
Environment
Agency

Environment Agency
NEC4 engineering and construction contract (ECC)
Scope

Project / contract information

Project name	Humber Stallingborough Phase 3
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Author	[redacted]

Revision history

Revision date	Summary of changes	Version number
28/06/22	First issue	1.03
01/11/22	Second issue	1 04
14/11/22	Third Issue	1 05
	FBC Issue	1.06
05/05/23	Contract Award	1.07

This Scope should be read in conjunction with the version of the Minimum Technical Requirements and Employer Information 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 (MTR)	V12	30 Dec 2021
LIT 17641	Employer's Information Requirements	V03	20 Dec 2022

Contents List

S 100 Description of the *works*

Background

The Humber - Stallingborough Phase 3 Project (hereinafter referred to as Stallingborough) is concerned with a 4.7km length of hard coastal flood defences between Middle Drain and New Cut Drain along the Humber Estuary (North Lincolnshire) Refer to Appendix A for Site Plan The existing defences are in various states of disrepair and are likely to deteriorate further with the area being particularly susceptible to the effects of tidal surges.

An Outline Business Case (OBC) was completed in December 2021 and the recommendation was for works to be undertaken to the revetment to maintain the standard of service through a preferred option of upgrading and refurbishing the existing tidal defences The OBC also includes do-minimum *works* to four tidal outfalls with enhancements for safer operational access and control. The objectives of the project are to:

- Maintain the current standard of service of the existing defences to 2046 in line with the Humber Strategy reflecting the ambitions of Humber 2100+ At this point it is expected that future interventions will be required to continue to provide a good standard of protection in this location.
- Minimise the impact of the scheme on the environment, in particular the environmentally designated site and deliver environmental enhancements where possible
- Consider sustainability and contribute to EA ambitions and targets, for example the EA2025 Action Plan, e:Mission 2030 Strategy.
- Retain flexibility in the future approach to flood risk management in this area and include resilience as part of the solution
- Consider that future plans may include raising of the defence and seek solutions which support future defence improvements and outfall adaptation.
- Consider the requirements of local stakeholders where possible.
- Minimise the delivery programme for the scheme to avoid and reduce disruption to the Designated Site with May 2023 to be the targeted construction start date

S 101 Description of the *works*

The scheme comprises revetment refurbishment works, outfall improvement works, landscape and environmental enhancement works along the 4.7km hard coastal flood defences between Middle Drain and New Cut Drain The *works* in will be delivered in two stages defined as described below:

Stage 1

The scope of Stage 1 shall be undertaken in accordance with the construction drawings and works specification provided in the Appendices, which includes:

- Purchase, transport, onsite testing, storage of rock (at designated site compound locations) and placement of rock on the existing revetments from Section 1 to 4
- Resealing of existing revetments in Section 5
- Outfall improvement works at Middle Drain, Mawmbridge Drain and Stage 1 works at Old Fleet Drain tidal outfalls
- Landscaping works along the coastal frontage

Stage 2

The scope of Stage 2 shall be undertaken in accordance with the construction drawings and works specification. The Stage 2 works include:

- Outfall improvement works at New Cut Drain and Stage 2 works at Old Fleet Drain
- Hard landscaping and reinstatement works

Note - Stage 2 works are subject to separate planning, MMO and IROPI approvals. Access is not permitted, and these works are not to be commenced until the *Project Manager* notifies the *Contractor* that all third-party approvals are in place

S 102 Purpose of the *works*

The Outline Business Case (OBC) identified that rock armour was the economically preferred option to address the ongoing degradation of the revetment and maintain the standard of service until 2046 The preferred option also includes works to maintain the structural integrity of the outfalls and localised repairs to the toe of the defence along the southern section of the scheme where the existing management approach to the revetment is expected to be sufficient for the remainder of the appraisal period. The rock armour solution was assessed to have a lower carbon cost, least impact on the environmentally designated site and greater sustainability benefits compared to other short-listed options

S103 General Responsibilities

Occupational health, safety and welfare are of paramount importance to the *Client*. The works should be undertaken in a manner that achieves high standards of health, safety and welfare. The *Contractor's* general responsibilities shall include but not be limited to the following and reference shall be made to the relevant drawings along with other documents provided:

- General project management including attending monthly progress meetings, producing minutes and monthly reporting including monthly financial forecasting
- Contribute to the ongoing maintenance of the *Client* managed Project Risk Register monthly or more often as the *works* require
- Providing technical support to the *Client* and *Project Manager*
- Producing and implementing a Site Waste Management Plan
- Producing and implementing a Construction Environmental Management Plan (CEMP)
- Update the Carbon Calculator and Site Waste Management Plan The Carbon Calculator and Environmental KPIs are to be returned on a quarterly basis
- Attendance at weekly issues log telecons / meetings
- Implement actions required by the Environmental Action Plan, maintain record of progress and further actions and sign off when actions completed
- Complete Environmental Audits in accordance with the Environmental Action Plan
- Contributing to a project Lessons Learned Log
- Contributing to a quarterly Project Efficiency Register
- Producing and implementing a Traffic Management Plan
- Assisting the *Client* with the development and issue of Notices of Entry for gaining access onto any private land
- The review, assessment and verification of information provided by the *Project Manager*
- Carrying out and completion of all specified testing
- The appointed *Contractor* consults the Local Authority/Highway Authority for any particular traffic management measures that might be required, and to duly allow for such provision as is required
- The *Contractor* consults with utility providers to confirm measures required to ensure safe construction of the *works*, and to duly allow for such provision as is required

- The *Contractor* shall adhere to the requirements of the Environmental Action Plan including Environmental Auditing and Environmental Incident Reporting procedures
- Applying for all necessary consents, as well as adhering to the conditions stipulated by all approved consents and permits
- Construct the *works* in accordance with the drawings as detailed in S 1700
- The *Contractor* shall use the ERIC Carbon Planning Tools as indicated in the Operational Instruction 120_16. This includes all carbon tools and associated carbon reports during the contract lifecycle
- Obtaining any topographic and ground investigation survey necessary to provide the *works*
- Provision of a project bank account for the duration of the *works*.

S104 Works to be undertaken by the *Contractor*

The *works* which are to be undertaken by the *Contractor* shall include, but are not limited to:

Design

- Complete any temporary works design required to ensure safe construction and stability during the *works*.

- Develop the MEICA designs for any flap valves and penstock gates to support the construction of the *works*.

Environment

- Prior to site establishment the *Contractor* shall undertake a pre-construction photographic survey of land and properties that could be affected by the *works.*

- The *Contractor* shall implement all actions assigned to them in the Environmental Action Plan; current at the Contract Date. This document will be reviewed and updated throughout the project and any changes to it agreed with the *Client*;

- Reinstatement, including making good of areas affected by the works on a 'like for like' basis as a minimum unless stated otherwise on the drawings;

- Provide the necessary protection to any structures directly affected by the *works* as necessary;

- The *Contractor* shall prepare and fully adhere to a biosecurity plan to avoid the spread of any invasive species encountered

Detailed Description of the *works*

The *Contractor's* general responsibilities shall include but not be limited to the following and reference shall be made to the relevant drawings along with other documents provided:

1. The *Contractor* is responsible for procurement, delivery and secure storage of 96,800 tonnes of rock armour (comprised of 18,700 tonnes at 60 300kg and 78,100 tonnes at 0 3 1 0T; inclusive of an agreed 10% wastage allowance) and for the placement of 88,000 tonnes of rock armour (comprised of 17,000 tonnes at 60-300kg and 71,000 tonnes at 0.3 – 1.0T at an installed density of 1.7tn/m3 and 1.96tn/m3 respectively at the designated site compounds to enable the construction of rock armour revetment along 4 7km of the coastal frontage in Stallingborough

2. The *Contractor* shall be responsible for placement of rock on the existing revetments from Section 1 to Section 4 and resealing of existing revetments in Section 5. The revetment area has been determined at 8,200 square metres, with the following assumed repairs – 20% @

Category 1 (50kg per square metre), 20% @ Category 2 (100kg per square metre) and 20% @ Category 3 (212kg per square metre), resulting in the extent of resealing works required being 1,640 square metres per Category

3 The *Contractor* shall allow for the geotextile specification to be HPS11

4. The *Contractor* shall allow for all excavated foreshore material (sand, silt, etc.) to be deposited locally, i.e., no material is to be removed of unless agreed in writing with the *Project Manager.*

5 The *Contractor* shall take appropriate protection measures to protect the splash deck and wave wall from any damage incurred by Equipment As a minimum these shall include:

- Placing/installing appropriate protection measures over the splash deck and wave wall where rock placement operations are taking place;
- Placing/installing appropriate protection over the splash deck and wave wall where material are tipped/placed or transferred between Equipment;
- Ensuring appropriate protection is used on the splash deck and wave wall where tracked Equipment is being used;
- Establishing a speed limit for all vehicles and Equipment that minimises damage; and taking measures to monitor and enforce speed limits;

The *Contractor* is to submit a method statement to the *Project Manager* detailing the measures proposed to be taken

Should damage occur to the splash deck, the *Contractor* shall allow for the breakout and replacement of the existing concrete splash deck bays. For repairs, the *Contractor* shall assume that the 'L' bars from the splash deck wall are to remain in-situ, the reinforcement density will be 60kg/m3 and C32/40 concrete is required

Should damage occur to the splash deck walls, the *Contractor* shall allow for 13 nr 35kg thin concrete repairs.

6 The *Contractor* shall ensure the structural integrity of the tidal outfalls by undertaking concrete repairs to the existing culvert structures and installation of new or replacement of existing, tidal flap valves. In addition, the *Contractor* shall make provision for safe access and maintenance of the outfalls by constructing permanent access tracks and enhanced operational features such as access steps/ platforms, penstock gates, debris screens and overflow diversion channels on the landward side Details of the required works are provided below:

Middle Drain - Remove and replace guillotine gate (Employer to supply winder); Remove & reapply joint sealant (45m); Clean and paint the steel stop logs guides (8m); Pressure wash the concrete structure and flap valves, prior to undertaking any repairs; Repair vertical cracking in wingwalls and soffit cracking in culvert using epoxy injection grout (assume 18 lin m x 100mm maximum width); Apply Aquatic Mortar to spalling concrete (assume 10 nr 0.5 x 0.5m repair); Undertake Deep concrete repairs for Joint 4 (assume 4 x 0.5m repair); Repair Soffit adjacent to flap valve (assume 3 x 0.5m repair).

Oldfleet Fabricated access staircase with mesh flooring & gate over sea wall to intake structure as per details 5 + 6 on Drawing DR-C 0301 C02; Install 1 x 1.5m concrete base to staircase; Replace Navigation beacon and bolt to outfall structure; Adapt existing Inlet structure mesh flooring to suit new penstock; Install new 1.5m handrail to outfall structure; Install 2 x 1 x 0 3m mass concrete plinth to top of outfall structure; Drill 8 nr dowels into

headwall for plinth; Modify existing trash screen at inlet for new penstock; Procure and install Althon PRA-G1200 HDPE penstock to intake; Install Davit socket into new plinth; Undertake epoxy grout injection repairs to cracking in 1200mm pipe (9m); Undertake 5 nr Epoxy grout injection repairs and Sikadur-41 CF Rapid repairs to cracking and corner damage to inlet & outlet (assume 2 x 0 5m repair); Pressure wash the concrete structure and flap valves, prior to undertaking any repairs; Install 624 square metres of vehicular maintenance access route with timber edgings with excavated material being deposited onsite; Undertake localised repairs to existing stone pitching at outfall (assume 20% of area at 100kg per square metre); Install 10 tonnes of rock amour at outlet structure; Desilt the existing outfall structure (width of culvert x 5m into estuary x 1.5m depth).

Mawmbridge – Undertake localised repairs to existing stone pitching at outfall (*Contractor* to procure new stones to match existing) (assume 30% of area at 100kg per square metre); Desilt the outfall (assume 7m x 18m x 1 5m deep); Procure and install HDPE Althon PTK A 1500mm flap valve and Althon PRA G 1500mm penstock to replace existing; Remove existing screen & decking to inlet; Reinstate screen to inlet; Reinstate decking with of steelwork & GRP open mesh (3.2 square metres); Cast 2 x 1 x 0.3m mass concrete plinth to top of outfall structure; Drill 8 nr dowels into headwall for plinth; Install Davit socket into new plinth; Pressure wash the culvert and concrete structure, prior to undertaking any repairs; Repair vertical crack in stoplog guide with epoxy resin injection grout (assume 3m); Apply Aquatic Mortar to spalling concrete (assume 6 nr 0.5x0.5m repairs); Install 185 square metres of vehicular maintenance access route with timber edgings with excavated material being deposited onsite

Oldfleet overflow Install concrete inlet headwall structure (note whilst the drawing indicates a precast concrete unit, an insitu structure is permitted) with sheet piling (sheet piling assumed 4m long GU8 profile to the width of the headwall); Remove soft spots and replace with sub-base (assume 10 cubic metres); Install 10m x 900mm diameter precast concrete culvert; Procure and install 2 to 4m x 2m raked trash screen to inlet; Install 5 5m handrailing to inlet headwall; Install GRP open mesh cover and steelwork to top of inlet (3 square metres); Regrade 23m of downstream ditch to new profile and raise ground level above culvert to maintain 600mm ground cover; Install Althon H10CF precast concrete headwall with 2 nr precast concrete retaining walls and handrailings at outlet; Install 900mm diameter security grill fixed to outfall.

