



Engineering and Construction Contract

This contract should be used for the appointment of a contractor for engineering and construction work, including any level of design responsibility

Option A: Priced contract with activity schedule

An NEC document

April 2013

Construction Clients' Board endorsement of NEC3

The Construction Clients' Board recommends that public sector organisations use the NEC3 contracts when procuring construction. Standardising use of this comprehensive suite of contracts should help to deliver efficiencies across the public sector and promote behaviours in line with the principles of *Achieving Excellence in Construction*.

Cabinet Office UK

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In this contract the core clauses are the ECC core clauses and the clauses set out in the ECC as main Option clauses; Option A. The latter are included in sequence and are printed in bold type in this contract.

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 REQUIREMENTS

Engineering and Construction Contract



CONTRACT DATA Part one – Data provided by the Employer

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

Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options X2, X7, X15, X18, Y(UK)2 AND Y(UK)3 of the NEC3 Engineering and Construction Contract April 2013.

- The *works* are

Design, build and installation of three fish barriers, at Natural England's Hoveton, National Nature Reserve.

Employer Name: Natural England

Address of Foss House, Kings Pool, 1-2 Peasholme Green, YORK, YO1 7PX

The Project Manager is

Name: [REDACTED]

Address of Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, YORK, YO1 7PX

The Supervisor is

Name: [REDACTED]

Address: Natural England

The Broads

19 The Green

Woodbastwick

Norwich NR13 6HH

- The Works Information is from ITT

Title	Date or revision	Tick if publicly available
Works Instructions and Specification	Nov 2018	

- The Site Information is from ITT Works Instructions and Specification
- The *boundaries of the site* are outlined in map from ITT Works Instructions and Specification.
- The *language of this contract* is English
- The *law of the contract* is the law of England and Wales.
- The *period for reply* is two weeks.
- The *Adjudicator nominating body* is Institute of Civil Engineers or 'The Royal Institution of Chartered Surveyors, (RICS)'
- The *tribunal* is the Courts of England and Wales
- The following matters will be included in the Risk Register

None

SCHEDULE OF OPTIONS

One of the following dispute resolution Options must be selected to complete the chosen main Option.

Option W1	Dispute resolution procedure (used unless the United Kingdom Housing Grants, Construction and Regeneration Act 1996 applies).
Option W2	Dispute resolution procedure (used in the United Kingdom when the Housing Grants, Construction and Regeneration Act 1996 applies).
	The following secondary Options should then be considered. It is not necessary to use any of them. Any combination other than those stated may be used.
Option X1	Price adjustment for inflation
Option X2	Changes in the law
Option X3	Multiple currencies
Option X4	Parent company guarantee
Option X5	Sectional Completion
Option X6	Bonus for early Completion
Option X7	Delay damages
Option X12	Partnering
Option X13	Performance bond
Option X14	Advanced payment to the <i>Contractor</i>
Option X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill and care
Option X16	Retention
Option X17	Low performance damages
Option X18	Limitation of liability
Option X20	Key Performance Indicators (not used with Option X12)
	The following Options dealing with national legislation should be included if required.
Option Y(UK)1	Project Bank Account
Option Y(UK)2	The Housing Grants, Construction and Regeneration Act 1996
Option Y(UK)3	The Contracts (Rights of Third Parties) Act 1999
Option Z	<i>Additional conditions of contract</i>

3 Time

- The *starting date* is 26/04/2019
- The *access dates* are 26/04/2019

Part of the Site	Date
1. N/A
..	
2.....
3.....

- The *Contractor* submits revised programmes at intervals no longer than Four weeks.

4 Testing and Defects

- The *defects date* is 52 weeks after Completion of the whole of the works.
The *defect correction period* is 4 weeks for Routine Defects weeks except that
The defect correction period for Serious Defects is 7 days
The *defect correction period* for Emergency Defects is 24 hours.

5 Payment

- The currency of this contract is the £ British pound sterling.
- The assessment interval is every 4 weeks, on the 23rd of each month as per schedule submitted, as part of Option A.
- The interest rate is 2 % per annum
- The period within which payments are made is 30 days from receipt of the Contractor's VAT invoice.
- There are no expenses stated by the Employer (expenses are deemed to be included in the lump sum prices for the activities).
- You must be in receipt of a valid PO Number before submitting an invoice, which will be sent to you. You shall quote Bure LIFE Project reference **LIFE14 NAT/UK/000054** on all documentation.
- All invoices should be sent, quoting a valid purchase order number (PO Number) SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ
- Invoice submissions shall be sent with supporting documentation and evidence of the works completed under that payment application. Upon the acceptance of the payment application by the Employer's project manager, invoices will be paid.
- If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email Accounts-Payable.neg@sscl.gse.gov.uk or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ.be in receipt of a valid PO Number before submitting an invoice, which will be sent to you.

