



**Framework:** Collaborative Delivery Framework  
**Supplier:** [REDACTED]  
**Company Number:** [REDACTED]  
**Geographical Area:** Midlands  
**Project Name:** Lydney Harbour Sea Gates  
**Project Number:** [REDACTED]  
**Contract Type:** Engineering Construction Contract  
**Option:** Option C  
**Contract Number:** 36286  
**Stage:** Construction

Revision	Status		Originator		Reviewer		Date

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

**Project Name** Lydney Harbour Sea Gates

**Project Number** ENV0002678C

This contract is made on  
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
Lydney Harbour - Sea Gates Repairs with associated works v4, dated 31.05.22

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

**1 General**

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

Main Option	Option C	Option for resolving and avoiding disputes	W2
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Secondary Options

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

The *works* are

Repairs to sea gates, desilting of surrounding area and by-pass sluice

The *Client* is Environment Agency

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Project Manager* is

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Supervisor* is

TBC

Address for communications

Address for electronic communications

The Scope is in  
Lydney Harbour - Sea Gates Repairs with associated works v4, dated 31.05.22

The Site Information is in  
Lydney Harbour - Sea Gates PCI

The *boundaries of the site* are  
shown in Lydney Harbour Site Boundaries doc

The *language of the contract* is English

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

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

## 2 The Contractor's main responsibilities

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

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

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

4 weeks

## 3 Time

The *starting date* is 06.06.22

The *access dates* are  
part of the Site  
Heel post materials for use in construction  
Notice of Entry to site

date  
Already provided pre-contract  
06.06.2022

The *Contractor* submits revised programmes at  
intervals no longer than

4 weeks

The *Completion Date* for the whole of the *works* is 18.07.22

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

1 weeks

## 4 Quality management

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

1 weeks

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

52 weeks

The *defect correction period* is 2 weeks except that  
• The *defect correction period* for public safety is 24 hours  
• The *defect correction period* for is

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is £292,519.79

The *interest rate* is 2.00% per annum (not less than 2) above the  
Base rate of the Bank of England

The *Contractor's share percentages* and the *share ranges* are

	<i>share range</i>			<i>Contractor's share percentage</i>
less than		80 %		0 %
from	80 %	to	120 %	as set out in Schedule 17
greater than		120 %		as set out in Schedule 17

6 Compensation events

The place where weather is to be recorded is The nearest calibrated Met Office Weather Station to the site which is Lydney Gloucester

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 air temperature less than 0 degrees Celsius
- the number of days with snow lying at 9am hours GMT

and these measurements:

- wind speed
- #REF!
- 
- 
- 

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 Lydney Gloucester Weather Station and which are available from Met Office

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

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

These are additional compensation events

- additional desilting above the 10 days initially allowed in the contract
- windspeed above 9mph preventing gate lifting
- High Water Levels-datum point where the contractor cannot work t
- 'not used'
- 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 'not used'
- 'not used'
- 'not used'

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



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

not less than the amount required by law

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

## Resolving and avoiding disputes

The <i>tribunal</i> is litigation in the courts	
The <i>Senior Representatives</i> of the <i>Client</i> are	██████████
Address for communications	Environment Agency ██████████ ██████████ ██████████
Address for electronic communications	██
Name	██████████
Address for communications	████████████████ ██████████████ ██████████ ██████████
Address for electronic communications	██
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	<a href="#">'to be confirmed'</a>
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

## Z Clauses

### Z1 Correctness of Site Information and other documents

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

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

### Z 2A: Risk transfer: Physical conditions within the Site

Clause 60.1 (12) is deleted from this contract.

### Z 2B: Water levels: *Contractor's* risk

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

### Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

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

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

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

## Z 4 The Schedule of Cost Components

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

### Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:

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

### Z7 *Contractor's* share

After cl54.2 and before cl54.3, insert the following additional clause:

54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

### Z10 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 *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

### Z16 Disallowed Costs

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

- was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.
- was incurred as a result of the client issuing a Yellow or Red Card to prepare a Performance Improvement Plan.
- was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

## Z19 Linked contracts

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

## Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

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

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

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

## 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.

## Z30 Material Price Volatility

The *Client* recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the *Client* will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

### Z30.1 Defined terms

- a) The Latest Index (L) is the latest index as issued by the *Client*. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.
- b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.
- c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.

### Z30.2 Price Volatility Provision

Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as:

$$\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$$

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client*. The PVP calculated at the last assessment before 30 June 2022 is used for calculating the price increase after that date.

### Z30.3 Price Increase

Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.

### Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31 July 2021	In period costs only	No
31 August 2021	In period costs only	No
30 September 2021	In period costs only	No
31 October 2021	In period costs only	No
30 November 2021	In period costs only	No
31 December 2021	In period costs only	No
31 January 2022	In period costs only	No
28 February 2022	In period costs only	No
31 March 2022	In period costs only	No
30 April 2022	In period costs only	No
31 May 2022	In period costs only	No
30 June 2022	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

## Secondary Options

### OPTION X2: Changes in the law

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

### OPTION X7: Delay damages

#### X7 only

Delay damages for Completion of the whole of the *works* are [REDACTED] per day

### 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 [REDACTED]

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 6 years

### OPTION X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to [REDACTED]

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

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to [REDACTED]

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 [REDACTED]

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

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

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

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

### Y(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





## Part Two - Data provided by the *Contractor*

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

### 1 General

**The *Contractor* is**

Name

[REDACTED]

Address for communications

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address for electronic communications

The *fee percentage* is

[REDACTED]

[REDACTED]

The *working areas* are

[REDACTED]

The *key persons* are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

Qualifications

Experience

The *key persons* are

Name (2)

Job

Responsibilities

Qualifications

Experience

The *key persons* are

Name (3)

Job

Responsibilities

Qualifications

Experience

The *key persons* are

Name (4)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

### 2 The Contractor's main responsibilities

The Scope provided by the *Contractor* for its design is in

### **3 Time**

The programme identified in the Contract Data is

### **5 Payment**

The *activity schedule* is

### **Resolving and avoiding disputes**

The *Senior Representatives* of the *Contractor* are

Name (1)  
Address for communications

Address for electronic communications

Name (2)  
Address for communications

Address for electronic communications

### **X10: Information Modelling**

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

# Contract Execution

## Client execution

Signed Underhand by Manoj Mistry



01/06/2022

Signature

Date

for and on behalf of the Environment Agency

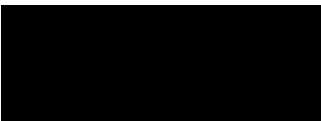
Project Manager

Role

## Contractor execution

Signed Underhand by Trevor Dixon

for and on behalf of Jackson Civil Engineering Group Ltd



01/06/2022

Signature

Date

Company Secretary

Role

# ECC Scope Template

Use the template on the pages that follow to assist you when preparing the Scope for an NEC4 engineering and construction contract (ECC).



# Environment Agency

## NEC4 engineering and construction contract (ECC)

### Scope

#### Project / contract information

Project name	Lydney Harbour Project – Sea Gates and Associated Works
Project SOP reference	██████████
Contract reference	36286
Date	31/05/2022
Version number	4
Author	██████████

#### Revision history

Revision date	Summary of changes	Version number
31/05/2022	Scope Version Updated	Version 4
19/05/2022	Removal of consents	Version 3
10/05/2022	First issue with contract on BRAVO	Version 2

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
LIT 13258	Minimum Technical Requirements	V12	30/12/21

## Contents List

S 100	Description of the <i>works</i>
S 200	General constraints on how the <i>Contractor</i> provides the <i>works</i>
S 300	<i>Contractor's</i> design
S 400	Completion
S 500	Programme
S 600	Quality management
S 700	Tests and inspections
S 800	Management of the <i>works</i>
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	<i>Client's</i> work specifications and drawings Project specific changes to the MTR

## Appendix 1 BIM Protocol

## **S 100 Background**

The strategic driver for investment in navigation assets is legal compliance. The *Client* is the statutory navigation authority for 564km of navigable waterway stretching across the Operational Navigation. The *Client* also has an obligation under the Health & Safety at Work Act (1974), the Management of Health and Safety at Work Regulations (1992) and the Construction (Design and Management) Regulations (2015) to ensure that assets are safe to be used, enjoyed and maintained by staff, operatives, suppliers and the public as appropriate.

Lydney Harbour and the Lydney Canal are located on the West side of the Severn Estuary, comprising a total length of approximately 1.8km (from Entrance to Upper Dock). The harbour has been scheduled as an ancient monument by Heritage England and is on the 'At-risk' register.

A number of improvements have been identified that are key to *Client's* compliance with its legal obligations of maintaining an operational navigation channel, these are as follow:

- Repairs to tidal basin sea gates.
- Silt mobilisation around the flood gates and adjacent areas, such as southern pier where the sluice outlets are located.
- Clean out by-pass sluice chamber, jet clean/flush out the outlet and free discharge to estuary (this work will be subject to a compensation event, as the requirement cannot be fully determined until the silt around the flood gates has been mobilised).

## **S 101 Description of the works**

The *Contractor* shall undertake the following works:

- Repair works to the two gates, in accordance with the design produced by CtP (consulting engineers), as shown in drawings A7142-100-P1 & A7142-200-P2 (Appendix A). This shall include preparation of the uneven stone wall prior to installing the new heel posts and repairs to the associated civil structure for the gates, as shown in drawings MC.18.001 1 & MC.18.001 2 (Appendix A). The timber for the heel posts is to be provided by the *Client*.
- Silt mobilisation of the area indicated by a black box in Figure 002 in accordance with the Natural England approved Habitats Regulations Assessment (HRA) methodology (Appendix B). The average silt depth is approximately 1.5m,
- De-silt by-pass sluice by jetting/flushing out silt and the associated outlets. This work will be subject to a compensation event, as the requirement cannot be fully determined until the silt around the flood gates has been mobilised. The *Contractor* shall ensure that the structure is not damaged during desilting, with particular attention to the sluice valve and spindle shaft.
- Carry out operation checks on the repaired/installed gates to confirm full functionality and satisfactory water tightness has been achieved



FIG 001 – Sea Gates; and Silt Mobilisation



FIG 002 – Plan of works

## S 102 Purpose of the works/ Outcome required

The main objective of this project is to deliver work to navigation assets to ensure the *Client's* compliance with its legal obligations and RI\_2.9 (formerly KPI 851) requirements. Specifically, the purpose of the *works* is to achieve the following outcomes:

- Extend the life of the navigational assets, by repairing the sea gates to a fully operational condition, in accordance with the existing design
- Ensure the sea gates can be safely opened and closed without obstructions from build-up of silt.