New Cut – Install 948 square metres of vehicular maintenance access with timber edgings with excavated material being deposited onsite; Install 3nr 1500mm diameter access chambers including penetration into culvert (1 4m, 4 2m, and 5 2m deep respectively); Install 24 nr steps into existing box culvert wall; Install Access gate; Undertake works required to facilitate installation of new flap valve; Procure and install a double opening 1.8 x 2.0m HDPE flap valve to outfall; Pressure wash the culvert and concrete structure, prior to undertaking any repairs; Apply Aquatic Mortar or Sikadur -41CF to spalling concrete (assume 15 nr 0 5 x 0 5m repair); Remove silt using vacuum suction from within culvert (assume 750 tonnes of non-hazardous material).

7. The *Contractor* is to remove silt from New Cut Drain. The *Contractor* shall test for contaminants and shall allow for the removal and disposal of 750 tonnes of non-hazardous material

8 The *Contractor* shall secure and safeguard the Site, the *works*, products, materials, and any existing structures affected by the *works* from damage and theft.

9. The *works* shall be delivered in a safe and sustainable manner, with minimal impacts to the surrounding environmentally designated sites and ecologically sensitive habitats

10 *The Contractor* shall allow the following to comply with the EAP:

Water vole mitigation (EAP item A3.1)

6 nr visits for vegetation clearance (3 visits 2023, 3 visits 2024)

Install 3,000m of vole fencing

Bird mitigation (EAP item A3 2)

6 nr visits for vegetation clearance (3 visits 2023, 3 visits 2024)

INNS (EAP item A3.3)

50m of delineation fencing

Disposal of 10 cubic metres of knotweed contaminated soil

Minimise impact to vegetation (EAP item A3 4)

24 days of Ecological attendance during clearance

Minimise pollution risk to adjacent ditches (EAP item A4.2)

48 weeks of silt control measures

48 weeks of fuelling station measures

Impact to nesting birds (EAP item B3 1)

Included in EAP item A3 4 above

5 nr bird scarers to be installed within compound at rock storage location

Avoid impact on trees and hedgerows (EAP item B3.2)

Install 200m of tree protection fencing

Avoid impacts to Designated habitats (EAP item B3.4)

5 days of Ecologist attendance

Prevent accidental release of harmful pollutants (EAP item B4.1)

Provide spill kits and use of HVO fuel

The *works* in will be delivered in two stages defined as described in S101 Stage 2 shall not commence until the *Project Manager* notifies the *Contractor* that all third party approvals are in place.

Construction

The *Contractor* shall:

- Identify suitable haul routes, consulting the Local Authority/Highway Authority for any particular traffic management measures that might be required
- Maintain the existing standard of flood protection, along the line of the flood defence throughout the contract, to the time of Completion
- Be responsible for setting out the *works* in accordance with the drawings and specifications
- Undertake construction, installation and completion of the *works* in accordance with the contract
- Contrary to the Revetment Specification in Appendix B, the *Contractor* is not restricted to the use of a rock grab for the placement of rock.

- Assess and advise on the rock quantities utilised within the *works* and notify the *Project Manager* of any additional materials that may be required, or surplus materials for which the *Contractor* is to seek instruction from the *Project Manager*
- Install temporary reinforced earth passing places to access the *works*
- Install temporary works measures to section off the Working Areas, ensuring that these do not increase the risk of flooding for the duration of the *works* (details to be agreed with the *Project Manager*)
- Reinstate all Working Areas
- Prompt submission of the Works Items Completion Notification as well as Acceptance Test Certificates as appropriate

Health and Safety

The *Contractor* shall:

- Undertake the role of Principal Contractor under CDM Regulations and liaise with other duty holders (including the Principal Designer) as necessary
- Organise and chair health and safety meetings as required
- Undertake coordination and cooperation with the *Project Manager*, *Supervisor* and Principal Designer including provision of information along with As Built drawings for the Health and Safety File
- Update the Health and Safety File noting any incidents or near misses during construction
- Record incidents and/or near misses in the accident book and advise the *Client* of items to be recorded on their Health, Safety and Environmental reporting systems
- Produce Risk Assessments and Method Statements (RAMS) for work which they will undertake

Services

- All consultation and liaison with Statutory Undertakers are the responsibility of the *Contractor*.
- The *Contractor* shall confirm the location of the services identified.

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

The *Contractor* shall carry out the *works* in accordance with the version of the Minimum Technical Requirements (MTR) current at the Contract Date, and in conjunction with the Civil Engineering Specification for the Water Industry (CESWI), 7th Edition, UKWIR Ltd and the following specifications:

- Appendix B Revetment Specification

Where the Minimum Technical Requirements refers to the "Contract Administrator" or "Engineer", this is interpreted as meaning the "*Project Manager*" and/or the "*Supervisor*" as the context demands Where the Minimum Technical Requirements refers to Plant or Equipment, the following definitions are to apply:

- "Plant" is items which (together with Materials) are intended to be included (incorporated) in the *works*
- "Equipment" is items provided by the *Contractor* and used by them to Provide the *works* and which the Scope does not require them to include in the *works*

References in the Minimum Technical Requirements to Equipment should be read as references to Plant or Equipment, as the context requires.

Any references to the Minimum Technical Requirements for the following shall be read as:

"submission for approval"	"submission for acceptance"

“approval”	“acceptance”
Client or Purchaser	*Client*
Site	Working Areas

Any references in the Minimum Technical Requirements to the Particular Specification shall be read as references to the Scope

If the *Contractor* is in any doubt as to an interpretation, the matter should be raised with the *Project Manager* who shall decide the issue.

This Scope refers to scheme areas (see Appendix A) and all parts of Site accessed by the *Contractor* as the Site

S 201 General constraints

Use of the Site

The *Contractor* does not enter or use the Site for any purpose not connected with the *works*. The site plan and redline boundary are included in Appendix A. Refer to the relevant CESWI 7 Clauses and the Minimum Technical Requirements - Section 1.44 for additional clauses on Restriction on Use of Site.

The *Contractor* does not enter or use the Site for any purpose not connected with the *works*

People do not remain on the Site overnight without the written agreement of the *Project Manager*.

Delivery Routes and Access to the Site

The delivery routes and vehicle movement plan for transport of the materials and construction vehicles to the Site shall be agreed with the *Project Manager* in advance of the *works*. The *Contractor* shall comply with the approved Traffic Management Plan for the route taken to transport all materials and construction vehicles to the Site in accordance with the approved planning permissions.

The *Contractor* shall notify the *Project Manager* at least three weeks in advance of their intention to first enter or occupy each area of ownership or occupation within the Site. The *Client* in turn will alert each occupier of the *Contractor*’s impending first entry or possession of their land by serving Notice of Intended Entry.

To enable the *Client* to prepare a Notice of Intended Entry, the *Contractor* shall provide the following information eight weeks in advance of the intended entry date:

- A notice of entry plan for each affected owner and occupier, identifying the Working Area required, access routes, and the property boundary.
- A schedule of affected properties (including names and addresses relevant to each notice of entry plan)
- A schedule of affected infrastructure, such as private or public roads or utilities (including names and addresses relevant to each notice of entry plan)
- Duration of the works and entry requirements
- Details of the works to be undertaken.
- Access arrangements.
- Site safety requirements per Notification of Entry.

The *Contractor* shall keep owners and occupiers informed of the effect of any work on their land and property.

The *Contractor* shall keep records of the dates of his first entry onto and departure from all property and lands of each owner and occupier (including public highways, footpaths and thoroughfares) together with the dates of the erection and removal of all temporary fencing.

The *Contractor* shall maintain a safe access and egress route for both pedestrians and vehicles gaining access to the properties along the access routes and storage compound areas This safe access and egress route shall be agreed with the *Project Manager* at least two weeks before any work in this part of the Site commences

The *Contractor* shall undertake work in accordance with the approved planning application and in such a way as to minimise disruption to the public rights of way including (but not limited to):

- Bridleway 12 from Moody Lane, along the coastline up to the section behind Novartis Pharmaceuticals site
- Bridleway 36 along the coastline from the section behind Novartis Pharmaceuticals site up to Middle Drain Pumping Station
- Footpath 35 from Hobson way, continuing to Middle Drain and joining up with Bridleway 36
- Footpath 47 goes from Great Coates, follows Woad Lane and joins up with bridleway 12

The *Contractor* shall not enter any part of the Site until the access date of that part of the Site shown on the Accepted Programme The *Contractor* may enter any part of the Site earlier than the access date if given authority to do so by the *Project Manager*, provided that a formal Notice of Intended Entry has been served.

Power supply to main compound

The *Contractor* shall allow for connection to the local mains power supply / Energie substation and allow for all trenching and ducting as required to the *Contractor's* Compound.

Parking

Parking within the Site is to be managed by the *Contractor*. Additional parking locations outside the Site area are to be agreed with the *Project Manager*

Pollution, ecological and environmental impacts

Pollution, ecological and environmental impacts shall be managed in accordance with the Minimum Technical Requirements and the *Client*'s Environmental Action Plan (EAP) provided in Appendix D.

The *Contractor* shall take into account the constraints and sensitivities of the Site. This list is indicative of constraints but is not exhaustive. See Appendix D (Environmental Action Plan (EAP) and the Environmental Statement) for more details:

- The Humber Estuary is a nationally and internationally designated area, designated Site Special Scientific Interest (SSSI), Special Protection Area (SPA) and Ramsar.
- The *Contractor* shall adhere to all conditions and requirements stipulated by the external stakeholders including, but not limited to, Natural England, Marine Management Organisation, Historic England, North Lincolnshire Council, Royal Society for the Protection of Birds (RSPB) etc., subject to verification from the *Client*. These conditions are addressed in the Environmental Action Plan (EAP), included in Appendix D.
- The *Contractor* will undertake all corrective actions, as detailed by the *Project Manager* (based on the Environmental Clerk of Works audit), to adhere to the current version of the EAP (Appendix D)
- The *Contractor* shall work with the Environmental Clerk of Works and *Client* to agree which aspects of the EAP will be included in toolbox talks given to all site staff

Sustainability targets/· *Client* specified policies and procedures.

The *Contractor* shall work towards the Environment Agency's reaching net zero by 2030 (e: Mission)

Link: EA net-zero-2030 pdf

Programme Constraints

See Section S 500

Construction Method Statement

Prior to commencement of the *works*, a Construction Method Statement shall be submitted to the *Project Manager* for acceptance. The Statement shall be adhered to throughout the period of this Contract and shall provide for:

- The parking of vehicles of site operatives and visitors
- Loading and unloading of plant and materials
- Storage of plant and materials
- Measures to maintain the cleanliness of public highways
- Measures to control the emission of dust and dirt during transport of material
- Weighing of material on Site while the material is placed in the compounds
- A scheme for recycling/disposing of waste resulting from tree clearance and construction works
- Noise / vibration monitoring for the *works* detailing measurement locations and maximum permissible noise and vibration levels at each location

Noise and Vibrations

Noise and vibration levels shall not exceed the specified levels unless otherwise agreed with the *Project Manager*.

Refer to the relevant CESWI 7 Clauses and the Minimum technical requirements on Clause 1 26 for clauses on Noise and Vibration Control

Consents and Permissions

The *Client* shall obtain the following consents for the *works*:

- Planning Permission; the necessary Habitat's Regulation Assessment (HRA) and MMO Licence for Stages 1 and 2 and any IROPI approvals required.

The *Contractor* shall obtain all other consents required to deliver the *works* including:

- Environmental Permit (flood risk activities)
- Road closures
- Footpath closures
- All other third-party consents, which includes the Environment Agency consents.
- Other permissions and consents required to be obtained by the *Contractor* may be listed in other sections of this document.

The *Contractor* shall notify the *Project Manager* ahead of submitting any applications

Liaison with third parties

The *Client* shall be responsible for liaison with statutory consultees (Natural England, Marine Management Organisation, Historic England, Northeast Lincolnshire Council), RSPB and the IDB, and the *Contractor* will provide information and support as required, unless otherwise agreed.