6 Compensation events

- The place where weather is to be recorded is at *Hoveton*.
- The *weather measurements* to be recorded for each calendar month are:-
 - the cumulative rainfall (mm)
 - the number of days with rainfall more than 5 mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - 20% of the lake is frozen for more than 10 consecutive days
 - freezing conditions (defined as coverage of more than 20% of the surface area of the water with ice) occur within the application site for a period in excess of two consecutive days during the construction phases, all work on site shall

cease until the freezing conditions end, unless otherwise agreed in writing by the Local Planning Authority.

- o the number of days with snow lying at 48 hours GMT
- o and these measurements: of adverse weather conditions exceeds a continuous duration of four hours in a day with *wind speed exceeding 50mph when on site.*
- o The *weather measurements* are supplied by
Hoveton Metrological Office/Centre
- The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at the Hoveton Met Office Weather Station and which are available from the Meteorological Office.

Where no recorded data are available

- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month does not apply.

8 Risks and insurance

- The minimum limit of indemnity for insurance in respect of 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*) caused by activity in connection with this contract for any one event is **£10 million.**
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is **£10 million.**

Additional clause

The minimum level of indemnity for insurance for claims made against him arising out of the *Contractor's* failure to use the skill and care normally used by professionals providing services similar to the *Services* in respect of each claim is **£5 million.**

Optional statements

If the *tribunal* is arbitration

- The *arbitration procedure* is n/a

If the *Employer* has decided the *completion date* for the whole of the *works*

- The *completion date* for the whole of the *works* is Feb 29th 2020

If the *Employer* is not willing to take over the *works* before the *Completion Date*

- The *Employer* is not willing to take over the *works* before the *Completion Date*.

Not Applicable.

If no programme is identified in part two of the *Contract Data*

- The *Contractor* is to submit a first programme for acceptance within two weeks of the *Contract Date*.

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
1. N/A
.....

- 2.....
- 3.....

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- N/A

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is 21 days.

If there are additional *Employer's* risks

- None

If the *Employer* is to provide Plant and Materials

- The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of
£Nil.

If the *Employer* is to provide any of the insurances stated in the Insurance Table

- The *Employer* provides these insurances from the Insurance Table
1. Insurance against all existing buildings and property existing within the Site or at the sole discretion of the *Employer* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the *Employer's* associated risks arising out of or in relation to such 'self-insurance'. In accordance with an *Employer's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the Contractor. The Contractor is to assume the *Employer* insures or "self-insures" as set out above and if this is not the case the Contractor will have the opportunity to price for providing these insurances

Cover/indemnity is N/A

The deductibles are N/A

If Option X1 is used – Not applicable.

If Option X3 is used – Not applicable.

If Option X5 is used

- Term Not Applicable.

- The *completion date* for each section of the works is

section	description	completion date
1
2
3
4

If Options X5 and X6 are used together

- Term Not Applicable.

If Options X5 and X7 are used together

- Term Not Applicable.

- Delay damages for each section of the works are

section	description	amount per day
1
2
3
4
Remainder of the works.....	

If Option X6 is used (but not if Option X5 is also used)

- Term Not Applicable.

If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the whole of the works are [REDACTED]

If Option X12

- Term Not Applicable.

If Option X13

- Term Not Applicable.

If Option X14

- Term Not Applicable.

If Option X16 is Not Applicable

If Option X17

- Term Not Applicable.

If Option X18 is used

- The Contractor's liability to the Employer for indirect or consequential loss is limited to £10,000,000;
- For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to £5,000,000;
- The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to £5,000,000;
- The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to £10,000,000 or
- The end of liability date is 12 years after the Completion of the whole of the works.

If Option X20 is N/A

If Option Y(UK)1 is used and the Employer is to pay any charges made and is paid any interest paid by the project bank

- Term Not Applicable.

If Option Y(UK)3 is used

- Term Not Applicable.

If Options Y(UK)1 and Y(UK)3 are both used

- Term Not Applicable.
- If Option Z is used
- The additional conditions of contract are:

Option Z Option Z: Additional conditions of the Contract

The additional conditions of contract are described below. Each Option Z provision will apply as set out below.

Option Z1 Option Z1: Amending the Interpretation Provisions

Option Z1.1 Delete existing clause 12.1 and replace with:
 "In this contract, except where the context shows otherwise words in the singular also mean in the plural and the other way round, words in the masculine also mean in the feminine and neuter and the other way round, references to a document include any revision made to it in accordance with this contract, references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it and references to a standard include any current relevant standard that replaces it."