- Ensure effective operation of the by-pass sluice and its outlets, by returning the asset to a satisfactorily operational condition.

### **S 103 Environment aspects**

The *Contractor* shall ensure positive environmental outcomes are maximised where possible and no environmental detriment is caused by the *works*. The *Contractor* shall comply with the approved HRA methodology and the requirements of the Environmental Clerk of Works (ECoW) appointed by the *Client*, as required under the HRA.

The *Contractor* shall report any environmental incidents in accordance with the *Client's* Safety, Health, Environment and Welfare Code of Practice (SHEWCoP).

Refer to the additional clauses included in Minimum Technical Requirements (412\_13\_SD01) with regards to control of pollution. In case of any ambiguity, the Scope in this document prevails over CESWI 7 and the Minimum Technical Requirements. The resolution will be directed by Clause 17 of this contract.

The *Contractor's* attention is drawn to the control of pollution provisions in the Environmental Permitting Regulations 2016. The *Contractor* takes all necessary precautions to ensure that no polluting discharge either of solid or liquids is made to any watercourse or to the underground strata and that no work carried out in any watercourse is done in such a manner as to cause pollution.

Any materials, which fall into any watercourse, shall be removed immediately by the *Contractor*.

The *Contractor* obtains the consent of the Environment Agency before making any discharge to any watercourse or the underground strata. The *Contractor* shall allow at least 13 weeks for a response to this application from the date when a complete and satisfactory application has been submitted to the Environment Agency.

The *Contractor* takes all necessary precautions to protect all watercourses, together with water in underground strata, against silting, erosion and pollution.

The *Contractor* ensures that:

- a) Equipment is steam cleaned prior to delivery to Working Areas and maintained to ensure efficiency and to minimise emissions;
- b) All fuel, hydraulic fluids, lubricating oils or chemicals stored in bulk on Working Areas are located as far away as reasonably possible, and in no case closer than 10 metres, from any watercourse/drain and that such stores are *sited* on impervious bases and surrounded with an effective and impervious bund capable of holding the full contents of the store plus 10%. The drainage system of the bund is to be sealed with no discharge to any watercourse, drain, land or groundwater, and delivery and vent pipes are to terminate within the bund;
- c) All stores are kept locked when not in use, and all containers are clearly labelled with their contents. Leaking or empty oil drums or chemical containers shall be removed from the *Site* immediately;
- d) Equipment which leaks any fuel, lubricant or hydraulic fluid is not used, and all static Equipment using fuel oil is located as far away as reasonably possible from any watercourse, surrounded with oil-absorbent material to contain spills or leaks and use of drip trays;

e) Refuelling or servicing of Equipment is undertaken in designated locations away from watercourses or drains, and refuelling is supervised and carried out by pumping through a trigger type delivery nozzle;

f) An adequate supply of oil absorbent materials is readily available on *Site* at all times and staff appropriately trained on its use. Any spillage is immediately contained, removed from *Site* and disposed of to a licensed tip and the Supervisor informed immediately;

g) Silted or discoloured water pumped from excavations is either irrigated over grassland or settled in a lagoon prior to any discharge to a watercourse;

h) Equipment is not used in a watercourse or to ford a watercourse without the consent of the Environment Agency. Regular river crossings are by way of temporary bridges or culverts with the acceptance of the *Project Manager*.

i) Haul roads and approaches to watercourses are regularly scraped and maintained free from deposits of slurry. Any slurry so removed is disposed of in a location agreed by the Supervisor avoiding pollution of the watercourse. Precautions are taken to ensure surface water drains are not contaminated by solids from workings and associated transport;

j) There is no discharge or seepage of cement slurry from any concreting work, mixing Plant or ready-mix vehicle into any watercourse;

k) Equipment parking and servicing areas and wheel washing facilities are located with the acceptance of the *Project Manager*;

l) Any imported fill or construction material is free from polluting or toxic substances where drainage from the material can directly enter surface or underground waters;

m) Suitable sheeting is provided under any structure over a watercourse which is to be cleaned by mechanical or chemical means and/or painted in order to prevent material entering the watercourse.

Without the consent of the Environment Agency (as Regulatory Authority), the *Contractor* does not remove from a watercourse deposits accumulated due to a dam, weir or sluice, nor promotes the removal of deposits by causing them to be carried away in suspension in the waters.

## **S 104 Publicity**

The *Contractor* notifies the *Project Manager* of all press or media enquiries and refers the enquirer to the *Client's* contact centre (03708 506 506).

## **S 105 Liaison with third Parties**

The *Contractor* notifies the *Project Manager* of any requests for meetings received from third Parties so that the *Client* has the option to attend or send a representative.

The *Contractor* records all meetings and agreements with third parties and notifies the *Client* and *Project Manager* of the details.