Prior to starting a new section of the *works*, the *Contractor* shall inform in writing, any affected third parties including those adjacent to, overlooking, or on an access route to the Site of the likely impact of the work. As a minimum requirement, this shall include a letter detailing the following:

- date when work is due to begin

- likely duration of the works
- likely disruption including noise
- agreed hours of work
- any necessary road and/or footpath closures
- any changes to access arrangements, including segregation of gardens contact telephone numbers in case of complaint, emergency or enquiry

The *Client* shall also update third parties, should the programme of work change from that originally given as specified by the *Contractor*

The *Contractor* shall notify the *Project Manager* and *Client* of all third-party requests for meetings so that the *Project Manager* and the *Client* has the option to attend or send a representative

The *Contractor* shall record all meetings and agreements with third parties and shall notify the *Project Manager*, in writing, of the details.

The *Contractor* displays appropriate information and Environment Agency signs as accepted by the *Project Manager* on site fencing etc , giving details of a 24 hour emergency contact number for the Site.

The *Contractor* shall erect Environment Agency branding around the Site in accordance with Environment Agency MTRs and guidelines for acceptance by the *Project Manager*

Public Information

The *Contractor* shall erect signboards at a maximum of six locations as agreed with the *Project Manager*. The *Client* will provide the signboards.

The size, layout and content of signboards are to be agreed with the *Project Manager* and will be in accordance with the ncpms Capital Projects Branding Guide (version 2) May 2012 and Environment Agency Operational Instruction 31_06.

Refer to the relevant Minimum technical requirements on Sections 1 27 for clauses on Sign Boards.

Reinstatement

Except as may otherwise be required by the *Scope*, the *Contractor* shall design, construct, maintain and afterwards remove from the Site and fully reinstate all temporary compounds, storage areas, site roads and accesses. The *Contractor* shall submit details of the proposed reinstatement works not less than six weeks before these reinstatement works commence. The *Project Manager* will confirm acceptance two weeks before the start date of these proposed reinstatement works.

The *Contractor* is not required to provide betterment as evidenced by the pre-commencement condition survey to the site roads unless instructed otherwise by the *Project Manager.*

It is not expected that there will be any interface with the fields grazed by cattle.

The *Contractor* is to provide a minimum of three cuts to reinstated grassed areas during the defects period

Tide Information

The Humber is tidal and varying water levels will impact how the *works* have been designed and how they may be constructed. Tide tables are provided for Immingham at:

http://www.ukho.gov.uk/easytide/EasyTide/index.aspx

Environmental incidents

In the event of an Environmental Incident, the *Client's* Incident Reporting Procedure will be followed by the *Contractor* An Environmental Incident shall be defined as:

- Failure to meet an environmental target as defined in the Environmental Action Plan (EAP).
- Occurrence of an environmental impact that was not identified in the Environmental Action Plan or Environmental Statement

Rock testing prior to transport to Site

Testing of the rock material properties shall take place at the quarry before being transported to site (refer to Appendix B for testing specification) The *Contractor* shall provide testing certificates before the rock is transported to Site.

The *Contractor* shall organise a meeting at the quarry for the *Client'*s team whilst the rock is being prepared The *Client'*s team will arrange their own travel

Explosives

Explosives are not to be used on the Site

General

It is not expected that voids will be found below the surface of the existing revetment, or that additional settlement will be encountered that affects the rock placement / surface profile.

The requirements for dealing with ecological species are stated in the EAP (see Appendix D).

Whilst the *Contractor* is to take appropriate precautions, it is not expected that UXO, hazardous waste or asbestos will be encountered during excavations

The return of seeded rock to the riverward toe of the rock revetment, shall be confirmed by instruction and restricted to movement of the rock no further than the reach of the excavator (i.e. that does not require the excavator to track or double handle the seeded rock)

S 202 Confidentiality

The *Contractor* shall 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* shall secure the Site The *Contractor* shall ensure that the Site is left properly secured at the end of each working day.

The *Contractor* shall provide suitable site security measures so that no unauthorised persons can gain access to the Site The *Contractor* is responsible for the security of the Site and of vehicles and pedestrians entering and leaving the Site

The *Contractor* shall make sure the *works* do not affect the security of others.

The *Contractor* shall ensure that the working areas are secure to prevent any unauthorised access by the public. For the *Contractor's* compounds, fencing is to be provided with gated access The *Contractor* shall provide security fencing to the compound areas that will deter attack for sufficient time for security guards and/ or the Police to reach site.

All compound fencing to be Heras with a provision of green netlon fencing (300m) and newt / reptile barriers (500m). The *Contractor* shall provide 18m x 1.2m green weld mesh fencing with

4m wide gate at Moody Lane, plus 40m x 1.8m chainlink fencing with appropriate security and access gates.The *Contractor* shall ensure that the site gates are closed after the passage of vehicles or personnel on each and every occasion Site gates are not to be left open when not in use

The *Contractor* shall provide minimum of two security guards at manned compounds unless agreed otherwise with the *Project Manager*. The *Client* does not accept lone working of security guards overnight when the daytime site activities have ceased. Use of technology is encouraged

The *Contractor* considers the security of neighbouring properties and does not leave unattended scaffolding, ladders, or any equipment, which provide or assist access to neighbouring properties. Where permanent security fencing to neighbouring properties is removed as part of the *works*, it shall be replaced by suitable temporary fencing.

The *Contractor* shall liaise with Humberside Police Crime Reduction Officer, [redacted] or alternative, appropriate colleague, regarding site security to understand the local risks and to minimise the impact of crime upon the site. Contact details:

[redacted]

S 204 Security and identification of people

The level of security and procedures for identification of personnel on site is to be determined by the *Contractor*

S 205 Protection of existing structures and services

The *Contactor* must verify that the services shown on the drawings are complete and correct. Any services found by the *Contractor* shall be identified and recorded in the Health and Safety File

The *Contractor* shall hand dig in the vicinity of any services to confirm their exact location and must avoid damaging them.

The *Contractor* shall be responsible for maintaining the existing services within the Site and shall allow for the relocation of any services to allow satisfactory completion of the *works* All existing services, including water, electricity, telephone, drains and other services are to be maintained without interruption during the *works*. They shall not be interfered with in any way except insofar as may be specified in the Contract or otherwise be agreed with the *Project Manager* as the *Works* progress.

The *Contractor* does not damage highways, roads, properties, land, trees, roots, boundaries and any other features, and the apparatus of statutory undertakers, the Highways Authority and others. The *Contractor* shall comply fully with the requirements of the relevant statutory authority when working in the vicinity of their apparatus and including both for the permanent and temporary *works*, including all access off the public highway

Refer to the Minimum technical requirements Section 1 31 for clauses on Existing Structures and Environment.

Refer to the Site Information (Appendix C) for the location of existing structures and services.

S 206 Protection of the *works*

The *Contractor* protects the *works*, Equipment, Plant and Materials, liable to damage either by the weather or by the method used for carrying out the *works*

The *works* are to be protected against damage specifically from vandalism and flooding. The *Contractor* shall refer to Minimum Technical Requirement Section 1.29.

Any temporary defences erected by the *Contractor* as a result of a flood event shall be signed off by the *Supervisor*

S 207 Cleanliness of the roads

For cleanliness of the roads, refer to the relevant CESWI 7 Clauses and the Minimum Technical Requirements.

Existing public highways and footpaths, including any temporary access routes, used by vehicles of the *Contractor*, his subcontractors and suppliers shall be kept clean and clear of all dirt, mud or other materials in so far as is reasonably practicable.

The *Contractor* undertakes a final mechanical sweep of the Site including access to the Site as part of the reinstatement works to remove all construction related dirt and debris from the road surface

S 208 Traffic Management

Before any work in, or affecting the use of, any highway or road is commenced the *Contractor* shall agree a Traffic Management Plan with the *Project Manager* to minimise the vehicles and people entering and leaving the Site and depositing mud or other debris on the surface of adjacent roads, pavements or footpaths, and for the prompt removal of any materials deposited

The *Contractor* is responsible for traffic safety and management for providing the *works* including obtaining road closure, opening, or traffic signals consents. The *Contractor* complies with Northeast Lincolnshire Council requirements for traffic management

Any requirements and procedures for the management of traffic, road closures and public highways is the *Contractor's* responsibility.

The *Contractor* will follow the principles of CLOCS (construction, logistics and community safety).

Prior to commencing transport of all materials or construction vehicles to the Site, a Traffic Management Scheme shall be submitted for acceptance to the *Project Manager* and all relevant authorities (Northeast Lincolnshire Council and relevant landowners, e.g., of the Site storage compounds). The Traffic Management scheme shall be adhered to throughout the construction period and shall provide for:

- Details of the size and number of vehicles and plant accessing the site
- Details of the management of vehicle movements on the highway network
- Tracking for all transport vehicles and plant from the quarry to unloading quay to the Site.
- Restrictions upon the movement of plant and construction vehicles so as to avoid conflict with the safe, efficient and convenient movement of pedestrians, industrial vehicles on the transport route and the Environment Agency's operations team

Throughout the contract, the *Contractor* co-operates with the relevant authorities (Northeast Lincolnshire Council) concerning works in, or access to, the highway and public The *Contractor* informs the *Project Manager* within 24 hours of any requirements of, or arrangements made with, the relevant authorities

The *Contractor* shall maintain private and public access to footpath ways which are to remain open or shall provide a suitable diversion. The *Contractor* shall minimise the Working Area and reopen lengths of paths, when feasible

The *Contractor* arranges all the necessary permissions and licences for any temporary highway, road or footpath closures or diversions and any other temporary closures or diversions that become necessary for transport and storage of materials including the rock and construction activities, including access for major items of Equipment

The *Contractor* arranges and manages any required highway safety audits.

The *Contractor* provides the *Project Manager* with an up-to-date list of 'Supervisors' and 'operatives' who have achieved accreditation in the relevant activities in the New Roads and Street Works Act 1991

Refer to the Minimum Technical requirements Clause 1 37 for additional clauses on Maintenance of Public and Private Rights of Way.

S 209 Condition survey

Refer to the relevant CESWI 7 Clauses and the Minimum Technical Requirements for all details of processes required: Clause 1 7 Survey of Highways, Properties and Site Compounds, Clause 1.34 Record Photographs. The survey record shall be stored in the BIM archive.

The *Contractor* undertakes the condition surveys in conjunction with the landowner and *Supervisor,* and accompanied by any others invited by the *Contractor*, *Project Manager* or *Supervisor* The *Contractor,* landowner, *Project Manager* and *Supervisor* notify each other in advance if any others are invited

The *Contractor* shall ensure each survey includes a topographic survey, a comprehensive indexed photographic record and a full video record. A copy of each survey is given to the *Project Manager*, *Supervisor,* landowners, occupiers and other invitees, within five working days of the date of the survey

Pre-Start Condition Survey

The *Contractor* shall complete a condition survey of the Site, properties, highways and land (including trees, boundaries and any other features which may be potentially affected by the *works*) prior to the access date The *Supervisor* shall attend the survey and ensure suitable photographic records are taken as part of the survey

Post-completion Condition Survey

The *Contractor* undertakes similar 'Post-completion condition surveys' when the work is complete and on dates agreed with the *Supervisor* The *Supervisor shall* attend the survey Copies of the 'Post-completion condition surveys' are distributed in the same format and to the same recipients as the Pre-starting condition surveys on Completion.

Where third party property post-completion surveys are undertaken, the *Project Manager* will be given at least two weeks' notice of the date of the survey and the *Contractor* will notify Others (the property owners)

The *Contractor* shall compare subsequent surveys with previous surveys and any changes in level or damage are notified to the *Project Manager* and *Supervisor*.

S 2010 Consideration of Others

Subject to unavoidable disturbance caused by providing the *works*, the *Contractor* does not interfere with land rights which may be enjoyed on or near the Site and causes the least possible interference with existing amenities whether natural or man-made.

Access to the properties in the vicinity of the Site compounds must be maintained at all times unless otherwise agreed with the *Project Manager*

The *Contractor* shall manage the Site safely throughout but where feasible, consider local relief for access to the public right of ways along and adjacent the flood defence within the Site. Particular consideration to anglers and bird watchers should be reviewed throughout the *works* with the *Client*, *Supervisor* and *Project Manager*

The *Contractor* shall take into account the equality needs associated with public access in and around the Site. For example, any local footpath diversions should be considered for people with disabilities and therefore the type of temporary surface may need to be tarmac rather than granular stone.

The *Contractor* shall demonstrate, to the *Client* and *Project Manager*, compliance with the Environment Agency's Equality requirements and agree the detail of any diversion prior to commencing the *works* on Site.

The *Contractor* shall complete the *works* in a manner such that the disruption to local residents, landowners and the general public is kept to a minimum

The *Contractor* shall establish and maintain good public relations throughout the course of the contract and thereafter. Public relations includes keeping the general public informed; publicising the project and the work of the *Client* in general; liaising with local residents, businesses and landowners; dealing with complaints; and will assist the *Client* in dealing with the press and media

All public relations activities shall be co-ordinated by the *Client* with the *Contractor's* support. The *Contractor* shall notify the *Client* of all press or media enquiries and refers them to the *Client's* Communication Co ordinator

Details of all complaints, claims or warnings of intended claims received from third parties shall be notified without delay to the *Project Manager*. Any complaints, claims, damage or injury by owners or occupiers shall be dealt with promptly.