Option Z2 Option Z2: Confidentiality

Option Z2.1 For the purpose of this contract, Personal Data is information collected by the Contractor on behalf of the Employer in relation to this contract, which relates to living individuals who can be identified:

- from that information
- from that information combined with other details in (or likely to come into) the possession of the Employer.

Option Z2.2 The Contractor keeps (and ensures that its employees and Subcontractors keep) confidential and does not disclose to any person, including, without limitation, Others:

- the terms of this contract and
- any confidential or proprietary information (including Personal Data) provided to or acquired by the Contractor in the course of Providing the Works except that the Contractor may disclose information
- to its legal or other professional advisers,
- to its employees and Subcontractors as needed to enable the Contractor to Provide the Works,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that (unless the Contractor is prohibited by law from doing so) prior to disclosure the Contractor consults the Project Manager and takes full account of the Employer's views about whether (and if so to what extent) the information should be disclosed,

- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the Contractor or with the consent of the Project Manager.

Option Z2.3 The Contractor does not (and ensures that its employees and Subcontractors do not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.

Option Z3 Option Z3: Security

Option Z3.1 Without limiting this clause Z3, the Contractor fully complies with all security requirements stated in the Works Information.

Site admittance

Option Z3.1 The Contractor submits to the Project Manager details of people who are to be employed by it and its Subcontractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the Project Manager.

Option Z3.2 The Project Manager may instruct the Contractor to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.

Passes

Option Z3.3 Employees of the Contractor and its Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.

Option Z3.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required.

Photographs

Option Z3.5 The Contractor does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the Project Manager.

Option Z3.6 The Contractor takes the measures needed to prevent its Subcontractors' people taking, publishing or otherwise circulating such photographs.

Option Z4 Option Z4: Data Protection

Option Z4.1	The Data Protection Acts are the Data Protection Act 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), Law Enforcement Directive (Directive (EU) 2016/680) and any other laws or regulations relating to privacy or personal data.
Option Z4.2	<p>For the purposes of this contract and the Data Protection Acts</p> <ul style="list-style-type: none"> • the Employer is the Data Controller and • the Contractor is the Data Processor.
Option Z4.4	The Contractor processes the Personal Data in accordance with (and so as not to put the Employer in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing its obligations under this contract.
Option Z4.5	<p>The Contractor has in place and maintains until the defects date</p> <ul style="list-style-type: none"> • appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and • adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process Personal Data.
Option Z4.6	<p>The Contractor immediately notifies the Project Manager if it receives</p> <ul style="list-style-type: none"> • a request from any person whose Personal Data it holds to access his Personal Data or • a complaint or request relating to the Employer's obligations under the Data Protection Acts.
Option Z4.7	<p>The Contractor assists and co-operates with the Project Manager in relation to any complaint or request received, including</p> <ul style="list-style-type: none"> • providing full details of the complaint or request, • complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the Project Manager and • promptly providing the Project Manager with any Personal Data and other information requested by him.
Option Z4.8	The Contractor allows the Employer to conduct periodic audits of the Contractor's compliance with the Data Protection Acts. The Contractor complies with the instructions of the Project Manager to enable such audits to be carried out.

Option Z4.9	The Contractor complies with the requirements of the Employer in relation to the storage, dispatch and disposal of the Personal Data in any form or medium.
Option Z4.10	The Contractor immediately notifies the Project Manager on becoming aware of any breach of this clause or of the Data Protection Acts by the Contractor or any Subcontractor.
Option Z4.11	The Contractor does not process the Personal Data outside the European Economic Area without the agreement of the Project Manager. Where the Project Manager agrees, the Contractor complies with the instructions of the Project Manager and provides an adequate level of protection to any Personal Data in accordance with the eighth data protection principle set out in Schedule 1 to the Data Protection Act 1998.
Option Z5	Option Z5: Disclosure of Information
Option Z5.1	A Disclosure Request is a request for information relating to this contract received by the Employer pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
Option Z5.2	The Contractor acknowledges that the Employer may receive Disclosure Requests and that the Employer may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the Employer consults with the Contractor before doing so in accordance with the relevant Code of Practice. The Contractor uses its best endeavours to respond to any such consultation promptly and within any deadline set by the Project Manager and acknowledges that it is for the Employer to determine whether or not such information should be disclosed.
Option Z5.3	When requested to do so by the Project Manager, the Contractor promptly provides information in its possession relating to this contract and assists and co-operates with the Project Manager to enable the Employer to respond to a Disclosure Request within the time limit set out in the relevant legislation.
Option Z5.4	The Contractor promptly passes any Disclosure Request which it receives to the Project Manager. The Contractor does not respond directly to a Disclosure Request unless instructed to do so by the Project Manager.
Option Z6	Option Z6: Copyright
Option Z6.1	

Material means all materials prepared by or on behalf of the Contractor for the works and all updates, additions and revisions to them and any designs or inventions incorporated in them.