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

### **S 201      General constraints**

General constraints will be applied and consideration by the *Contractor* should be given to but not limited to the following:

- Compliance with the HRA and other applicable environmental constraints
- Noise and vibrations – erection of heras fencing and with sound and visual barrier around the works.
- Working hours 8:00 am to 16:00
- Use of cranes – crane can be used with express permission of the *Client* and Heritage England. The access route to site has vegetation/ trees that may impede the access of the crane.
- Pollution, ecological and environmental impact - refer to guidance for pollution prevention, including restrictions on the use of hazardous materials - oil containers; fuel and lubricating oil, brake fluid - to avoid pollution of the watercourse.
- Archaeological requirements – As per Mel Berge's letter dated 17/12/2021 (Appendix C)
- Tidal working – the site is tidal and therefore the *Contractor* shall allow for tidal working in the programme as necessary and appropriate.

### **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**

The *Contractor* is responsible for the security of the Working Areas and of vehicles and pedestrians entering and leaving the Working Areas. *Contractor* to determine the security requirements based on local conditions and experience.

The *Contractor* ensures that the *Site* gates are closed after the passage of vehicles or personnel on each and every occasion. Gates are not left open.

The *Contractor* ensures that the Working Areas are left properly secured at the end of each working day.

The *Contractor* considers the security of neighbouring properties and does not leave unattended scaffolding, ladders, Equipment, or any Plant, which provide or assist access to neighbouring properties.

Where permanent security fencing to neighbouring properties is removed as part of the works, it is replaced by suitable temporary fencing when the *Site* is unoccupied.

The *Contractor* adequately fences the *Site* and erects fencing and gates before other work starts in that part of the *Site*. The *Contractor* regularly inspects and maintains all *Site* fencing and gates, and promptly repairs damage.

The *Contractor* provides access in temporary *Site* fencing and gates as necessary for the use of the occupiers of adjacent land.

Keys and/or codes for all gates and barriers shall be provided to the *Client*.

#### **S 204      Security and identification of people**

The *Contractor* shall instigate such measures to ensure persons on the *Site* are adequately monitored and any unidentified persons are engaged with and escorted to the appropriate location, or person, if they have a genuine reason for being within the Working Area. In the event persons cannot be identified and they decline to leave the *works* area the *Contractor* shall inform the *Client*.

#### **S 205      Protection of existing structures and services**

The *Contractor* will work with the *Client's* Waterways, NEAS and FBG teams and Historic England to identify specific requirements for the protection of existing structures, services, mains, trees and other plants. This will include the requirements for maintenance of existing services and the procedures for working on existing structures and services.

#### **S 206      Protection of the works**

The *Contractor* shall take all reasonable care and precautions not to damage any existing structures, equipment, services, mains, trees and other plants during the *works* and shall keep all areas within their control, or working areas, clean of debris etc. arising from their operations.

#### **S 207      Cleanliness of the roads/access roads**

All existing shared accesses used by vehicles of the *Contractor* or any of their Subcontractors or suppliers of Material or Equipment shall be kept clean and clear of all dust, sand, mud or any other matter. The *Contractor* shall clear all dust, sand and mud, or any other loose material resulting from the *works* spreading on these roads.

Clearance shall be affected immediately by manual sweeping and removal of debris or, if so directed by the *Supervisor*, by mechanical sweeping and clearing equipment and all dust, sand, mud and other debris shall be removed entirely from the road surface of the shared access. Additionally, if so directed by the *Supervisor*, the road surface of the shared access is hosed or watered using suitable Equipment.

#### **S 208      Traffic Management**

The *Contractor* is responsible for any traffic safety and management.

#### **S 209      Condition survey**

The *Contractor* is to undertake a photographic condition survey of the access routes and *Site* before commencing *works*. A post *works* condition survey of the same areas is also to be undertaken by the *Contractor*, and any defects caused by the *Contractor*, their access or the *works* are to be reinstated to the satisfaction of the *Client*.

All condition surveys carried out by the *Contractor* and any associated reinstatement *works* will be recorded and stored in the BIM archive.

#### **S 2010      Consideration of Others**

Restrictions on work to avoid disturbance to the general public and occupiers of adjacent premises are to be agreed with the *Project Manager*.

As this *Site* is very open to the public, *site* signage in accordance with the MTR's is to be provided by the *Contractor*, to make the public aware of the *works* being undertaken.

#### **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 *Contractor's site* procedures. Other than any additional COVID-19 protective measures to ensure the construction *sites* comply with Government guidelines.

**Waste materials**

Nothing specific over and above the usual *Contractor's site* procedures. The *Contractor* is responsible for preparing and submitting the *Site* Waste Management Plan to include removal of waste, any restrictions on the disposal of waste material and where possible the recycling of waste.

**S 2013      Deleterious and hazardous materials**

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

**S 2014      Commencing works**

The information required to commence *works* on *Site* is detailed on the Stop/Go Form. The *Contractor* is accountable and responsible for ensuring that all information has been provided and the Stop/Go Form checked and signed off by the Principal Designer prior to the start on *Site* date.