The *Contractor* shall register and work to the principles of the Considerate Constructor Scheme (www ccscheme org uk) for the site and dealings with the public.

S 2011 Control of site personnel

In addition to the requirements of their own site management plan, the *Contractor* ensures all site staff, operatives and visitors comply with any measures and/or procedures required by landowners/tenants operating requirements

Site personnel to:

- Carry identification;
- Hold current CSCS/CPCS cards;
- Be appropriately trained for the role undertaken

Only authorised people working on the Site or expected/known visitors to the Site can enter the Site and only following the *Contractor's* site induction

S 2012 Site cleanliness

Refer to the relevant CESWI 7 Clauses and the Minimum Technical Requirements (clause 1.5).

The *Contractor* keeps the Working Areas tidy and promptly removes rubbish, waste and surplus materials Materials, Plant and Equipment are positioned, stored and stacked in a safe and orderly manner.

All site waste and surplus shall be removed from site in accordance with the Site Waste Management Plan

S 2013 Waste materials

Refer to the following clauses of CESWI 7 and their amendments:

Clause 1 20(2) Recycling

Clause 1 45(2) Controlled Waste

Refer to the following clauses of Minimum Technical Requirement and their amendments:

Clause 1.40 – Management of Waste

Clause 1.41 – Disposal of Domestic Waste

The *Contractor* prepares a Site Waste Management Plan (SWMP) in the *Client*'s standard format prior to commencement of the *works* The *Contractor* updates this until Completion and makes it available for the *Project Manager's* inspection on request. The *Contractor* completes the accompanying SWMP data sheets monthly and includes them in the *Contractor's* monthly reports

Four weeks before the first access date, the *Contractor* completes and signs the declaration in the 'project details' section of the SWMP template. The *Contractor* then uses the 'planning' section of the SWMP template to forecast waste generation on the contract and identify waste management options following the waste hierarchy approach (reduce > reuse > recycle > disposal) The *Contractor* also agrees waste management targets for the contract

Waste Duty of Care information and permits are identified and obtained by the *Contractor* In addition, the *Contractor* completes the 'carrier and tip details' section of the SWMP. The *Contractor* undertakes training and ensures that employees and subcontractors are aware of the SWMP and co-operate with it. Details of wastes generated and reused on the works and wastes removed from the Site are kept by the *Contractor* and used to update the 'actuals' section of the SWMP.

On completion of the physical works on the Site, the *Contractor* signs the declaration in the 'sign-off' section of the SWMP and submits the completed SWMP to the *Project Manager*.

The *Contractor* endeavours to maximise percentage of Materials being used in construction work being recycled, as defined below:

New (primary) Materials basalt, clay, crushed rock, granite, gravel, limestone, sand, sandstone, other stone, concrete (ready mix), and other naturally occurring materials.

Secondary Materials china clay, china/pottery, colliery spoil, combustion residue, foundry sand, quarry waste, refractories, shale, slate waste, furnace slag, pulverised fly ash (PFA), and furnace bottom ash.

Recycled Materials – recycled brick, crushed concrete, glass, natural stone masonry, processed road surface, tarmac, and selected excavated fill (NB. re-used general backfill material and re-used topsoil should not be included unless moved from one component to another)

$$\text{Percentage Recycled Materials} = \frac{\text{Secondary + Recycled Materials}}{\text{Total Materials Used}}$$

The *Contractor* prepares quarterly reports for the *Project Manager* detailing the breakdown of Materials used (delivered) on the Site in the quarter, and cumulatively to date The data is presented in cubic metres (m3) with the calculated 'percentage recycled materials' expressed as a percentage to one decimal place. Data includes materials provided or used by subcontractors.

S 2014 Deleterious and hazardous materials

The *Contractor* shall deal with requirements of identification and classification of deleterious and hazardous materials and develop a suitable strategy to deal with contamination/ hazardous material

All substances potentially harmful to human health shall be stored in a locked store in accordance with manufacturer's storage recommendations.

The *Contractor* shall provide a list of substances forming part of the works which are covered by the COSHH Regulations to the *Project Manager* For each substance listed a detailed product sheet must be submitted to the *Project Manager* at the design stage

S 2015 Carbon

A completed project must aim to minimise carbon emissions by:

1 Agreeing to a target (forecast) of emissions from construction that is set out in a verified carbon assessment with business case approval
2. Exploiting the most likely opportunities for further reductions to the agreed forecast during construction.
3 Reporting the outturn of actual emissions against the agreed forecast and further reductions in a verified 'as built' update to the carbon assessment at project completion.

The project should be looking at how to minimise actual carbon emissions against the agreed forecast throughout the construction stage working with their suppliers on lower carbon products and services that meet the project scope and deliverables.

The C*ontractor* shall provide a monthly report via FastDraft (using the carbon form see application for payment section) providing:

1. actual emissions to date,
2. (latest) outturn forecast (based on actuals and remaining emissions to outturn) and
3 (Latest) outturn budget / target (set to the verified forecast)

The FastDraft carbon form may be supported by details of actual emissions to date against an agreed breakdown of asset/service/product lines taken from the verified carbon assessment.

This will inform the Environment Agency of progress in reducing carbon during construction in the form of a variance between a latest outturn forecast (reported on FastDraft) and verified forecast. The EA may require the project to set out actions to mitigate significant variances or where there is a significant change in scope to provide 'updated' versions of the carbon assessment, carbon budget and carbon appendix that will reset the construction stage outturn forecast and outturn budget

Projects at completion must provide via Asite an 'as built' carbon appendix supported by an updated carbon assessment with outturn actual emissions reported against a previously verified forecast The 'as built' carbon appendix and updated assessment must be verified by an Environment Agency appointed carbon specialist before completion of the project is approved. The verification process requires project team engagement with the verifier and may result in actions to:

1 update the carbon appendix and supporting carbon assessment and budget (i e ERIC)
2. set out the reasons for outturn actuals emissions being above/below the verified forecast

The verified outturn actuals and forecast from this process will be required for the performance measure set out in this contract as well as for an Environment Agency process of carbon budget authorisation managed by Environment Agency Project Sponsor.

S 2016 Datum's and reference points

The *works* datum is Ordnance Survey Datum (Newlyn). The primary reference points for the setting out works are:

- *Contractor* to obtain a suitable E1 station from the Environment Agency

From the primary reference points, the *Contractor* shall establish appropriate secondary survey stations at suitable locations close to the *works* The *Contractor* agrees the location and the construction of the secondary survey stations with the *Project Manager* and agrees their surveyed values with the *Project Manager*.

The *Contractor* checks the secondary survey stations against the primary reference points and notifies the *Supervisor* immediately of any discrepancies

In advance of any survey station being demolished during the *works*, the *Contractor* shall transfer it to a new location. Similarly, any survey station, which is damaged or dislodged during the contract, shall be re-installed by the *Contractor*. The *Contractor* shall agree the surveyed values of all transferred and re-installed survey stations with the *Supervisor* before making use of them

The *Contractor* shall check that the existing ground levels and levels and locations of structures where they are relevant to the *works* as indicated in the Site Information are correct. If the *Contractor* considers there is an inconsistency with the information given, they shall refer it to the *Project Manager* for resolution before work commences If required, the *Project Manager* shall instruct the *Contractor* to install additional E3 (tertiary control) survey stations at the pre agreed locations, prior to Completion of the *works*.

S 2017 Additional constraints

Works should be completed in accordance with the EAP

Works should be completed between 1st April and 30th September to avoid the overwintering period as defined by Natural England Any variations to this must be agreed in writing with the *Project Manager*. The *Contractor* shall adhere to the EAP at all times and prior to starting construction, all relevant planning conditions must be discharged, where applicable.

S 300 *Contractor's* design & deliverables

S 301 Design responsibility

The *Contractor* shall be responsible for all temporary works and developing the MEICA design (such as flap valves and penstock gates) required to support the construction of the Stage 1 and 2 works to be submitted to the *Project Manager* for acceptance.

The *Contractor* shall check the provision of any level reference points shown on the drawings and confirm the position and level with the *Supervisor* before use for setting out the *works* The *Contractor* shall inform the *Project Manager* when all setting out reference points have been agreed, checked, and confirmed.

The *Contractor* shall demonstrate application of principles of prevention in relation to Health and Safety implications of the design for construction, operation, maintenance, and use of the completed structures including:

- Preparation of Designer's Risk Assessments,
- Identifying significant SHE information on all drawings,
- Producing buildability statements for each design element,
- Applying the Environment Agency's Designer RAG List

The *Contractor* shall also provide information as requested by the Principal Designer including assessment of competence.

Design Deliverables

In undertaking the *Contractor*'s design, the *Contractor* shall be responsible for the following activities.

- Full set of drawings including general arrangement drawings, sections and details related to permanent and temporary works
- Design drawings required for compliance with statutory obligations
- Buildability Statement including a high-level description of the construction sequence
- An updated Designer's Risk Assessment
- Specification
- Updating the FBC stage Carbon Calculator, Site Waste Management Plan
- Updating the Environmental Action Plan (EAP)
- Site Safety and Security Plan, included within the Construction Phase Plan and inputs to the H&S File.

S 302 Design submission procedures

If the *Contractor* wants to propose any alternative designs, then these are to be submitted to the *Project Manager* for acceptance at least four weeks in advance of the programmed works to allow time for consultation and approvals with others. The *Contractor* shall submit calculations and drawings works to the *Project Manager* for acceptance, as well as the necessary documentation for any amendments to existing consents previously obtained by the *Client*.

The *Contractor's* design submission shall be via FastDraft with files to be uploaded onto Asite

S 303 Design approval from Others

In advance of *Project Manager* acceptance each design submission shall be issued to the Principal Designer The *Project Manager* will not accept any design packages until the *Principal Designer* is satisfied that the requirements of the CDM Regulations have been complied with.

The *Contractor* shall ensure all approvals for the *Contractor*'s design are obtained including internal (Environment Agency) and external organisations (which will include but not be limited to Marine Management Organisation, Highway Authority, Northeast Lincolnshire Council and Natural England) through liaison with the *Client* as required.

S 304 Client's requirements

If an alternative design is proposed, then the *Contractor* (or supplier or subcontractor) shall provide the *works* in accordance with Scope documents.

The alternative design shall be to the appropriate, current (at the Contract Date) Eurocode, British Standard, or equivalent which shall be submitted for acceptance by the *Project Manager*

The temporary works design shall consider the Stage 1 and Stage 2 *works* as provided in Appendix A, D and E. The *Contractor's* design shall comply with but not be limited to following limitations and criteria:

- Specifications, including reference to relevant standards
- Design standards and codes of practice
- Size and/or space limitations
- Loading and capacity requirements;

- Operational performance requirements and design life as stated in this Scope and Minimum Technical Requirements
- Environmental standards
- *Client's* standard design guidance with agreed departures
- Collection of permanent works design criteria for BIM archive
- Requirements of the Whole-life Carbon Assessment using the Carbon Tool outputs to inform design selection and methodology
- The Corporate Requirement for carbon reduction and specific requirement to meet the Environment Agency Net Zero Carbon target for 2030 defined by a project 'carbon budget calculation'.

The *Contractor* shall design their works in accordance with the current (at the Contract Date) Standard and guidance to have a design life as stated in the MTR and which shall be submitted to the *Project Manager* for acceptance.

S 305 Design co-ordination

The *Contractor* is responsible for liaising with individual suppliers over the design of the temporary works and MEICA works to reach an agreed design

The *Contractor* is responsible for fulfilling all Pre Commencement Conditions, required by the Local Planning Authority. Where planning conditions are not known, the *Contractor* shall allow for standard conditions and assumed Pre-commencement Conditions stated in Appendix F.

In developing the design, as a minimum the *Contractor* shall consult with:

- Environment Agency FCRM teams (Operation Field Team, Asset Performance, Senior User);
- Legal and Estates team;
- NEAS;
- Principal Designer appointed by the *Client*.

S 306 Requirements of Others

It is anticipated that the planning and consultation of Stage 2 *works* will coincide with the commencement of Stage 1 construction works If required, the *Contractor* shall support the *Client* with construction information in support of any planning and consenting process The following consultation period shall be incorporated:

- *Client* review time of all outputs (2 weeks)
- Landowner consultation time (4 weeks)

S 307 Copyright/licence

The *Client* may wish to use and copy the *Contractor's* design as stated in sub-clause 22.1 of the ECC

S 308 Access to information following Completion

The *Client* requires access to the *Contractor*'s design information up to the final Defects Certificate of the works is issued and requires the retention of any information after Completion for a period of 15 years.