Option Z6.2

Permitted Uses means the design, construction, completion, reconstruction, modification, extension, refurbishment, maintenance, funding, disposal, letting, fitting-out, advertisement, demolition, reinstatement, building information, modelling and repair of the works.

Option Z6.3

The Contractor grants to the Employer, with immediate effect, an irrevocable, non-exclusive, royalty-free license to copy and make full use of the Material for any purpose, including without limitation any of the Permitted Uses.

Option Z6.4

The Employer's license carries the right to grant sub-licenses and is transferable to third parties without the consent of the Contractor and survives termination (for any reason) of the Contractor's employment under this contract.

Option Z6.5

The Contractor is not liable for use of the Material for any purpose other than that for which it was prepared or provided.

Option Z7

Option Z7: Discrimination

Option Z7.1

The Contractor does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Acts 1995 and 2005 or the Equality Act 2010 (the "Discrimination Acts").

Option Z7.2

Where possible in Providing the Works, the Contractor co-operates with and assists the Employer to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

Option Z7.3

Where an employee or Subcontractor employed by the Contractor is required to carry out any activity alongside the Employer's employees in any premises, the Contractor ensures that each such employee or Subcontractor complies with the Employer's employment policies and codes of practice relating to discrimination and equal opportunities.

Option Z7.4

The Contractor notifies the Project Manager in writing as soon as he becomes aware of any investigation or proceedings brought against the Contractor under the Discrimination Acts in connection with this contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the Employer to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- co-operates fully and promptly with the investigatory body, court or tribunal.

Option Z7.5

The Contractor indemnifies the Employer against all costs, charges, expenses (including legal and administrative expenses) and payments made by the Employer arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the Contractor.

Option Z7.6

The Contractor includes in the conditions of contract for each Subcontractor obligations substantially similar to those set out above.

Option Z8

Option Z8: Quality Management and Audit

Option Z8.1

The Contractor operates a quality management system for Providing the Works which

- complies with the relevant parts of ISO 9001:2008 and ISO 9001:2015,
- incorporates an environmental management system consistent with ISO 14001:2004,
- includes processes for delivering continual improvement following the guidance in ISO 9004:2009,
- has third party certification from a UKAS approved accreditation body (or its equivalent) or is operating in preparation for accreditation within 12 months of the Contract Date
- complies with good industry practice and
- otherwise fully complies, and is consistent with the requirements set out in the Works Information.

Option Z8.2

The Contractor provides to the Project Manager, within one week of the Contract Date, a quality policy statement and a quality plan for acceptance. The quality policy statement and quality plan comply with the requirements stated in the Works Information and are sufficiently detailed to demonstrate how the Contractor will Provide the Works in accordance with this contract.

Option Z8.3

The Contractor keeps a controlled copy of the quality plan available for inspection by the Project Manager at all times.

Option Z8.4	<p>The Contractor complies with an instruction from the Project Manager to</p> <ul style="list-style-type: none"> • change the quality plan so that it complies with the requirements of this contract or • correct a failure of the Contractor to comply with the quality plan.
Option Z8.5	<p>The Project Manager and other persons authorised by him may carry out periodic audits of the Contractor's quality management system as specified in the Works Information. The Contractor allows access to the Working Areas and other premises used by the Contractor to Provide the Works and provides all facilities and assistance necessary to enable such audits to be carried out.</p>
Option Z9	<p>Option Z9: Compliance with Legislation</p>
Option Z9.1	<p>The Contractor Provides the works:</p> <ul style="list-style-type: none"> • in a proper and workmanlike manner, and • in compliance with <ul style="list-style-type: none"> ○ all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the works or performance of any obligations under this contract, and ○ any regulation, bye-law, permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the works or with whose systems the works are, or are to be, connected.
Option Z9.2	<p>The project that comprises or includes the works is not notifiable for the purposes of the Construction (Design and Management) Regulations 2015 (the "CDM Regulations"). The Contractor is the principal contractor under the CDM Regulations in respect of the works and performs all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.</p>
Option Z10	<p>Option Z10: Fair Payment</p>
Option Z10.1	<p>The Contractor assesses the amount due to a Subcontractor without taking into account the amount certified by the Project Manager.</p>
Option Z10.2	<p>The Contractor includes in the contract with each Subcontractor</p>

- a period for payment of the amount due to the Subcontractor not greater than 19 days after the due date in this contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a provision requiring the Subcontractor to include in each sub-contract the same requirement, except that the period for payment is to be not greater than 23 days after the due date in this contract and
- a provision requiring the Subcontractor to assess the amount due to a sub-contractor without taking into account the amount paid by the Contractor.