**S 300**      ***Contractor's Design***  
N/A

## **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*:

- 1 hard copy of Health and Safety File and one electronic version
- 1 hard copy of Operating and Maintenance Manuals and one electronic version.
- 1 hard copy of As Built drawings and one electronic version
- Population of the *Client's* latest version of the Project Cost Tool, or its successor
- Transfer to the *Client* databases of BIM data
- Delivery of the Final Carbon Report

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* on Completion.

### **S 406 Correcting Defects**

Access for the correction of defects 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*, *Project manager*, *Client* (scheme *Project manager*) and *Client* Senior User. The initial inspection shall take place a minimum of three weeks in advance of the planned takeover or *Completion*.

### **S 408 Take over**

Once the *works* are complete and the *Client* has conducted a satisfactory scheme acceptance visit the *Site* can be handed back to the *Client*.

## **S 500 Programme**

### **S 501 Programme requirements**

The programme complies with the requirements of Clause 31.2 and includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP).

## **S 502 Programme arrangement**

The *Contractor* shall submit their programme for acceptance in accordance with the time scale stated in Contract Data Part 1. The programme shall comply with the requirements set out in Clause 31 and be produced in an electronic format in Microsoft Project and \*.pdf formats including a single hard copy. The revised programmes for acceptance shall be submitted via FastDraft to the *Project Manager*.

Further to the requirements of ECC Clause 32, the *Contractor* shall provide a written explanation of changes to each programme activity, sufficient to enable the *Project Manager* to understand the cause and impacts.

## **S 503 Methodology statement**

A schedule of method statements and risk assessments as set out in the *Client's* Operational Instruction 300\_10\_SD06 shall be included with each updated programme. This schedule includes items relating to both the temporary and permanent *works*.

Method statements shall be submitted to the *Project manager* in advance of the associated activities taking place. The *Contractor* shall allow the *period for reply* for acceptance of method statements. If the method statement has not been accepted and is resubmitted, the *period of reply*, applies again. Work does not commence until the *Project manager* has accepted the relevant method statement. The *Contractor* shall do the work in accordance with the accepted method statement.

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

- a) Health & safety measures;
- b) Extent of Working Areas and protective barriers;
- c) Access to Working Areas, including confined spaces;
- d) The implementation of relevant statutory regulations;
- e) The design and construction of temporary *works*;
- f) How the environmental impact of the activities is to be minimised;
- g) Equipment requirements, siting and mode of operation;
- h) Labour requirements and supervision including competency requirements;
- i) Delivery and storage of Materials;
- j) Provision of access to third Parties;
- k) Details of the construction sequence;
- l) Details of working methods;
- m) Detailed programme of work covered by the method statement;
- n) Implementation of the results of any consultation with third Parties;
- o) Contingency plans in the event of flooding, other difficulties or emergencies;



- p) Risk and COSHH assessments;

**S 504 Work of the *Client* and Others**

The *Contractor* is to include dates for Site Acceptance by the *Client* on the programme.

**S 505 Information required**

NA

**S 506 Revised programme**

Any changes to the programme are to be summarised by the *Contractor*.

## **S 600     Quality management**

### **S 601     Samples**

N/A

### **S 602     Quality Statement**

The *Contractor* shall submit their quality plan to the *Project manager* within 4 weeks of the starting date.

### **S 603     Quality management system**

The *Contractor's* Quality Management System (QMS) shall be outlined in a Quality Plan complying with the spirit of ISO 9001, although accreditation is not mandatory.

The objective of the quality system is assurance at all stages of the project, that the work is being carried out in accordance with the Contract. The Quality Plan shall cover all stages of the Contract, including design and construction.

Copies of the Quality Plan, quality records and other quality documentation shall be submitted to the *Supervisor* promptly and, in respect of imported materials, before such materials arrive on the *Site*.

The quality procedures for the construction period shall be provided with the preliminary method statement prior to any work commencing and shall be agreed with the *Project manager*.

The *Contractor* shall ensure an Environmental Management System (EMS) is in place for this contract. This EMS shall comply with the spirit of ISO 14001 although accreditation is not mandatory. The EMS shall ensure:

- a) Documentation stating the intentions, targets and principles in relation to environmental performance is signed by the organisation's representative and assure it is communicated internally and externally;
- b) A clear structure with documented roles and responsibilities for employees and relevant Parties, including an emergency procedures post (i.e. regarding environmental accidents) is in place;
- c) A reporting system is set to provide the *Project Manager* information on all incidents and provide information for any necessary environmental audits;
- d) The development of method statements to protect all environmentally sensitive aspects of the design, manufacturing, installation and commissioning process, that can be audited by the *Project Manager*;
- e) A policy to promote efficient and sustainable purchasing and disposal of all material necessary for the design, *Site* work and manufacturing aspects (e.g. ensure suppliers have an EMS, recycle to the extent possible).

The *Project Manager* or their representative(s) shall be entitled to audit the *Contractor's* management systems at any time subject only to giving the *Contractor* 24 hours' notice of their intention.

### **S 604     BIM requirements**

The BIM Information Manager is the *Client's* project manager.