S 309 Site investigations

The *Contractor* obtains site information as necessary for the design of the Stage 2 works. This will comprise:

- CCTV survey at Oldfleet to establish the asset condition with the aim of improving the existing outfall culvert to facilitate the design of future works.
- CCTV survey (post silt removal) at New Cut Drain to establish the asset condition with the aim of improving the existing outfall culvert to facilitate the design of future works

The *Contractor,* procures, manages and undertakes site investigations specified by the *Designer* to inform the detailed design of the *works* to manage their risk of unforeseen site conditions during construction

The *Contractor* liaises with all historic environment stakeholders as required to ensure that the heritage and archaeological risks are identified and appropriately managed.

The *Contractor* provides the *Project Manager* with the final Factual Report(s) of the investigations in digital format

The *Contractor* informs the *Project Manager* of the proposed works a minimum two weeks before the investigation is undertaken and complies with the Access to the Site conditions.

S 400 Completion

S 401 Completion definition

The following are absolute requirement for Completion to be certified:

- The whole of the *works* have been completed in accordance with the Scope;
- There are no Defects that prevent safe access and operation by the *Client*;
- There are no Defects that present a health & safety hazard to the public;
- 1nr hard copy of Operating and Maintenance Manuals for MEICA parts and one electronic version
- 1nr hard copy of red pen mark ups of the drawings and 1nr pdf electronic version
- Digital copy of the as-built survey data, in CAD format
- Population of the *Client's* latest version of the Project Cost and Carbon Tool (PCCT), or its successor
- Transfer to the *Client* databases of BIM data
- Delivery of the 'Interim' Carbon Optimisation Report relevant to supply and storage of rock and 'Final' Carbon Optimisation Report for construction of the *works*
- Delivery of the Final Carbon Appendix and Carbon Calculator
- Conduct a project handover meeting that includes the *Client*
- Supply all electronic documentation on Asite

The work to be done by the Completion Date is the whole of the *works*

Prior to Completion, the *Contractor* provides the information as per the *Client's* Health and Safety File requirements in electronic and paper format to the Principal Designer for inclusion in the Health and Safety File

S 402 Sectional Completion definition

Not used

S 403 Training

The *Contractor* shall provide the necessary training to Environment Agency end-user staff on the operation of:

- Any new MEICA components undertaken as part of the *works* For example: new or replacement penstocks associated with the culvert works.
- Any new landscaping or BNG operational requirements as a result of the *works* For example: new grass cutting regime or landscape maintenance regime.
- Any new access arrangements, for example New Cut culvert access for health and safety requirements.
- Any new maintenance regimes at the culverts, for example de-silting procedures.

S 404 Final Clean

The *Contractor* is to undertake a final clean of the Site (including access routes) including the removal of temporary structures, materials, protection and tools, prior to Completion, to the acceptance of the *Supervisor*

S 405 Security

The *Contractor* is responsible for safety and security of the Site and storage compounds.

The Site is secured to the same standard of better than before the start of the *works*. Any gates are left as prior to entry, any keys are returned to the relevant party

S 406 Correcting Defects

Any Defects found by either the *Project Manager*, *Client's* staff or the *Contractor* are to be reported to the *Supervisor* within 24 hours of any such Defect being found.

The *Supervisor* notifies the *Contractor* of the Defect and confirm whether the Defect is considered to be critical and requires emergency correction within 24 hours

The *Contractor* shall make provision to attend a proactive site walkover with the Client, *Supervisor*, *Project Manager*, EA Senior User and Consultant at the sixth month, and eleventh month during the 12 month defect period

The *Contractor* shall allow for one full working day per visit This provides proactive monitoring and early resolution of any defects found and core team support to ensure timely completion of any additional works required

S 407 Pre-Completion arrangements

Prior to any works being offered for take over or Completion, the *Contractor* shall arrange a joint inspection with the *Supervisor, Project Manager, Client* (scheme *Project Manager*) and Senior User The initial inspection shall take place a minimum of three weeks in advance of the planned takeover or Completion (refer to the 11th month defect inspection in Section 406)

S 408 Take over

The *Client* does not require any part to be made available prior to Completion in principle.

The *Contractor* shall work with the *Client*, *Project Manager* and *Supervisor* to identify any opportunities to open up, for example, sections of the public right of ways as early as possible but only if safe to do so.

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)

The programme shall show access dates for each section of work, such that impacts on landowners, tenants and others are clearly communicated and disruption is minimised.

The programme shall include identifiable actions from the Environmental Action Plan that are relevant to the 'pre-construction', 'during construction' and 'post construction' phases so that all parties understand how these actions and dependencies are connected and successfully delivered

The *Contractor* shall propose an Environmental Lead who must provide input into and comment on programme updates prior to issue. The *Contractor*'s Environmental Lead will have coordinated input from environmental specialists in advance to inform the programme updates

The *Contractor* will programme an adequate allowance for *Client or Project Manager* review (this may also need to include external review processes).

The *Contractor* submits the Construction Phase Plan to the Principal Designer and copies it to the *Project Manager* and *Client's* CDM Advisor, a minimum of 28 calendar days prior to commencement of construction works. Construction does not commence until the *Client* has confirmed in writing that the Construction Phase Plan is adequate

S 502 Programme arrangement

The *Contractor* shall submit the programme as required by Clause 31 to the *Project Manager* in Microsoft Project format and as a pdf (or as agreed otherwise with the *Project Manager*). It shall clearly identify those activities forming the critical path. Activities to be undertaken by the *Client* are clearly identified on the programme.

The *Contractor* produces the programme in a series of levels (summary to detail) as agreed with the *Project Manager*.

S 503 Methodology statement

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

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

A schedule of method statements and risk assessments is included with each updated programme This schedule includes items relating to both the temporary and permanent *works*

The *Contractor* issues method statements in advance of carrying out items of work. The *Contractor* allows the period for reply for acceptance or rejection of method statements If the method statement has been rejected and resubmitted, the period of reply, applies again.

Work shall not commence until the *Project Manager* has accepted the relevant method statement. The *Contractor* does the work in accordance with the accepted method statement.

Method statements submitted with a programme for acceptance include but are not limited to the following matters:

- Health & safety measures
- Extent of Working Areas and protective barriers

- Access to Working Areas, including confined spaces
- The implementation of relevant statutory regulations
- The design and construction of temporary works and de-watering measures
- How the environmental impact of the activities are to be minimised
- Equipment requirements, siting and mode of operation
- Labour requirements and supervision including competency requirements
- Delivery and storage of Materials
- Provision of access to third parties
- Details of the construction sequence
- Details of working methods
- Detailed programme with Key Dates
- Result of any consultation with third parties
- Contingency plans in the event of flooding, other difficulties or emergencies
- Risk and COSHH assessments
- Excavation and handling of subsurface materials by site workers in line with the "Guidance for safe intrusive activities on contaminated or potentially contaminated land (BDA, 2008) in view of the British Drilling Association YELLOW site classification including provision of appropriate PPE

S 504 Work of the *Client* and Others

The order and timing of the work of the *Client* and Others to be included in the programme and information to be provided. Refer as necessary to sections S 901 and SI 902.

S 505 Information required

The *Contractor* shall include as a minimum the following information as separate activities in the programme in addition to that stated in ECC clause 31.2:

- Elements of work compliant to the Scope (and subsequent changes to Scope) with key milestone dates
- Progress of work during the previous month and cumulative progress to date.
- Float (i.e., "spare time within the Contract programme after time risk allowances have been included" (NEC 31 2))
- Time risk allowances
- Cause and effect to any delay/advancement of the Completion Date.
- Any Health and Safety or environmental incidents and near misses together with work done to prevent a repeat event
- Critical Path shown in red
- Date when Notice of Entry details to be submitted to the *Project Manager* for action
- Date when the *Contractor* requires occupation of each area of ownership or occupation
- Application dates for footpath closures (if required)
- Requirements / restrictions of third parties
- All environmental restrictions resulting from legislation or consents required for the *works*
- Cash flow forecast and project outturn cost profile to *Project Manager* and *Client*'s acceptance
- Acceptance periods and schedules of items as stated in this Scope
- Health & safety file documentation
- Temporary works
- *Contractor*'s shutdown periods e.g. Christmas, Easter, Statutory Holidays, etc.

The *Contractor* adopts appropriate version control on the programme so that there is an auditable trail of how the project has evolved as compensation events materialise.

S 506 Revised programme

In addition to the requirements of Clause 32 of the conditions of contract, the *Contractor* shall provide a brief explanation of changes to each programme activity, sufficient to enable the *Project Manager* and *Client* to understand the cause and impact of the change.

S 507 Monthly reports

In managing the services, the *Contractor* shall:

- Contribute monthly to the updates to the project risk register
- Provide input to project efficiency CERT Form
- Produce monthly financial updates and forecasts meeting the *Client's* project reporting timetable together with progress reports Monthly financial updates and forecasts to meet Environment Agency deadlines provided by no later than the 10th day of each month, or otherwise agreed at the project start up meeting.
- Deliver a monthly progress report in the *Client's* standard template giving progress against programme, deliverables received and expected, financial summary against programme and forecast project carbon
- Commission capital forecast profile to be entered on FastDraft monthly
- Project forecast outturn and project carbon profile to be entered onto FastDraft monthly The *Contractor* is required to provide a monthly forecast on FastDraft for both carbon and cost in accordance with:
    - Framework Heads Up 244 Commercial Clarification 54
    - Framework Heads Up 256 Commercial Clarification 57
- Maintain and show how accurate and up to date information on the whole-life cost and carbon of options is driving optimum solutions at all stages of design development.
- Attend project board meetings as required
- Ensure input into framework performance assessment/ environmental Performance Measures.
- Capture lessons learnt relevant to scheme delivery for the *Client*.

S 600 Quality management

S 601 Samples

The *Contractor* is not required to supply samples for the *Project Manager's* for acceptance unless non standard finishes are proposed or there is a requirement to reinstate any 'special' areas where landowner/tenant approval would be required. Any samples provided shall be retained on the Site by the *Supervisor* as references and are disposed of by the *Contractor* upon Completion.

S 602 Quality Statement

The *Contractor* shall provide a quality statement following the testing for acceptance by the *Client*

S 603 Quality management system

The *Contractor* shall operate a Quality Management System complying with BS EN ISO 9002

The *Contractor* shall describe the Quality Management System that they intend to operate for the implementation of this Contract in a site-specific Quality Plan, which is submitted to the *Project Manager* for acceptance, prior to transport of the rock to the Site

The *Contractor* shall comply with all quality procedures associated with delivering the *works* The *Contractor* shall also provide the following information:

- Quality procedure for dealing with non conformance;
- Quality procedure for dealing with defects

The *Contractor* shall ensure an Environmental Management System (EMS) is in place for this contract. This EMS is to 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 staff 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) 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 quality of the works is self-certified by the *Contractor* as set out in the Quality Plan accepted by the *Project Manager*.

The *Contractor's* Quality Manager

The *Contractor's* Quality Manager is the person nominated by the *Contractor* responsible for ensuring that members of the *Contractor's* staff comply with the quality requirements of the Contract and for certifying that completed Work Items and activities comply with the requirements of the project and the *Contractor's* quality plan.

Copies of relevant supporting certificates relied on by the Quality Control Manager are attached to the certificate

Quality Plans

The *Contractor* will be required to submit the complete general quality plan (*Contractor's* Quality Plan) to the *Project Manager* for acceptance within two weeks of the starting date, or at least two weeks before any permanent work commences, whichever is the sooner

Detailed quality plans for each element or item of work (Work Item) must be submitted to the *Project Manager* for acceptance at least two weeks before that work is due to commence.

Notification for Work Item Completion

Readily identifiable Work Items must be certified as checked and satisfactory by:

- An engineer or surveyor responsible for checking alignment and setting out; and

- An engineer or works supervisor responsible for checking temporary works, materials, cleanliness, dimensions (not checked in a), workmanship and all other matters to enable him to certify that the work item complies in every respect with the Contract.
- A testing technician has certified material tests.

The Work Item Completion Notification shall be checked and approved by the *Contractor*'s Quality Manager and a copy shall be then sent to the *Supervisor* for acceptance.

The Work Item Completion Notification sent to the *Supervisor* shall have attached to it copies of materials and performance test certificates that have been relied upon by the signatories to the certificate, or shall cross refer to test results sent to the *Supervisor* under the separate testing requirements.

Each Work Item Completion Notification must be given a unique and appropriate reference number

The *Supervisor* shall, within two weeks, return the Work Item Completion Notification duly endorsed to the *Contractor* with or without comments.

Any consequences in respect of any revisions arising out of Work Item Completion Notifications being returned with comments shall not be treated as a compensation event

The *Project Manager* and or the *Supervisor* may at any time audit the quality control process and for this purpose is given assistance and access by the *Contractor* to:

- documents used in connection with the certification process, including but not limited to site diaries, calibration certificates, memos, and to
- interview persons involved in providing the *works*.