Option Z10.3

The due date in this contract is the date on which the Project Manager certifies payment.

Option Z10.4

The Contractor notifies non-compliance with the timescales for payment through the Efficiency and Reform Group Supplier Feedback Service. The Contractor includes this provision in each subcontract, and requires Subcontractors to include the same provision in each subcontract.

Option Z11

Option Z11: Assignment

Option Z11.1

The Contractor does not assign its interest in or any rights arising under this contract without the consent of the Employer.

Option Z11.2

The Employer may assign, charge or transfer its interest in this contract or any rights arising under it at any time without the consent of the Contractor. The Employer notifies the Contractor of any such assignment, charge or transfer.

Option Z11.3

The Contractor does not (and ensures that its employees and Subcontractors do not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.

Option Z12

Option Z12: Contractor's Design Submission Procedure

Option Z12.1

Insert a new definition in clause 11.2:

"Contractor's Design Documents are drawings, design details and specifications of work, Plant and Materials prepared by the Contractor for the works".

Option Z12.2

Delete clauses 21.2 and 21.3 and replace with the following:

"21.2 The Contractor submits the Contractor's Documents to the Supervisor for acceptance at the times and in the manner and format stated in the Works Information.

21.3 The Supervisor returns each Contractor's Document to the Contractor marked either 'A' (accepted), 'B' (accepted with comments) or 'C' (rejected). If the Supervisor marks a Contractor's Document 'B' or 'C', he will state his reasons. A reason for not accepting a Contractor's Document is that it does not comply with:

- the Works Information,
- any previous Contractor's Document which:
 - the Supervisor has returned marked 'A', or
 - the Supervisor has returned marked 'B' and the Contractor has amended to incorporate the Supervisor's comments,
- the applicable law or
- any other provision of this contract.

21.4 If the Supervisor does not return a Contractor's Document within the period for reply, it is treated as having been returned marked 'A'.

21.5 Where a Contractor's Document is returned marked 'A', the Contractor proceeds with the relevant work in accordance with the Contractor's Design Document.

21.6 Where a Contractor's Document is returned marked 'B', the Contractor

- amends the Contractor's Document to incorporate the Supervisor's comments,
- submits the Contractor's Document as so amended to the Supervisor and
- proceeds with the relevant work in accordance the Contractor's Document as so amended.

21.7 Where a Contractor's Design Document is returned marked 'C', the Contractor

- amends the Contractor's Document to incorporate the Supervisor's comments,
- re-submits it to the Supervisor for acceptance and
- does not proceed with the relevant work until the Supervisor has returned it marked 'A' or 'B' and, where it is marked 'B', it has complied with clause 21.6

21.8 If the Contractor disagrees with the comment of the Supervisor on a Contractor's Document marked 'B' or 'C', he notifies the Supervisor within one week of receipt stating his reasons and that in his opinion compliance with the comment will give rise to a change in the Works Information. The Supervisor replies within one week of receipt of the Contractor's notice either confirming or withdrawing his comment. A

confirmation or withdrawal by the Supervisor is not an acceptance of the Contractor's opinion.

21.9 If the Contractor does not notify the Supervisor within one week that he disagrees with a comment of the Supervisor, compliance with the comment does not give rise to a change in the Works Information."

Option Z14

Option Z14: New Clause 60.1 (20)

60.1 (20) Provisional Sums referred to in the Activity Schedule will be dealt with as a Compensation Event.