## S 700 Tests and Inspections

Testing of the gates and by-pass sluice to ensure they are fully operational (including, but not limited to, free movement and water-tightness) shall be conducted and photographically recorded by the *Contractor*, with the *Client*, *Project Manager* and *Supervisor* invited to witness the testing.

## S 800 Management of the works

### S 801 Project team – Others

For information the following other parties (in addition to those identified in the contract) are involved in the overall management of the project:

- a) **Project Board** – this comprises senior members of the *Client's* staff including the Project Sponsor, Project Executive, Senior User, Senior technical staff and a Senior Supplier representative. The Project Board provide oversight and direction to the overall project.
- b) ***Client's* Project Delivery Team** – including the *Client's Project Manager*, Senior user representative and *Client's* technical staff responsible for the delivery of the project.
- c) **Principal Designer** – appointed under the CDM Regulations. Duties are as defined in the CDM regulations and the *Clients* Health, Safety, Environment and Welfare Code of Practice.
- d) **Cost Manager** – responsible for managing the cost aspects of the project on behalf of the *Client*.
- e) **Independent Technical Advisor (ITA)** – this organisation will support the project by providing independent technical advice to the *Client*.

The *Contractor's* project manager shall be demonstrably experienced in delivering similar sized, technically and logistically-complex projects on operational *Sites* and shall be ICE NEC4 project manager Accreditation qualified for the use of the NEC4 form of contract.

The *Contractor* shall provide a single, named, person as their design manager to be responsible for the management of the design elements. The design manager shall be experienced in the delivery of the design of similar size and complexity projects.

The Project team

- |                                   |                               |
|-----------------------------------|-------------------------------|
| • Senior User                     | Andy Bennison                 |
| • Project Executive               | John Routledge                |
| • <i>Client's Project manager</i> | Manoj Mistry                  |
| • Design Team                     | Arup                          |
| • <i>Contractor</i>               | Jackson Civil Engineering Ltd |
| • Principal Designer              | Brian Smith                   |
| • ECC PM                          | Dan Clark                     |
| • Cost Manager                    | Thomas Colborne               |
| • Site Supervisor                 | TBD                           |

### S 802 Communications

In managing the *works* the *Contractor* shall:

- Maintain weekly contact with the *Client's* project and environmental (FBG) teams, that the *Client* is fully informed of progress and issues.
- Organise and produce an agenda for progress meetings at 4-week intervals. The *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 *Project Manager* and the *Client* at least 3 working days before the progress meeting.

- The *Contractor's* project manager and environmental lead shall attend all progress meetings (or arrange suitable replacement with agreement from the *Client*). 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 their Project Director or Framework Manager with substantial relevant experience.

### **S 803      Monthly Progress Reporting**

The *Contractor* submits formal monthly progress reports to the *Project Manager*, on a regular date to be specified by the *Project Manager*.

The monthly progress reports shall cover the following:

- a) Health & safety incidents
- b) Progress
  - Activities started, progressed and completed during the month;
  - activities planned for the forthcoming month;
  - summary of transfers and any effect on working;
  - significant changes to the Scope instructed;
- c) Labour/Materials/Equipment
  - summary of principal Equipment and Materials brought to *Site* or taken off *Site*;
  - *Subcontractors* on *Site*; and
  - numbers on *Site*.
- d) Programme
  - A marked up copy of the Accepted Programme showing progress and percentage Completion of each activity; and
  - a revised programme (if appropriate, or if required by the Contract Data part one).
- e) Issues
  - Problems encountered or anticipated (Note: this does not supplant the early warning process).
- f) Information/services required from the *Client*
- g) Public relations
  - Contacts with the public or other third Parties; and
  - complaints or claims.
- h) Environmental
  - Pollution incidents;
  - recycling and waste reports;
  - updates to the EAP;
  - progress on discharge of planning conditions;
  - *Site* Waste Management Plan data sheets;
- i) Representative progress photographs

- j) Any other issue/subject requested by the *Project Manager*.

## **S 900 Working with the *Client* and Others**

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

Should the *Contractor* have to share the *Site* with others, the *Contractor* will arrange with the *Project Manager* how the *Site* will be managed and under whose control. Taking into consideration Clauses 25.1 and 60.1(5) Provide a list of activities to be undertaken, explaining the following.

- What is being done,
- Who is doing it,
- When it is being done, and for how long,
- Where is it being done,
- How the *Contractor* is to co-operate and share the Working Areas.

### **S 902 Co-operation**

The *Contractor* is required to co-operate with all third-party stakeholders in obtaining and providing information which is needed by the *Client* in connection with the *works*.

### **S 903 Co-ordination**

The *Contractor* will initially liaise with the *Project manager* to agree the co-ordination of *works* and access.

### **S 904 Authorities and utilities providers**

The *Contractor* shall be responsible for arranging and managing all of the *works* by utility providers to enable water, telecommunication and electricity service connections necessary to Provide the Works.

The *Contractor* is responsible for the enquiry, management, procurement and provision of notices and payment for any temporary or permanent service diversions required to be undertaken for the *works*.