The *Contractor* shall comply with the *Client*'s procedure for Supplier Performance Measures

S 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager The *Contractor* shall comply with the *Client*'s BIM requirements

The *Contractor* will produce a BIM execution plan (BEP) within two weeks of contract award The *Contractor* shall follow on from the Designer's BIM Execution Plan (BEP) from the design phase to meet the requirements set out in Appendix G. As a minimum the BEP shall include a description of how the Project's Information Delivery Plan (IDP) is to be delivered.

The BEP is to be submitted to the *Project Manager* for acceptance two weeks before starting on Site. The accepted plan shall be adhered to for the duration of the Contract.

S 700 Tests and inspections

S 701 Tests and inspections

The *Contractor* produces a schedule of tests and inspections for the *works* two weeks prior to commencement of the respective construction activity The schedule of tests and inspections must ensure the works meet the requirements of the design and specification and the *Client's* MTR

The *Contractor* shall submit a method statement for testing of rock at the quarry including any procedures for submission and acceptance, in accordance with the rock specification

in Appendix B. The testing procedures must be agreed with the *Supervisor*, prior to testing and transporting rock to the Site

The *Contractor* shall follow the necessary testing procedures to determine the classification of the material prior to any removal from site (e.g. material classification of silt at New Cut Drain)

The *Contractor* shall submit method statements for testing the MEICA items (such as flap valves and penstock gates) prior to completion.

S 702 Management of tests and inspections

The management of the testing will be agreed once the schedule has been accepted. Management of the records will be agreed at the same time

Within two weeks of the *Contractor* submitting the schedule of tests and inspections, the *Project Manager* either accepts the schedule of tests and inspections or notifies the *Contractor* of reasons for not accepting it.

S 703 Covering up completed work

No operation shall be carried out or covered up without full and complete notice being given to the *Supervisor* by the *Contractor* in time to enable the *Supervisor* to make such arrangements as is deemed necessary for inspection and checking.

During the execution of the *works*, the *Contractor* shall submit to the *Supervisor* full and detailed particulars of any proposed amendments to the arrangements and methods submitted

S 704 Supervisor's procedures for inspections and watching tests

The *Contractor* allows the *Supervisor* any reasonable opportunity and facility to inspect and monitor the samples and testing processes. The *Contractor* notifies the *Supervisor* of who, where and when samples and testing are being carried out

S 800 Management of the works

S 801 Project team Others

Further to the *Client*, *Project Manager*, *Supervisor*, Principal Designer and *Contractor* roles identified previously within the contract, the following people will form part of the team:

- PCM Project Manager [redacted]
- PCM Project Executive – [redacted]
- P&SO Team – [redacted]
- Senior User Representative [redacted]
- NEAS Representative [redacted]
- Cost Manager [redacted]
- ECC Project Manager – [redacted]
- Supervisor – [redacted]
- Environmental Clerk of Works – [redacted]
- Principal Designer [redacted]
- CDM Advisor [redacted]
- *Contractor's* Project Manager [redacted]

The *Project Manager* is responsible for managing the contract on behalf of the *Client*, and they deal with time, money, and changes to the contract.

The *Supervisor*'s duty is to ensure that the *Contractor* provides the W*orks* in accordance with the contract documents

It follows that in the majority of cases, the duties and functions of the *Project Manager or Contract Administrator* in the standard specification will be undertaken by the *Project Manager* on this contract

References in the specification to the Engineer or Contract Administrator should be read as references to the *Supervisor* or the *Project Manager*, as appropriate.

If the *Contractor* is in any doubt as to whether a matter should be raised with the *Project Manager* or the *Supervisor*, they shall ask the *Project Manager* to decide the issue

S 802 Communications

The *Contractor* shall document all forms of communication with third parties and maintain the stakeholder engagement plan.

Progress Meetings

The *Contractor* shall attend monthly progress meetings that are chaired by the *Project Manager* who produces the agenda. The *Contractor* shall produce the minutes and actions of the meeting.

For the progress meeting the *Contractor* shall produce a progress report detailing work progress since the last meeting, health and safety checks and incidents, progress against programme, public relations/interaction, planned works, commercial situation, any other issues (refer to section 8.3 for details). An electronic copy of the progress report shall be provided by the *Project Manager* in advance of the Progress Meeting.

The *Contractor* shall allow for attendance of key personnel from the *Contractor's* staff and key sub-*Contractor's*/suppliers staff at workshops which shall include the following:

- Progress meetings on monthly basis;
- Weekly issues log teleconference

Teleconferences will be conducted from home/site offices of all parties to minimise travel time and expenditure

All meetings to be held at appropriate dates agreed with the *Project Manager*.

The *Contractor* will also be required to attend the Project Board meetings arranged by the Project Executive.

Consultation

The *Contractor* shall:

- Co-operate, co ordinate and liaise with key stakeholders, the public, property owners, and Others in relation to the works.
- Provide support to the *Supervisor* in public liaison activities throughout the works.

The *Client* shall assist the *Contractor* with consultation of landowners and individuals that are affected by the *works* The *Contractor* shall work to the principles of the Considerate Constructor Scheme (www ccscheme org uk) for dealings with the public

A contact name within the *Contractor's* organisation shall be provided to residents who would be available to deal with complaints or queries in relation to the *works*.

At all stages of the project the *Contractor* shall notify the *Client* and *Project Manager* of all press or media enquiries All press and media enquiries will be handled by the *Client* and must not be addressed directly by the *Contractor*, or any of their employees.

Adoddle

All files to be shared with other parties shall be uploaded to Adoddle, the *Client*'s collaboration tool

FastDraft

The Contract will be managed and administered using the FastDraft contact management system.

S 803 Reporting Requirements

Weekly Progress Reports

The *Contractor* submits a weekly report of work done, Equipment on site and all personnel including subcontractors and Materials to the *Supervisor* by Monday (noon) of the following week.

Monthly Progress Reports

The *Contractor* shall prepare monthly progress reports for the *Project Manager*. These shall be provided to a format agreed with the *Project Manager* and shall include the following information:

- Detailed reports of construction progress achieved;
- Details of proposed work in the following month;
- Details of submissions to the Project Manager for acceptance in the following month;
- An updated programme;
- An updated payment / expenditure profile and out-turn cost estimate;
- Details of significant changes to the communications plan;
- Compensation Events identified;
- Use of recycled materials;
- Health and Safety;
- Environment Action Plan update;
- Other quarterly reporting including Sustainability Measures, Supplier Performance Measures

The *Contractor* shall prepare a hard copy, produced on recycled paper containing at least 80% post-consumer waste and printed double sided, and an electronic copy of each report shall be submitted

The *Contractor*'s Environmental Clerk of Works (ECoW) submits monthly (or as otherwise agreed) environmental reports, this information is added to the *Contractor*'s monthly report.

Efficiency initiative

The *Contractor* seeks opportunities to provide the *works* more efficiently and discusses these opportunities with the *Project Manager* and the *Client*. Any such opportunities realised are recorded on the efficiency register which is updated monthly at progress meetings.

The *Contractor* shall support the *Client* in providing details of efficiency cost savings on the project for quarterly submissions.

The *Contractor* shall attend a separate monthly progress call via MS Teams with the *Client* to support achieving the 10%+ capital efficiency target which shall be shared at monthly progress meetings.

S 900 Working with the *Client* and Others

The *Contractor's* general responsibilities shall include but not be limited to the following and reference shall be made to the relevant drawings along with other documents provided:

- The review, assessment and verification of information provided by the *Project Manager*
- Assisting the *Client* in consulting with others in respect of any adjoining construction projects (i.e. Mawmbridge IDB) to establish any impact on the *works*.

S 901 Sharing the Working Areas with the Client and Others

The *Contractor* shall be responsible for the Working Areas and is required to co-operate with the *Client* and Others in sharing the Working Areas which includes:

Access routes to the Site and compound areas (Appendix A).

If the *Client* or Others are to undertake activities on the Site between the *access date* and Completion, other than that stated elsewhere in this Scope, the *Project Manager* will notify the *Contractor* two weeks before The *Contractor* will provide access and such access shall be a *Client* Risk

The *Contractor* shall provide every assistance to the *Project Manager, Supervisor* and Environmental Clerk of Works in carrying out their duties

S 902 Co-operation

The *Contractor* co-operates with the affected landowners and tenants and obtains the necessary permits from them in accordance with their Site safety procedures prior to commencing any work on their land where permissions/ agreement to work is required

Throughout the *works*, the *Contractor* in conjunction with the *Client* shall regularly keep all affected stakeholders up to date on progress with the works. This shall include, but not be limited to, the Public Rights of Way, Highways/ Roads Authority, Police, Landowners, Local Residents and affected stakeholders.

S 903 Co-ordination

Throughout the *works*, the *Contractor* shall liaise with the *Client* and Others for the co ordination of the *works* and access to the site.

S 904 Authorities and utilities providers

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

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

The *Contractor* shall engage with Others to create a diverse and inclusive environment throughout the duration of the project.

The *Contractor* shall inform the *Project Manager* of any opportunities to support diverse workforces and engagement throughout the duration of the project

The *Contractor* shall work with the *Client* to ensure that the Environment Agency's Equality requirements are adhered to.

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 provide, as a minimum, the accommodation described below for the *Project Manager, Supervisor* and *Client*:

- 6 work stations one for the *Project Manager*, one for the *Supervisor* and four for the *Client* and other supporting staff such as the Environmental Clerk of Works
- Use of meeting room
- Access to a kitchen facility
- Medical facilities and first aid
- Access to a drying room for drying and storage of site clothing
- Access to a reliable internet connection
- Access to a flush toilet and shower facilities
- The *Contractor* to erect scheme signboards as provided by the Environment Agency
- Car parking spaces shall be provided on a suitable hard standing adjacent to the cabins for use by the *Project Manager*, the *Supervisor* and up to four spaces for the *Client*
- An electricity supply shall be provided by the *Contractor* and an adequate supply of potable water Both shall be made available for use by the *Project Manager*, the *Supervisor* and the *Client*.
- Safety equipment and services

The *Contractor* provides the services of competent surveying assistant as and when required by the *Supervisor*. The assistant undertakes surveying and other associated duties as the *Supervisor* requires with the *Contractor*'s own equipment. Attendance is directed by the *Supervisor* and provided within one hour of such request or at other periods of notice that may be agreed by the *Supervisor*

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

The *Client* provides the *Contractor* with Access to the Site, issues Notices of Intended Entry (NOIE) for access routes and be responsible for agreeing all compensation payments to landowners (compensation payments are the responsibility of the *Client*).

S 1100 Health and safety

S 1101 Health and safety requirements

CDM Requirements

The *Contractor* shall assume the role of Principal Contractor upon award of the Contract.

The *Contractor* shall comply with all current Health and Safety Legislation. Designs produced must be in compliance with the *Client's* Minimum Technical Requirements

The Principal Designer is provided by the *Client*.

A copy of the HSE Notification (F10) shall be provided to the *Contractor* by the Principal Designer prior to commencement of the *works*.

The *Contractor* shall be cognisant of the CDM Pre-construction Information, the *Client*'s Health and Safety Policies and the 'SHEW Handbook' and must ensure full compliance with the *Client's* 'Safety is Paramount' code of practice. The *Contractor* shall ensure that all parties under subcontract are cognisant of the requirements of these documents.

The *Client* acknowledges and accepts that the *Contractor's* methodology complies with the SHEW CoP where practical and more specifically this includes:

1. Construction plant fuelled with HVO fuel
2. Main site compound powered by on site electric supply
3. Electric car charging point
4. Lighting and CCTV towers being powered by a PV/hydrogen source

The *Contractor* shall prepare the Construction Phase Plan before work commences on site. The *Contractor* shall issue the Construction Phase Plan to the *Project Manager* for acceptance. The Construction Phase Plan has to be accepted by the *Project Manager* before work can commence on site

Public Safety Risk Assessments

The *Contractor* shall produce a Public Safety Risk Assessment (PSRA) during the construction period and update during the defects correction period. The PSRA is to be in the *Client's* standard format

Emergency Planning

The *Contractor* shall prepare an Emergency Action Plan for dealing with on site or third party emergencies that affect the *works*. This should include actions to be taken by the *Contractor* when managing flood risk.

The *Contractor* shall produce and provide to the *Project Manager* an Emergency Contact List which includes at least two names of responsible representatives of the *Contractor* and telephone numbers at which they can be contacted at all times outside normal working hours. One of these telephone numbers should be that of the *Contractor's* construction manager

The *Contractor* shall submit digital copies of the plan to the *Project Manager* for information only and distribution to the *Client*, within seven days of the *Contractor* gaining access to any part of the Site. The Emergency Action Plan shall include, as a minimum, the following:

- Emergency contact list – all contact names, organisation, telephone numbers etc;
- Items of Equipment, Plant and Materials that will be made available for use out of hours;
- Personnel resources that will be made available for 24/7 call outs;
- Method statements for dealing with Others or Environment Agency Emergencies and the Emergency Services;
- Method statements for rescuing and recovery of Personnel, Plants, Materials, Equipment etc in the event of an emergency; and
- Method statements for dealing with pollution as a result of the *works*.

