



Framework:	Collaborative Delivery Framework
Supplier:	Jackson Civil Engineering Group Ltd
Company Number:	[REDACTED]
Geographical Area:	Midlands
Project Name:	West Midlands SHWG Asset Recovery Programme (Capital F
Project Number:	[REDACTED]
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	[REDACTED]

Revision	Status	Originator	Reviewer	Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

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

Project Number

• This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the Client and the Contractor in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference.

• Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this contract.

• The following documents are incorporated into this contract by reference:
Asset Recovery ECC Scope - Capital Projects (JCE) 11.08.20 v3

Part One - Data provided by the Client

Statements given in all Contracts

1. General

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

Main
Option

Option C

Option for resolving and
avoiding disputes

W3

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the Client

X15: Contractor's design

X18: Limitation of Liability

X20: Key Performance Indicators

Y(UK)1: Project Bank Account

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The works are

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

The Client is

Environment Agency

Address for communications

Address for electronic communications

The Project Manager is

Address for communications

Address for electronic communications

The Supervisor is

Address for communications

Address for electronic communications

The Scope is in
Asset Recovery ECC Scope - Capital Projects (JCE) 11.08.20 v3

The Site Information is in
ENVRECOV028C Hereford FAS Floodwall_BIM2

The boundaries of the site are
ENVRECOV028C Hereford FAS Floodwall_BIM2

The partner contract is
Contract number project_30410 with Over Arup and Partners

The language of the contract is English

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

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register

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

2 weeks

2 The Contractor's main responsibilities

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

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

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

4 weeks

3 Time

The starting date is

31 August 2020

The access dates are part of the Site

date

The Contractor submits revised programmes at intervals no longer than

4 weeks

The Completion Date for the whole of the works is

01 October 2020

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

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

4 weeks

4 Quality management

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

4 weeks

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

52 weeks

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

except that

is
is

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly



The Contractor's share percentages and the share ranges are



0 %

6 Compensation events

The place where weather is to be recorded is Pershore College

The weather measurements to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09.00 hours GMT

and these measurements:

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

The weather measurements are supplied by Met Office

The weather data are the records of past weather measurement for each calendar month which were recorded at Pershore College and which are available from Met Office

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

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

These are additional compensation events

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

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

8 Liabilities and Insurance

These are additional Client's liabilities

1. 'not used'
2. 'not used'
3. 'not used'

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

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

not less than the amount required by law

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

Resolving and avoiding disputes

The tribunal is litigation in the courts

The Senior Representatives of the Client are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The Adjudicator is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications 'to be confirmed'

The Adjudicator nominating body is The Institution of Civil Engineers

Z Clauses

Z1 Correctness of Site Information and other documents

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

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

Z20: Water levels: Contractor's risk

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

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

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

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

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

Z4 The Schedule of Cost Components

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

Z6 Payment for Work

Delete existing clause 11.2 (31) and replace with:

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

Z7 Aggregated Contractor's share

Delete existing clauses 54 and 93.4 and replace with:

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

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

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

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

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

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

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

Add:

- 11.2(37) The Aggregated Total of the Prices is sum of
- the total of the Prices and
 - the total of the Prices in the partner contract

- 11.2(38) The Aggregated Price for Work Done to Date is the sum of
- the Price for Work Done to Date and/
 - the Price for Service Provided to Date in the partner contract.

Z10 Payments to subcontractors, sub consultants and Subcontractors

The Contractor will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.
If the Contractor does not achieve payments within these time scales then the Client reserves the right to delay payments to the Contractor in respect of subcontracted work, services and supplies.
Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the Contractor's opportunities to work on framework contracts.

Z11Y(UK) 3 The Contracts (Rights of Third Parties) Act

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

Transfer of rights clause Z11

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

Z11.1 The Client (the third party) may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 and the following provisions:

Z11.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and

Z11.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.

Z11.2 Except as provided in clause Z1.1, this agreement does not create any right enforceable by any person who is not a party to it (Other Party) under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a other party which exists or is available apart from that Act.