Part two – Data provided by the Contractor

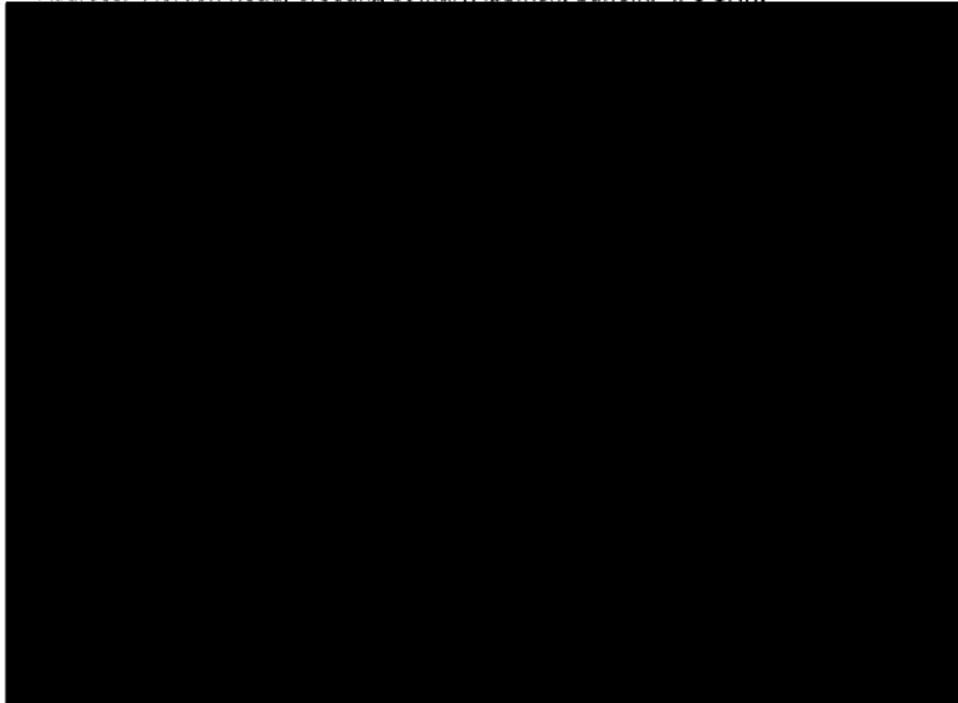
Statements given in all contracts

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

- The Contractor is

Name: Breheny Civil Engineering Ltd - Company Reg Number 00753976

Address: Flordon Road, Creeting St Mary, Ipswich, Suffolk, IP6 8NH.



- The following matters will be included in the Risk Register

..... FLOODING

.....

.....

.....

Optional statements

If the Contractor is to provide Works Information for his design

-

Scope

Purpose of the services is to carry out design consultancy and act as Principal Designer up to RIBA Stage 4 as well as act as Principal Contractor to enable building up to RIBA Stage 6 covered under the programme of works for Bure LIFE Project (LIFE14 NAT/UK/000054). To include architectural; building services; structural and civil engineering services; and provision of Principal Designer duties for the design and Contractor duties for the build of three fish barriers at Hoveton Great Broad.

The Contractor shall produce all required drawings and documents required for a planning application. The Consultant will submit a planning application for the works and be responsible for managing the application process and the discharge of any planning conditions.

The Contractor shall prepare and submit application for the design and ensure sign off is received.

All designs will be developed to RIBA stage4 for construction.

All design must comply with regulations and any other relevant legislation.

including If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is. 01533-PP-COO1

If the Contractor is to decide the completion date for the whole of the works

- The completion date for the whole of the works is 29th February 2020

If Option Y(UK)1 is used

- The project bank is
- named suppliers are

The activity schedule is:-

Pricing Schedule
[REDACTED]

- The tendered total of the Prices is £248,815.83

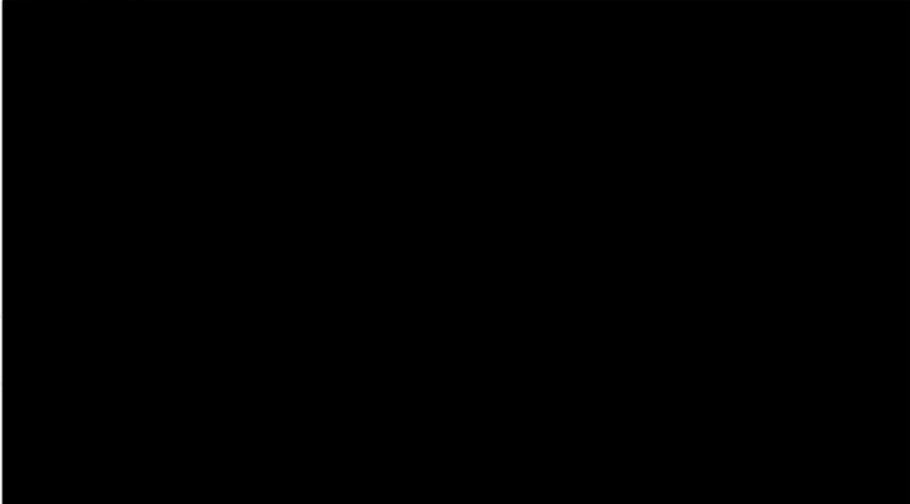
Data for the Shorter
Schedule of Cost
Components

[REDACTED]

Natural England's (NE) Hoveton Fish Barrier Works Project

Schedule of Works - Summary

Summary



PLEASE READ AND SIGN IN ACKNOWLEDGEMENT OF THE BELOW REQUIREMENTS

If the tender is accepted we will provide the client with full cost details of our tender submission, including; a priced Bill of Quantities detailing all unit rates applied.

Contractor Name:Breheny Civil Engineering Ltd.....

Name:

Position: ...Estimator.....