The *Contractor* shall pay particular attention to ensuring the safety of the public during the construction phase particularly when working in public open spaces.

Emergency arrangements

The *Contractor* acquaints all employees with any relevant emergency arrangements including those of the *Client*. The *Contractor* provides emergency vehicle access to properties at all times and gives access to members of the emergency services who may inspect the Site.

The *Contractor* provides access to all parts of the Site for the *Client* to undertake emergency inspections to drainage infrastructure or repairs to flood defences

Floods

Flood warning information is available from the Environment Agency.

The *Contractor* provides emergency 24 hour contact details to the *Client* for registering with the Environment Agency's Flood Warning Schedule 8

The *Contractor* provides emergency 24 hour contact details to the *Client* for registering with the Environment Agency's Incident Communications Service (ICS).

The *Contractor* may obtain regular weather forecasts from the *Client*. The *Client* is not liable for any consequences if it is unable to provide either flood warnings or weather forecasts, or if they prove inaccurate

Services

The *Contractor* shall positively locate all services when plans indicate they are in the vicinity of the *works* even if they do not appear to be located within the immediate working area

First Aid Provisions

The *Contractor* shall provide first aid boxes appropriate to the site operations. The *Contractor* shall ensure that, as a minimum, First Aiders are trained to an Emergency First Aid at Work qualification. These First Aiders will be for the benefit of the *Contractor's* own personnel, those of any subcontractors and the site staff of the *Project Manager*, *Supervisor* and *Client*

Site inductions & toolbox talks

The *Contractor* shall ensure that all personnel before entering the Site are fully inducted on site procedures and rules Personnel shall be made aware of any relevant arrangements, including those of the *Client*, which are in existence for dealing with emergencies

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

Smoking restrictions

Smoking on the Site is permitted in areas designated by the *Contractor* but is subject to the following exclusions:

- Smoking will not be permitted whilst operating mobile plant and equipment;
- No smoking in any enclosed or semi-enclosed areas.

Reporting

The *Contractor* shall report any health and safety incidents on site using the procedure outlined in the *Client's* "Safe Construction Code of Practice". The *Contractor* shall provide a written report within twenty-one days of the incident, unless otherwise agreed with the *Project Manager*

The *Contractor* is to liaise with the *Supervisor* in the joint monthly submission of an agreed Health & Safety report to the *Client* and the *Project Manager*.

The *Contractor* familiarises themselves with the format of the *Client's* standard template for the Health & Safety File and provides all information necessary for the Principal Designer to produce the Health & Safety File in said format The Principal Designer shall also provide an up-to-date copy of the Health and Safety File to the *Contractor*, who retains the File on the Site.

S 1102 Method statements

The *Contractor* is also responsible for all temporary works and is to make due allowance in his programme for this and for any statutory approvals necessary (e g highways) The *Contractor* shall produce and issue method statements in advance of carrying out all items of work. The *Contractor* shall submit the following method statements and risk assessments to the *Project Manager* for acceptance.

- A traffic management plan covered by planning conditions which are a pre-requisite before any work on site
- Construction of temporary access tracks to the Site compounds
- Construction of temporary works for the installation of the w*orks*
- Handling of rock from the quarry site to the Site compound
- Storage of rock in the site compounds
- Handling and transport of rock to the working area
- Foreshore excavation
- Removal and management of OSA arisings
- Placing of the geotextile
- Placing of the rock amour
- Resetting and resealing of the grouted stone revetment
- Construction of the enhanced access from Moody Lane
- Construction of the foreshore access tracks
- Transportation and installation of outfall concrete repairs and replacement elements
- All outfall repair and enhancement work, including access and desilting works at New Cut Drain
- Landscaping works
- Transportation and installation of Oldfleet overflow
- Handling of all materials shall be in accordance with the Specification provided in Appendix B

All method statements shall include, but are not limited to, full particulars of methods, people, organisation, working hours, safety, Plant and Equipment, expected outputs, timing, environment, welfare, and sequence of *works* including the use and design of temporary *works*, Materials and Equipment proposed by the *Contractor*. Method statements contain sufficient information to enable the *Project Manager* to assess the likely detriment to either the proposed or the existing *works* or to the *Client*'s overall objectives

The *Contractor* shall programme the timely issue of method statements four weeks in advance of the relevant section of work and includes the dates in the programme when all method statements are to be submitted The *Contractor* shall allow the period for reply for

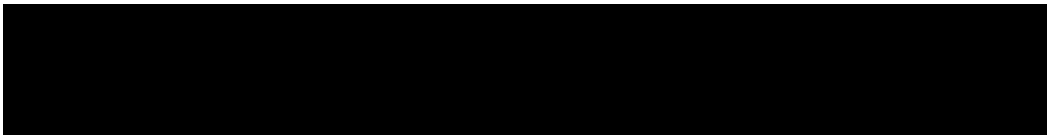
review of method statement prior to work commencing. The *Contractor* undertakes the *works* in accordance with the reviewed method statement. Review of any method statement does not relieve the *Contractor* of his contractual, and health and safety responsibilities

S 1103 Legal requirements

The *Contractor* shall comply with all current Health and Safety Legislation Duties set out in the Construction (Design and Management) Regulations 2015 shall be followed in full to ensure the project is carried out in a way that secures health and safety.

The *Contractor* is the Principal Contractor under the CDM Regulations

The Principal Designer (appointed by the *Client*) is:



The *Contractor* shall copy to the *Project Manage*r and the *Client's* CDM Advisor all his correspondence with the Principal Designer

The CDM pre-construction information does not form part of the Contract

S 1104 Inspections

The *Project Manager* may inspect the *Contractor's* compliance with the *Client's* and/or the *Contractor's* safety, health and environment requirements and procedures The inspection may be unannounced.

In addition to the technical supervision duties, the *Supervisor* will undertake regular checks on the *Contractor's* Health and Safety procedures including record of site inductions, tool-box talks, confined space procedures and certifications and PPE The *Contractor* shall make available within two working days all relevant Health and Safety information pertaining to this contract e.g. records of site induction, tool-box talks, procedures etc. for inspection.

S 1200 Subcontracting

The *Contractor* shall ensure that all other subcontractors are appropriately qualified and experienced to deliver any works under the remit of the *Contractor*.

S 1201 Restrictions or requirements for subcontracting

As part of the sub-contract tendering process the *Contractor* is to ensure a schedule of rates is devised and populated for use in the assessment of quotations in the event of unforeseen circumstances This includes, but is not limited to rates for the following:

- People
- Plant
- Lifting equipment
- Fee percentage

The exact format is to be agreed with the *Project Manager* prior to the acceptance of the proposed subcontractor and the award of any subcontract.

S 1202 Acceptance procedures

Refer to the requirements of the NGSA Framework Deed of Agreement.

S 1210 Procurement of subcontractors

The *Client* and *Project Manager* acknowledge that the following suppliers / subcontractors have been selected with due regard for this clause and confirm acceptance that they represent best value:

All other subcontractors need to be selected using best value processes.

This requires the *Contractor* to demonstrate that they have made reasonable attempts to obtain three competitive tenders for all work in excess of £25,000.

The only exception to this is work which has been accepted (in writing) by the *Client* (hub Commercial Services Manager) for strategic suppliers or for emergency work.

S 1300 Title

S 1301 Marking

Within the Working Areas, The *Contractor* prepares each item of Equipment and Plant and/or Materials for marking by the *Supervisor* by:

a) preparing the item as detailed in the technical specification;
b) completing the tests and inspections; and
c) providing to the *Project Manager*;
   - evidence that the *Contractor* has the right to pass title to the *Client*; and
   - a signed and dated certificate passing ownership of the item to the *Client*

The *Contractor* will ensure that all of their personal mechanical and electrical plant / equipment be clearly marked together with that hired or rented from other suppliers.

Reference Tags will be provided for all cables, pipework and structures provided as part of these works

S 1302 Materials from Excavation and demolition

The risk to undiscovered archaeological finds shall be managed by the *Contractor* during construction. If an obstruction is hit during piling on the existing line or on the advanced line, work shall be halted and the *Project Manager* contacted for advice

The *Contractor* has no title to materials from excavation or demolition Any payment received by the *Contractor* for disposal of scrap metals associated with the works is to be applied as a credit to costs on this contract by the *Contractor*

The *Contractor* is responsible for the removal and appropriate disposal of general and contaminated waste from the Working Area, in accordance with the SWMP and Scope.

S 1400 Acceptance or procurement procedure

S 1401 Subcontracting

The *Contractor* shall provide two other competitive tender prices when using subcontractors or suppliers unless agreed in advance with the *Project Manager*.

S 1500 Accounts and records

S 1501 Additional Records

The additional records to be kept by the *Contractor*. This shall include but not be limited to the following:

- Details of any payments to third parties relating to compensation payments or payments for use of land and facilities in conjunction with this contract irrespective of whether these form part of the Defined Cost
- Material record sheets
- Timesheets and site allocation sheets
- Equipment records
- Delivery records
- Forecasts of the total Defined Cost, (Forecasts are to include, but not be limited to costs to date, costs to completion including detailed breakdown of staff, subcontract and major material items)
- The *Contractor* provides to the *Project Manager* a detailed written statement of all Equipment & Personnel employed on the works, together with details of Equipment downtime, breakdowns, stoppages & accidents that have occurred or any other details the *Project Manager* reasonably requests
- Specific procurement and cost reports
- Subcontractor applications detailing when payments are due / paid
- Daily Diary sheets as completed by the site management
- Copies of waste transfer certificates, if applicable
- Specific procurement and cost reports.

The format and presentation of records to be kept are to be accepted by the *Project Manager.*

The above records shall be kept up to date on a weekly basis and filed in separate files and be available for inspection by the *Project Manager* upon request

The *Contractor*'s senior representative on site shall attend monthly progress meetings

Cost forecast

The *Contractor* prepares forecasts of the total Defined Cost and Fee for the whole of the *works* in consultation with the *Project Manager* and submits them to the *Project Manager* for acceptance.

Forecasts are prepared every month from the starting date until Completion of the whole of the *works* An explanation of the changes made since the previous forecast is submitted with each

S 1502 Application for Payment / Invoice

The *Contractor* is required to provide the backup to their application for payment in the following format:

- Worksheet for actual Cost and Carbon CDF Lot 1
- Worksheet actual Carbon and Cost CDF Lot 2

The submission of an Application for Payment without this format of backup sheet will **not** be recognised or treated as a compliant submission

The *Contractor* must provide a monthly report via FastDraft (using the carbon form) providing:

- actual emissions to date,
- (latest) outturn forecast (based on actuals and remaining emissions to outturn) and
- (Latest) outturn budget / target (set to the verified forecast)

The FastDraft carbon form may be supported by details of actual emissions to date against an agreed breakdown of asset / service / product lines taken from the verified carbon assessment This will inform the *Client* of progress in reducing carbon during construction in the form of a variance between a latest outturn forecast (reported on FastDraft) and verified forecast.

S 1503 Statement of Account

The *Contractor* shall prepare the final account complete with full supporting information cross referenced as appropriate. A full set of works record sheets, invoices, site instructions and Compensation Events shall be submitted with the final account

S 1600 Parent Company Guarantee

Not used

S 1700 *Client's* work specification and drawings

S 1701 *Client's* work specification

The *works* specification (particular specification) is provided in Appendix B

S 1702 Drawings

Refer to Appendix A for the drawings.

S 1703 Standards the *Contractor* will comply with

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

Ref	Report Name	Where used
	Client's Minimum Technical Requirements	Design and construction
-	Project Cost and Carbon Tool	Costs
	Carbon Tools for budget calculation and reporting	Throughout project lifecycle
	Sustainability Measures Form	Throughout project lifecycle
	CERT	
LIT_11052	Timber Policy Documents	Temporary works
LIT_12507	300_10 SHE handbook for managing capital projects	Throughout project lifecycle

LIT 16559	677 15 V3 SHEW Code of Practice	Throughout project lifecycle
RPS 178	Treatment and disposal of invasive non-native plants https://www gov uk/government/publications/treatment-and-disposal-of invasive non native-plants rps 178	Construction

Appendix A – Stage 1 & Stage 2 Drawing Pack

The following drawings form part of the Scope.