Z16 Disallowed Costs

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

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

Z18 Payment of pain/gainshare and programme incentivisation

Delete existing clause 54.3 and replace with:

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

Delete existing clause 54.4 and replace with:

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

Insert the following new clause 54.5:

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

Insert the following new clause 54.6:

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

Z19 Linked contracts

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

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

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

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

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

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

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only

Delay damages for Completion of the whole of the *works* are

OPTION X9: Transfer of rights

OPTION X10: Information modelling

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

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

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

OPTION X11: Termination by the *Client*

OPTION X15: The *Contractor's* design

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

6 years

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

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

OPTION X18: Limitation of liability

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

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

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

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

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

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

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

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

Y(UK)1: Project Bank Account

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

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

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

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

term beneficiary

term beneficiary

The provisions of Y(UK)1

Part Two - Data provided by the *Contractor*

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

1 General

The *Contractor* is

Name Jackson Civil Engineering Group Ltd

Address for communications



Address for electronic communications



The *fee percentage* is

Option C



The *working areas* are

The *key persons* are

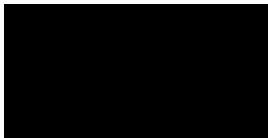
Name (1)
Job
Responsibilities
Qualifications
Experience



30 Years

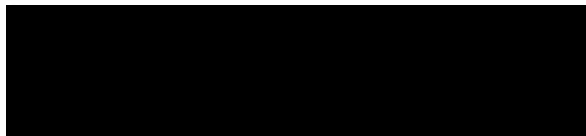
The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience



The *key persons* are

Name (3)
Job
Responsibilities
Qualifications
Experience



The *key persons* are

Name (4)
Job
Responsibilities
Qualifications
Experience

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

2 The Contractor's main responsibilities

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

3 Time

The programme identified in the Contract Data is

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the Contractor are

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

X10: Information Modelling

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

Y(UK)1: Project Bank Account

The *project bank* is
TBA

named suppliers are
TBA

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

Signature



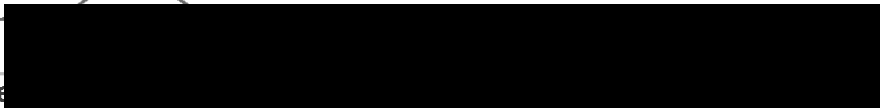
Contractor execution

Consultant execution

Signed under hand by

for and on behalf of Jackson Civil Engineering Group Ltd

Signature



ECC Scope Template

NEC4 engineering and construction contract (ECC)

412_13_SD03

Document category: COMPULSORY

Environment Agency

NEC4 engineering and construction contract (ECC)
Scope

Project / contract information

Project name	WMD SHWG Asset Recovery Programme (Capital Projects)
SOP reference	ENVRECOV028R
Contract reference	
Date	11/08/20
Version number	2 3
Author	

INITIAL HERE
TD

Revision history

Revision date	Summary of changes	Version number
	First issue	

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

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

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

incident hotline
0800 80 70 60

floodline
0845 988 1188



Contents List

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S 1700	<i>Client's</i> work specifications and drawings

Appendix 1 Asset Recovery Schedule Rev015

S 100 Description of the works

S 101 Description of the works

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

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

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

1. AR001 Hereford FAS Leaking Wall
2. AR008 Pershore Bank Repair
3. AR010 Severnside Recondition
4. AR011 Sedgeberrow FAS Repairs
5. AR014 Brickyard (Greenings) Outfall
6. AR015 Little Moors Outfall
7. AR016 Cowley's Elm
8. AR019 Hylton Road
9. AR024 Wall Flower Row Floodwall
10. AR026 Coleham Head
11. AR027 Frankwell Floodwall
12. AR030 Old Weir Brook
13. AR031 Marchington
14. AR033 Yoxhall Gauging Station
15. AR034 Little Alne Gauging Station
16. AR035 Kenwater Embankment Repairs

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

S 102 Purpose of the Works/ Outcome required

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

Summary of Outcome Required;

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

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

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

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

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

S 201 General constraints

- Use of the Site

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

- Access to the Site

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

- Working hours

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

- Parking

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

- Pollution, ecological and environmental impacts.