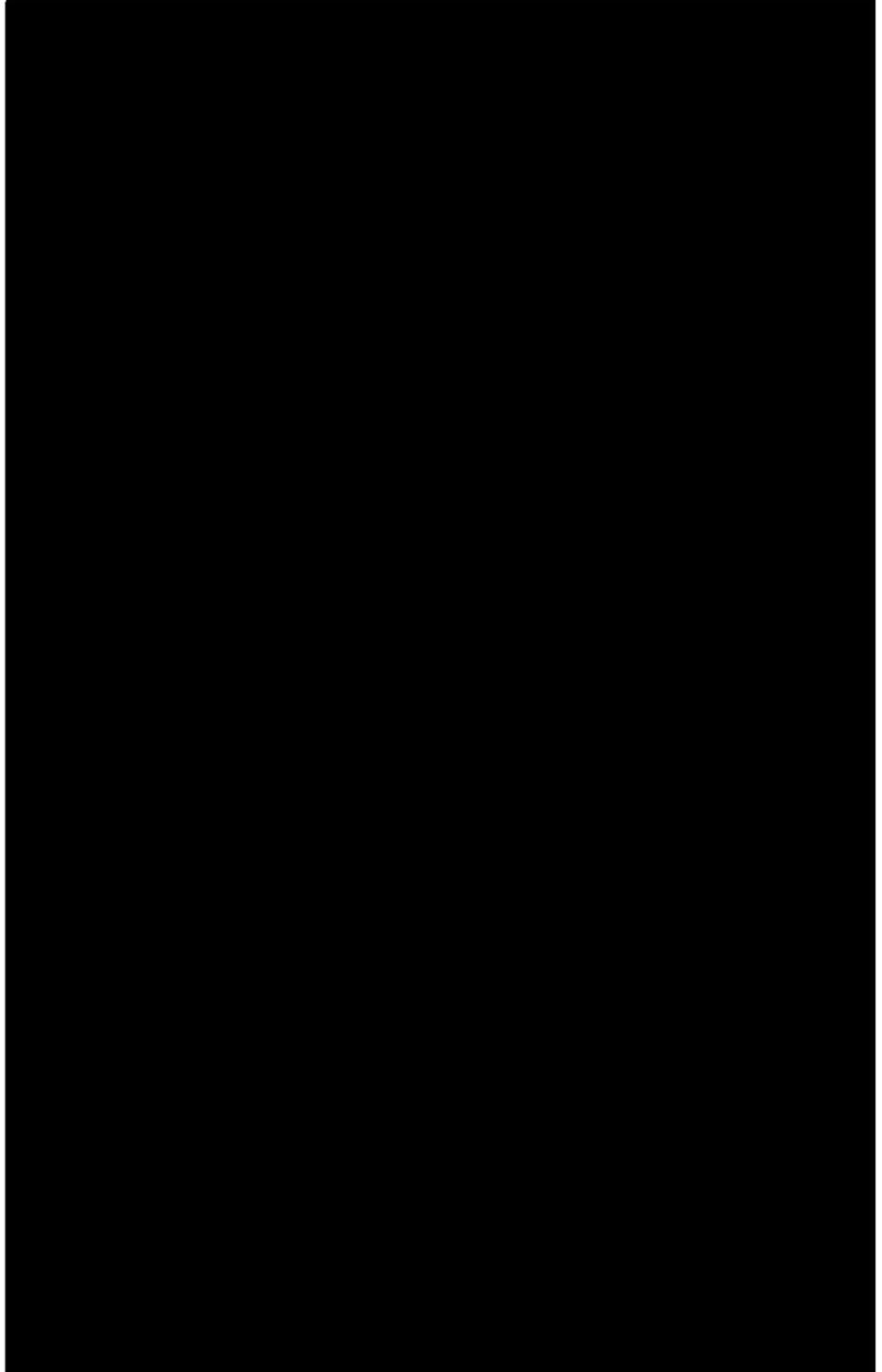
Date:06 February 2019.....