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

The *Contractor*, Sub-Contractors and designers are expected to:

- Use local employment and local training initiatives where appropriate and practicable;
- Look for opportunities to enhance community benefits
- Encourage a diverse supply base that includes local Small and Medium Enterprises, social enterprises and the Voluntary in the Community Sector.
- Develop and integrate modern apprenticeship opportunities and encourage the consideration of diversity and equality in our decisions. Demonstrate compliance with the Equality Act 2010 through the work delivered. Projects and community engagement should be inclusive and accessible for all. The Environment Agency “Access for All Design Guidance” is available to support this approach.
- Adopt a policy of equal opportunities to encourage a diverse workforce;
- Offer training and development to all staff, including the *Client*’s to meet individual, project and company needs.

## **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***

The *Contractor* shall be responsible for arranging their own electricity, lighting, water, telephone supplies and drainage facilities for the compound and for the execution of the Contract and shall be responsible for all costs and charges in connection therewith.

All temporary installations shall comply with statutory regulations and shall be in accordance with current best practice.

The *Contractor* provides and erects where construction activities are taking place, , a 'Portacabin' or part of a 'Portacabin' or equal approved office for the use of the *Supervisor, Project Manager* and their staff. The offices are not less than 15m<sup>2</sup> in plan and are equipped with a minimum 2 desks and chairs, 2 lockable drawer units and a 3 shelf bookcase (minimum 1.5m high x 1.2m wide) or equivalent shelving units.

The *Contractor* shall clean the accommodation daily, maintain it for the duration of the project and remove it on Completion. All items provided shall revert to the *Contractor's* ownership on Completion.

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

The accommodation is provided ready for use within 7 calendar days of the *Contractor* accessing the *Site*, unless otherwise agreed with the *Project Manager*.

Accommodation and services are removed by the *Contractor* on Completion, or at such other date as directed by the *Project Manager*.

The *Contractor* provides the following facilities for the exclusive use of the *Supervisor, Project manager* and their staff where construction activities are taking place:

For the exclusive use of the *Supervisor, Project Manager* and their staff, a Wireless All-in-One A3 Colour Ink-jet - copier / printer / scanner, or similar approved, complete with paper and replacement ink cartridges for the duration of the Contract.

Unlimited download broadband internet connection via Wi-Fi.

The *Contractor* provides, maintains and removes on Completion the following facilities for the use of the *Supervisor, Project Manager* and their staff where construction activities are taking place and should be shared with the *Contractor's Site* supervision staff.

Washrooms with WC and washbasin with hot and cold running water and clothes rack. Temporary arrangements for the disposal of sewage shall be provided. Clean towels, soap, toilet paper, etc, are provided as required.

Kitchen facility including kettle, microwave and fridge. Clean towels, cups, plates, coffee, tea, sugar and milk are provided as required.

Shower facilities.

Access to a meeting room within the *Site* compound.

The *Contractor* shall be responsible for the removal of foul sewage and shall allow for paying all charges in connection therewith.

The *Contractor* shall be responsible for the removal of all facilities and Plant and reinstate land on Completion. The *Contractor* shall make due allowance in his Total of Prices for on-*Site* Equipment.

The *Contractor* supplies, erects and maintains, for the duration of the *works* a signboard at a location to be agreed by the *Project Manager*. The *Contractor* designs the supports and foundations for the signboards and erects them at locations agreed with the *Project Manager*.

Scheme sign boards will be as specified in the *Client's* Site Branding Guide and as agreed with the *Project Manager*.

The *Contractor* does not erect any other signboards without the written consent of the *Project Manager*.

The sign boards are maintained in good condition throughout the period of the *works* and removed by the *Contractor* on Completion of the *works*.

The *Contractor* provides warning signs at locations agreed with the *Project Manager*, warning the public of the dangers of the *works* and bearing the name, address and emergency telephone number of the *Contractor*. The signs are erected prior to commencement of the *works* and maintained for the duration of the *works*.

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

The *Client* will provide but not limited to the following:

- Access to the *Site*,
- Space for the accommodation,

## **S 1100 Health and safety**

### **S 1101 Health and safety requirements**

The *Contractor* and their Subcontractors shall comply with the *Client's* Safety, Health, Environment and Welfare (SHEW) Code of Practice (CoP).

The *Contractor* shall provide regular toolbox talks to *Site* personnel to ensure that health and safety issues, the requirements of the contract and the design and the contents of method statements are communicated throughout the *Site* team.

The *Contractor* shall report any health and safety incidents on *Site* using the procedure outlined in "Environment Agency Operational Instruction 300\_10\_SD20: Reporting incidents at *Contractors' Sites*". The following sequence shall be followed by the *Contractor*:

Follow internal procedures and legal duties for reporting under RIDDOR.  
Report the incident to the *Client* as soon as possible.

Investigate the incident - the *Contractor* shall perform the correct level of investigation and circulate the lessons learnt.

The *Contractor* shall provide a written report within 21 days of the incident, unless otherwise agreed with the *Project Manager* to the following:

*Project Manager*

AND

*Client*

The *Contractor* shall provide first aid facilities; materials and personnel trained in first aid, for the benefit of their own people, those of their Subcontractors and the *Site* staff of the *Project manager, Supervisor* and *Client*.

The *Contractor's* health and safety officer shall carry out regular audits of the *Site works* and submit copies of audit reports and proposed remedial actions to the *Supervisor* prior to the end of the following week.