BIM File Name	Title	The latest issued revision	Asite link (to be provided)
ENV0001502C-JAC-DZ-2P3A-DR-C-1000	General Layout	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1001	General Site Arrangement	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1002	Stallingborough Main Alignment Chainage and Coordinates 50m Intervals	C01	
ENV0001502C-JAC-DZ-2P3A-DR-C-1010	Plan of revetment and works, 1 of 7	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1011	Plan of revetment and works, 2 of 7	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1012	Plan of revetment and works, 3 of 7	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1013	Plan of revetment and works, 4 of 7	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1014	Plan of revetment and works, 5 of 7	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1015	Plan of revetment and works, 6 of 7	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1016	Plan of revetment and works, 7 of 7	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1020	Stallingborough Section 1 Cross Sections A-A and B-B	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1021	Stallingborough Section 1 Cross Section C-C	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1022	Stallingborough Section 2 Cross Sections D-D and E-E	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1023	Stallingborough Section 2 Cross Sections F-F and G-G	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1024	Stallingborough Section 2 Cross Section H-H	C02	

BIM File Name	Title	The latest issued revision	Asite link (to be provided)
ENV0001502C-JAC-DZ-2P3A-DR-C-1025	Stallingborough Section 3 Cross Sections I-I and J-J	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1026	Stallingborough Section 3 Cross Sections K-K and L-L	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1027	Stallingborough Section 4 Cross Section M-M	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1028	Stallingborough Section 5 Cross section N-N	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1040	Stallingborough Section 1 Cross Sections 50m Interval Sheet 1 of 3	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1041	Stallingborough Section 1 Cross Sections 50m Interval Sheet 2 of 3	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1042	Stallingborough Section 1 Cross Sections 50m Interval Sheet 3 of 3	C02	
ENV0001502C-JAC-DZ-2P3A-DR-C-1043	Stallingborough Section 4 Cross Sections 50m Interval	C02	
ENV0001502C-JAC-ST-2MBD-DR-C-0400	Stallingborough Overall site plan - Mawmbridge Drain Outfall	C02	
ENV0001502C-JAC-ST-2MBD-DR-C-0401	Stallingborough Middle Drain Outfall - Details	C02	
ENV0001502C-JAC-ST-2MBD-DR-PL-0401	Mawmbridge Drain Outfall - Details	P01	
ENV0001502C-JAC-ST-2MID-DR-C-0200	Stallingborough Overall site plan - Middle Drain Outfall	C02	
ENV0001502C-JAC-ST-2MID-DR-C-0201	Stallingborough Middle Drain Outfall - Details	C02	
ENV0001502C-JAC-ST-2NCD-DR-C-0500	Stallingborough Overall site plan - New Cut Drain Outfall	C02	
ENV0001502C-JAC-ST-2NCD-DR-C-0501	Stallingborough New Cut Drain Outfall - Details	C02	
ENV0001502C-JAC-ST-2OFD-DR-C-0300	Stallingborough Overal site plan Oldfleet Drain Outfall	C02	
ENV0001502C-JAC-ST-2OFD-DR-C-0301	Stallingborough Oldfleet Drain Outfall - Details	C02	

BIM File Name	Title	The latest issued revision	Asite link (to be provided)
ENV0001502C-JAC-ST-2OFD-DR-C-0302	Stallingborough Oldfleet Overflow Channel	C02	
ENV0001502C-JAC-XX-2P3A-DR-PL-0001	Site Location Red Line Boundary All Schemes Plan 1 of 4	P01	
ENV0001502C-JAC-XX-2P3A-DR-PL-0002	Site Location Red Line Boundary All Schemes Plan 2 of 4	P01	
ENV0001502C-JAC-XX-2P3A-DR-PL-0003	Site Location Red Line Boundary All Schemes Plan 3 of 4	P01	
ENV0001502C-JAC-XX-2P3A-DR-PL-0004	Site Location Red Line Boundary All Schemes Plan 4 of 4	P01	
ENV0001502C-JAC-XX-2P3A-DR-PL-1010	Site Location Red Line Boundary Stage 1 Plan 1 of 4	P01	
ENV0001502C-JAC-XX-2P3A-DR-PL-1011	Site Location Red Line Boundary Stage 1 Plan 2 of 4	P01	
ENV0001502C-JAC-XX-2P3A-DR-PL-1012	Site Location Red Line Boundary Stage 1 Plan 3 of 4	P01	
ENV0001502C-JAC-XX-2P3A-DR-PL-1013	Site Location Red Line Boundary Stage 1 Plan 4 of 4	P01	
ENV0001502C-JAC-ZZ-00-DR-PL-0001	Public Right of Way	P01	
ENV0001502C-JAC-ZZ-2P3A-DR-C-0060	Section 6 - Enhanced Access Track (Draft For Pricing Only)	P01	
ENV0001502C-JAC-RA-DR-C-0001	Access Track – typical details		

Appendix B – Revetment Specification

The following document provides the technical specification for the revetment works

BIM File Name	Title	The latest issued revision	Asite link
ENV0001502C-JAC-ZZ-2P3A-SP-C-1001	Stallingborough Rock Revetment Refurbishment Technical Specification	C03	https://adoddleak.asite.com/lnk/4A9zdq9IBgrdKzFenX94

Appendix C – Site Information

The following forms the Site Information:

- Topographic data (sharepoint link) **Received Topo Data**
- Services Data (sharepoint site link) **423703 Stallingborough DN31 2TT Full Utility Search.pdf**
- SI/ GI Factual Data (obtained by *Contractor*) – (sharepoint links) **Received SI and GI Data**
- 3D Model of Existing Ground (sharepoint link) – **3D Model of Existing Ground**
- Other Site Information (sharepoint link) – **Other Site Information**
- Outfalls CCTV Survey (previously obtained by *Contractor*)
- Additional data from environmental surveys – available on request from [redacted]

BIM File Name	Title	The latest issued revision	Asite link
ENV0001502C-JAC-ZZ-2P3A-RP-GT-0003	Stallingborough Phase 3 Ground Investigation Report	P02	https://adoddleak.asite.com/lnk/AXA48ggCeyqnyqCrRdBL
ENV0001502C-JAC-ZZ-00-RP-GT-0001	Stallingborough FAS Geotechnical Desk Study	P01	https://adoddleak.asite.com/lnk/dE8k7BRIjpg9XpH6bjaq
ENV0001502C-JAC-ZZ-2P3A-SP-GT-0003	Stallingborough Phase 2C Ground Investigation Specification	P02	https://adoddleak.asite.com/lnk/qAB7ap8UErMAykf5ekBA
ENV0001502C-JAC-ZZ-2P3A-HS-GT-0002	Phase 2A Site Investigation PCI	P01	https://adoddleak.asite.com/lnk/7ABzG4jFEKkxqrI5ekBA
ENV0001502C-JAC-ZZ-2P3A-HS-Z-0001	Phase 2C (Outfalls) GI PCI	P01	https://adoddleak.asite.com/lnk/oRBeqadfXngxXXhpGKnL
ENV0001502C-JCE-00-00-RP-X-A0800	Arcadis Ground Investigation Factual Report – December 2021	P02	

Appendix D – EAP & Environmental Statement

The Environmental Action Plan (EAP) summarises the actions required to implement the environmental mitigation and outcomes contained within the Environmental Statement (ES) that has been prepared following Environment Agency Operational Instructions. It sets out specific objectives and targets defining the way in which we wish the ES and its relevant findings to be addressed during the implementation phase of the project (detailed design, construction and post-construction phases). It also details roles and responsibilities of those involved in the proposal and refers to all temporary and permanent works. These actions form part of the contract documentation and must be adhered to.

The EAP is ENV0001502C-JAC-ZZ-2P3A-RP-EN-0008-S2-P01-C0400-EA3-LOD3-Stallingborough Main Works EAP LV Comments2 ([redacted]

The Environmental Statement is located on ASite at the following link – https://adoddleak.asite.com/lnk/KEopLMjFj6ao9gFnjgy6

BIM File Name	Title	The latest issued revision	Asite link (to be provided)
ENV0001502C-JAC-ZZ-2P3A-DR-BD-0151	Figure 2 - Statutory Designated Sites Map	P02	
ENV0001502C-JAC-ZZ-2P3A-TN-BD-0002	Stallingborough sediment quality samples memo	P01	
ENV0001502C-JAC-ZZ-2P3A-TN-EN-0001	Stallingborough Baseline Noise Survey	P01	
ENV0001502C-JAC-ZZ-00-RP-BD-0002	Stallingborough Main Works Stage 2 HRA	P04	
ENV0001502C-JAC-ZZ-2P3A-DR-L-0100	Stallingborough Landscape Masterplan Overview Plan	P03	
ENV0001502C-JAC-ZZ-2P3A-DR-L-0101	Stallingborough Landscape Masterplan Sheet 1	P03	
ENV0001502C-JAC-ZZ-2P3A-DR-L-0102	Stallingborough Landscape Masterplan Sheet 2	P03	
ENV0001502C-JAC-ZZ-2P3A-DR-L-0103	Stallingborough Landscape Masterplan Sheet 3	P03	
ENV0001502C-JAC-ZZ-2P3A-DR-L-0104	Stallingborough Landscape Masterplan Sheet 4	P03	

BIM File Name	Title	The latest issued revision	Asite link (to be provided)
ENV0001502C-JAC-ZZ-2P3A-DR-L-0105	Stallingborough Landscape Masterplan Sheet 5	P03	
ENV0001502C-JAC-ZZ-2P3A-DR-L-0106	Stallingborough Landscape Masterplan Sheet 6	P03	
ENV0001502C-JAC-ZZ-2P3A-DR-L-0107	Stallingborough Landscape Masterplan Sheet 7	P03	

Appendix F – Assumed Pre-commencement Planning Conditions

Standard Conditions:

- The development hereby permitted shall be commenced before the expiration of three years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

- The Development shall only be carried out in accordance with the approved plans, except as may otherwise be specifically required by any other condition of this permission.

Reason: To define the permission and in the interests of the proper development of the site.

Example of Pre-commencement Conditions:

Construction Management Plan

- Prior to the commencement of development, a Construction Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The Construction Management Plan shall include the following:
    - Dust mitigation measures.
    - Tree protection measures.
    - Details of construction lighting and mitigation measures.
    - Programme of work.
    - Hours of working.
    - Complaints investigation strategy.
    - Noise and vibration monitoring strategy, including action to be taken where significant adverse impacts are identified.
    - Communications strategy.
- The development shall be implemented in accordance with the approved scheme.

Reason: To safeguard neighbours in the vicinity from potential nuisance caused by construction activities.

Construction Method Statement

Prior to the commencement of development, a Construction Method Statement for highway works including details of all on-site construction works, post-construction reinstatement, drainage, mitigation, and other restoration, together with details of their timetabling shall be submitted to and approved in writing by the Local Planning Authority and shall include measures to secure:

- Formation of the construction compound and access tracks and any areas of hardstanding

o Cleaning of site entrances and the adjacent public highway

o The sheeting of all HGVs taking spoil to/from the site to prevent spillage or deposit of any materials on the highway

o Post-construction restoration/reinstatement of the highway working areas affected.

- The Construction Method Statement shall be carried out as approved.

Reason: To ensure a satisfactory standard of development and in the interests of highway safety.

Construction Traffic Management Plan

Prior to the commencement of development, a Construction Traffic Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The Construction Traffic Management Plan shall include details of:

- Construction of the site access and the creation, positioning and maintenance of associated visibility splays
- Access gates to be hung to open away from the public highway no less than 10m from the carriageway edge and shall incorporate appropriate visibility displays temporary traffic management
- The pre-construction road condition established by a detailed survey for accommodation works within the highways boundary conducted with a Highway Authority representative
- Details of proposed crossings of the highway verge
- Retained areas for vehicle parking, manoeuvring, loading and unloading for their specific purpose during the development
- Construction vehicle routing
- Management of junctions to and crossings of the public highway and other public rights of way/footway
- Scheduling and timing of movements, details of escorts for abnormal loads, temporary warning signs and banksman/escort details.

Development shall be carried out in accordance with the approved Construction Traffic Management Plan.

Reason: To ensure a satisfactory standard of development and in the interests of highway safety.

Access

Prior to the commencement of development every temporary / permanent access hereby permitted shall be designed, constructed and drained to the satisfaction of the Local Planning Authority and in this respect further details, including longitudinal/cross sections, shall be submitted to the Local Planning Authority for approval in writing before work commences. No work shall commence until a full specification has been approved and the access or accesses constructed to the agreed specification.

Reason: To ensure a minimum standard of construction in the interests of highway safety.

Materials

Prior to the commencement of development samples of all external bricks / cladding for the flood walls hereby approved (notwithstanding any details shown on previously submitted plan(s) and specification) shall be submitted to and approved in writing by the Local Planning Authority. All works shall be undertaken in accordance with the details as approved.

Reason: To ensure that the materials used are visually appropriate to the locality.

APPENDIX G – Information Delivery Plan

The *Contractor* shall adhere to the Environment Agency's Employer's Information Requirements (EIR).

All *Client* issued information referenced within the Information Delivery Plan (IDP) requires verifying by the *Contractor* unless it is referenced elsewhere within the *Scope*

The *Contractor* shall register for an Asite Account and request access to the project workspace to view the IDP and update to create the MIDP.

Guidance on the IDP can be found here

Create the IDP on Asite and embed a PDF version as Appendix 1.

https://www.asite.com/login-home

APPENDIX H – BIM Protocol – *Client*'s Information Requirements

Client's Information Requirements are the Employer's Information Requirements stated in Appendix G.