of the warranter under the primary mintract for design works that they complete. This includes: Transfer of inglist clause 211.

Transfer of Inglist clause 2.11
Professionals indiamny; sustainance cover to same cover as that specified for the Contractor
7.11.1 The Client (The During State of Third Parties) Act 1999 and the following provisions:
7.11.1 The Client (The During State of Third Parties) Act 1999 and the following provisions:
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7.11.1 The Client (The Client) Act 1999 and the followin

#### 216 Disallowed Costs

### Dissistances Cours

Add the following bulles 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 camiracts following an audit,

**218** Payment of pain/gainshare and programme incentivisation
Delete existing clause 54.3 and replace with:
54.3 The Project Manager makes regular assassments 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 essessment. 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:

34.4 If Cause 34.3 does not occur during the works, the Project Nanager makes a prairminary essessment 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 Gause 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 \$4.6: Programme Payments will be made under the Framework in accordance with Schedule 17

Palays 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 Disablowable cost under this contract and not be a Compensation event under this contract.

# Z22 Resolving Disputes Delete W2.1

Z23 Risks and insurance
Replace clause 84.1, with the following
Insurance certificates are to be submitted to the *Client* on an annual basis

Classification: Internal

# **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

**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 fallure 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 Completion of the whole of the works 6 years

after the

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

Classification: Internal

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

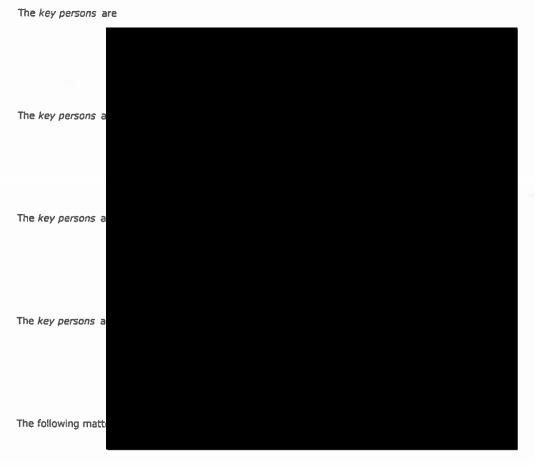
# Part Two - Data provided by the Contractor

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

# 1 General

# Name Address for communications Address for electronic communications The fee percentage is

The working areas are



# 2 The Contractor's main responsibilities

The Scope provided by the  ${\it Contractor}$  for its design is in

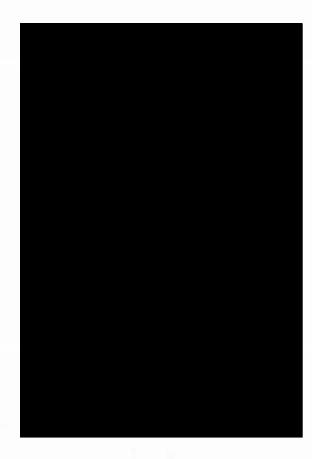
3 Time

The programme identified in the Contract Data is

5 Payment

The activity schedule is

# Resolving and avoiding disputes



X10: Information Modelling

Y(UK)1: Project Bank Account

The *project bank* is TBA

named suppliers are TBA

Classification: Internal

# **Contract Execution**

Client execution

Signed under hand by

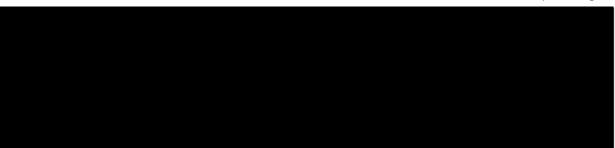
for and on behalf of the Environment Agency



# **Contractor** execution

# Consultant execution

Signed under hand by for and on behalf of Jackson Civil Engineering Group Ltd



# **ECC Scope Template**

NEC4 engineering and construction contract (ECC)

412\_13\_SD03

**Document category: COMPULSORY** 

Summary of changes

First issue

# Environment Agency NEC4 engineering and construction contract (ECC) Scope

# Project / contract information

SOP reference	Andrews
Contract reference	
Date 11/08/20	
Version number	
Author	

Version number

This Scope should be read in conjunction with the version of the Minimum Techni-	cal
Requirements current at the Contract Date. In the event of conflict, this Scope shall previous	ail.
The works are to be compliant with the following version of the Minimum Techni-	cal

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

customer service line 03708 506 506

Revision date

Requirements:

incident hotline 0800 80 70 60

floodine 0845 988 1188



# Part 2: Non-returnable Documents NEC - ECC 4th Ed.

Section 8 Scope

# **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 <i>Client</i> 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. AR012 White Hart Outfalls
- 2. AR017 Corn Ham Bank Erosion
- 3. AR018 Alney Island Penstock

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 santiser 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
- 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.

# S 800 Management of the works



# S 802 Communications

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.
- Organise and produce an agenda for progress meetings at 4 week intervals. The ECC
   *Project Manager* shall take minutes and will circulate to both the *Contractor* and *Client* following the meeting. Meetings shall be held by telecon. The *Contractor* shall manage
   these meetings to best realise the efficiencies of the project and the key personnel
   involved.
- The Contractor shall be responsible for the meeting agendas and shall circulate to both the ECC Project Manager and the Client at least 3 working days before the progress meeting.
- The Contractors Project Manager and environmental lead shall attend all progress meetings (or arrange suitable replacement with agreement from the Client's Project Manager). Any relevant technical staff will be required as appropriate.
- Two clear working days before the progress meetings the Contractor shall prepare and issue to the Client monthly progress reports to include financial, progress, programme, risk, efficiencies and issue log updates / resolutions.
- The first Friday of every month the Contractor shall revise and issue to the Client their monthly expenditure forecast. This shall show spend to date and forecast cost to complete, broken down monthly and separately for each project within the package for the duration of the Programme.
- 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.

S 900 Working with the *Client* and Others

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

N/A

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.

#### S 1000 Services and other things to be provided

Services and other things for the use of the Client, Project Manager or Others S 1001 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.

#### S 1101 Health and safety requirements

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.

#### S 1102 **Method statements**

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
- Extent of Working Areas and protective barriers
- Access to Working Areas, including confined spaces
- The implementation of relevant statutory regulations
- The design and construction of temporary works/loading conditions and de-watering measures
- How the environmental impact of the activities are to be minimised
- 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.

The Contractor shall submit Method Statements to the Project Manager at least 2 weeks in advance of carrying out items of work. The Contractor allows the period for reply for acceptance or rejection of Method Statements. The works shall not commence until the Project Manager has accepted the relevant Method Statements. The Contractor provides the works in accordance with the accepted method statement.

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).

S 1103 Legal requirements

N/A

S 1104 Inspections

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

# S 1200 Subcontracting

#### Restrictions or requirements for subcontracting S 1201

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

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# **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**



# **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



# Part 2: Non-returnable Documents NEC - ECC 4th Ed.

Section 8 Scope

# **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. AR012 White Hart Outfalls
- 2. AR017 Corn Ham Bank Erosion
- 3. AR018 Alney Island Penstock

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 santiser 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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In managing the services the Contractor shall:

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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.

S 900 Working with the *Client* and Others

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

N/A

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.

# S 1000 Services and other things to be provided

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.

#### S 1101 Health and safety requirements

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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- How the environmental impact of the activities are to be minimised
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- Labour requirements and supervision
- Delivery and storage of Plant and Materials
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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**).

#### S 1103 Legal requirements

N/A

#### S 1104 Inspections

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

# S 1200 Subcontracting

# 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
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	Sustainability Measures Form	
	Timber Policy Documents	
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