Natural England's (NE) Hoveton Fish Barrier Works Project

2. Preliminaries summary - NE Hoveton Fish Barrier Works Project

Every item must be priced and must not be bracketed

The Contractor is deemed to have included for all items detailed in the tender documents within their price



APPENDICES

Appendix 1

GENERAL DATA PROTECTION REGULATION (GDPR) REQUIREMENTS

ADDITIONAL DEFINITIONS

Agreement: this contract;

Contractor Personnel: means all directors, officers, employees, agents, Contractors and Contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement;

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679)

LED: Law Enforcement Directive (Directive (EU) 2016/680)

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

DATA PROTECTION REQUIREMENTS

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor. The Contractor processes data only as authorised in Appendix 2 (Schedule of Processing, Personal Data and Data Subjects) by the Employer and may not be determined by the Contractor.
- 1.2 The Contractor notifies the Project Manager immediately if it considers that any of requirement of the documents forming part of this contract infringe the Data Protection Legislation.
- 1.3 The Contractor provides all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Employer, include: (a) a systematic description of the envisaged processing operations and the purpose of the processing; (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services; (c) an assessment of the risks to the rights and freedoms of Data Subjects; and (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 In relation to any Personal Data processed in connection with its obligations under the documents forming part of this contract the Contractor:
 - (a) processes that Personal Data only in accordance with Appendix 2 (Schedule of Processing, Personal Data and Data Subjects), unless otherwise required by Law. If it is so required the Contractor shall promptly notify the Employer before processing the Personal Data unless prohibited by Law;
 - (b) ensures that it has in place Protective Measures, which have been reviewed and approved by the Employer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensures that:
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Employer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) do not transfer Personal Data outside of the EU unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:

(i) the Employer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Employer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Employer in meeting its obligations); and (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Employer with respect to the processing of the Personal Data;

(e) at the written direction of the Employer, delete or return Personal Data (and any copies of it) to the Employer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Contractor shall notify the Project Manager immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

1.6 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Employer in phases, as details become available.

1.7 Taking into account the nature of the processing, the Contractor shall provide the Employer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Employer) including by promptly providing:

(a) the Employer with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Employer following any Data Loss Event;

(e) assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.

1.6 The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Employer in phases, as details become available.

1.7 Taking into account the nature of the processing, the Contractor shall provide the Employer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Employer) including by promptly providing:

- (a) the Employer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Employer following any Data Loss Event;
- (e) assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.

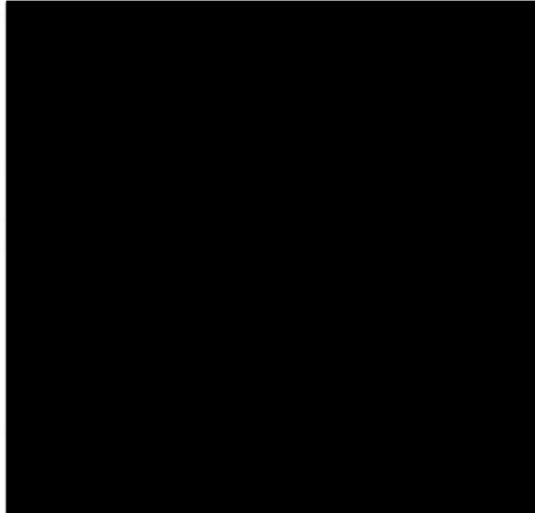
- 1.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Employer determines that the processing is not occasional;
 - (b) the Employer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Employer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Contractor shall allow for audits of its Data Processing activity by the Employer or the Employer's designated auditor.
- 1.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- (a) notify the Employer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Employer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause [X] such that they apply to the Sub-processor; and
 - (d) provide the Employer with such information regarding the Sub-processor as the Employer may reasonably require.
- 1.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Employer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Employer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Appendix 2

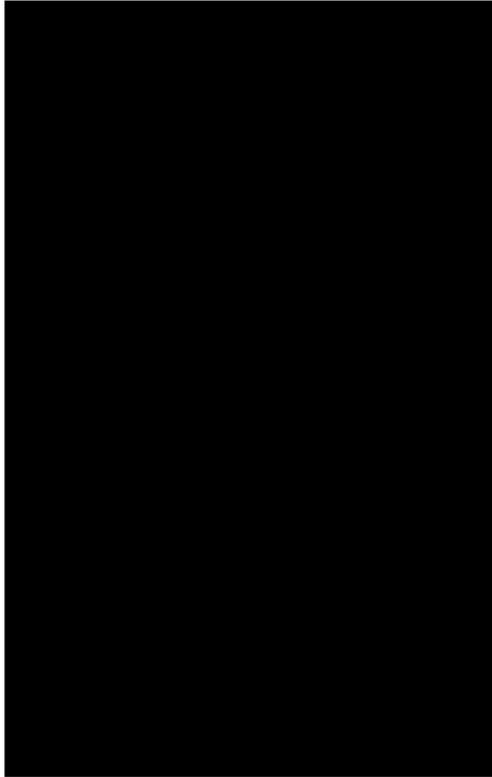
Site Plan - to be included

Executed as a DEED by affixing the
Common Seal of
NATURAL ENGLAND,
'The Employer',
in the
presence of

By



Executed as a deed for and on behalf of
[CONTRACTOR]
by



NEC3 Engineering and Construction Contract Option A

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