In addition, the *Client* may carry out *Site* audits. The *Contractor* assists in these audits and complies with any recommendations made during such audits.

The *Contractor* provides an occupational health programme for their staff and is registered with "Constructing Better Health".

The *Contractor* shall maintain arrangements whereby he can call out, within 3 hours, labour, Equipment and Materials outside normal working hours to carry out any work needed for an emergency associated with the *works*. The *Contractor* shall provide the *Project manager* at all times with the names and telephone numbers of at least two senior members of the *Contractor's Site* team who are responsible for organising emergency work. These people are included on the *Client's* Emergency Contact List (Environment Agency Form 155\_04-SD79).

The *Contractor* shall acquaint themselves and their employees with any relevant safety or environmental emergency arrangements including those of the *Client*.

The *Contractor* shall provide emergency vehicle access to properties at all times and give reasonable access to members of the emergency services who may inspect the *Site*.



The *Contractor* shall provide access to all parts of the *Site* for the *Client* to undertake emergency inspections or repairs.

## **S 1102      Legal requirements**

The Construction (Design and Management) Regulations 2015 (the CDM Regulations) apply to the *works*.

The Principal Designer duties under the CDM Regulations 2015 shall be undertaken by a third party nominated by the *Client*:

The Principal Designer is currently:

Mott MacDonald Ltd:  
Mr Brian Smith  
Telephone: 07794 042175  
Email: brian.smith@mottmac.com

The *Client* duties under the CDM Regulations 2015 shall be undertaken by the *Client*.

The Principal Contractor duties under the CDM Regulations 2015 shall be undertaken by the *Contractor*.

The CDM Pre-construction Information does not form part of the Contract.

The *Contractor* shall copy to the *Project Manager* all correspondence with the Principal Designer.

The *Contractor* prepares the Health and Safety File in accordance with the requirements of Environment Agency Operational Instruction 300\_10\_SD17: Health and Safety file (HSF) guidance document. The Health and Safety File is submitted to the *Client* and the Principal Designer for acceptance at least 20 working days prior to Completion.

The *Project Manager* will not issue the Completion Certificate until the required information as listed stated in the *Client's* Operational Instruction 300\_10\_SD17: Health and Safety file (HSF) guidance document has been provided and the other stated requirements (see WI400) for Completion have been met.

## **S 1103      Inspections**

Both the *Project Manager* and the Principal Designer will review and inspect the *Contractor's* health and safety procedures prior to the start of *works*.

The *Project Manager* is entitled to inspect all registers, reports and certificates, which the *Contractor* is required by law to keep and issue in respect of safety matters and accidents.

## **S 1200     Subcontracting**

### **S 1201     Restrictions or requirements for subcontracting**

The *Contractor* will procure subcontracts and Subcontractors in accordance with Clause 26 of this contract.

### **S 1202     Acceptance procedures**

### **S 1300     Title**

### **S 1301     Marking**

Any Equipment, Plant and Materials which are outside the Working Areas will be identified by the *Client* who will instruct how they are to be marked up and if any tests are required.

### **S 1302     Materials from Excavation and demolition**

Clause 73.2 - any materials arising from excavation and demolition that cannot be reused for the new permanent *works* are to be disposed of by the *Contractor*.

## **S 1400 Acceptance or procurement procedure (Options C and E)**

The *Contractor* shall provide a Payment profile with milestones for design and construction deliverables.

The *Contractor* sets up a procedure for vesting of items not yet delivered to the Working Areas for the *Client* prior to Payment being made for such undelivered items.

## **S 1500 Accounts and records (Options C and E)**

### **S 1501 Additional Records**

The following records shall be kept by the *Contractor*:

- a. Timesheets and *Site* allocation sheets;
- b. Equipment records;
- c. Forecasts of the total Defined Cost;
- d. Specific procurement and cost reports.

The following records are to be provided to the *Project Manager* with all Applications for Payment, but not limited to:

- a. Staff timesheets
- b. Labour signed timesheets
- c. Plant weekly returns
- d. Material received sheets / delivery records
- e. *Subcontractor* applications detailing when Payments are due / paid
- f. Daily Diary sheets as completed by the *Site* management.

## **S1600 Parent Company Guarantee (Option X4)**

If not already provided under the framework the *Contractor* shall provide a Parent Company Guarantee.

## **S1700 Client's work specifications and drawings**

### **S 1701 Client's work specification**

### **S 1702 Drawings**

The *Client* has provided the design drawings for construction of the *works* required. These are included in Appendix A.

The *Contractor* shall comply with the latest revision and relevant sections of all relevant regulations, standards and codes of practices at the Contract Date.

Should there be any conflict between specification clauses between this Scope and other documents, the matter should be resolved in accordance with ECC clause 17.1.

**S 1703      Standards the *Contractor* will comply with**

The *Contractor* shall adhere to the *Client's* Employers Information Requirements (EIR) framework level minimum technical requirements.

**Appendix A – Design Drawings**

A7142-100-P1  
A7142-200-P2  
MC.18.001 1  
MC.18.001 2

**Appendix B – HRA Methodology**

**Appendix C – Archaeologists Letter**