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

- Interfaces between the *works* and existing things.

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

- Occupied premises and users.

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

- Tide Information

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

- Enabling works

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

S 202 Confidentiality

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

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

S 203 Security and protection on the site

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

S 204 Security and identification of people

S 205 Protection of existing structures and services

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

S 206 Protection of the works

S 207 Cleanliness of the roads

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

S 208 Traffic Management

Any traffic management measures required are to be considered.

S 209 Condition survey

Contractor to take pre and post construction photos.

S 2010 Consideration of Others

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

S 2011 Control of site personnel

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

S 2012 Site cleanliness

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

S 2013 Waste materials

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

S 2014 Deleterious and hazardous materials

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

S 300 *Contractor's* design

S 301 Design responsibility

Clause 21.1 N/A

S 302 Design submission procedures

Clause 21.2 N/A

S 303 Design approval from Others

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

S 304 *Client's* requirements

N/A

S 305 Design co-ordination

N/A

S 306 Requirements of Others

N/A

S 307 Copyright/licence

N/A

S 308 Access to information following Completion

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

S 309 Site investigations

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

S 400 Completion

S 401 Completion definition

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

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

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

S 402 Sectional Completion definition

N/A

S 403 Training

N/A.

S 404 Final Clean

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

S 405 Security

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

S 406 Correcting Defects

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

S 407 Pre-Completion arrangements

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

S 408 Take over

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

S 500 Programme

S 501 Programme requirements

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

S 502 Programme arrangement

N/A

S 503 Methodology statement

N/A

S 504 Work of the *Client* and Others

N/A

S 505 Information required

To be provided.

S 506 Revised programme

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

S 600 Quality management

S 601 Samples

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

S 602 Quality Statement

N/A

S 603 Quality management system

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

S 604 BIM requirements

The BIM Information Manager is the *Client Project Manager*

S 700 Tests and inspections

S 701 Tests and inspections

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

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

S 702 Management of tests and inspections

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

S 703 Covering up completed work

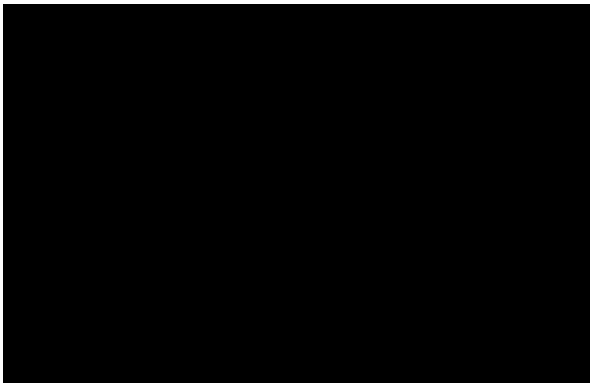
Works can be covered up as soon as they have been tested.

S 704 Supervisor's procedures for inspections and watching tests

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

S 800 Management of the works

S 801 Project team – Others



S 802 Communications

In managing the services the *Contractor* shall:

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

S 900 Working with the *Client* and Others

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

N/A

S 902 Co-operation

N/A

S 903 Co-ordination

Progress meetings as detailed in S802.

S 904 Authorities and utilities providers

N/A

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

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

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

S 1000 Services and other things to be provided

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

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

- Access to the sites
- Notices of Entry

S 1100 Health and safety.

S 1101 Health and safety requirements

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

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

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

S 1102 Method statements

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

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

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

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

- Health & safety measures
- Extent of Working Areas and protective barriers
- Access to Working Areas, including confined spaces
- The implementation of relevant statutory regulations
- The design and construction of temporary works/loading conditions and de-watering measures
- How the environmental impact of the activities are to be minimised
- Protection of existing trees and vegetation and other environmental constraints
- Equipment requirements, siting and mode of operation
- Labour requirements and supervision
- Delivery and storage of Plant and Materials
- Provision of access to third parties
- Details of the construction sequence
- Details of working methods
- Detailed programme
- Results of any consultation with third parties
- Contingency plans in the event of flooding, other difficulties or emergencies
- Risk and COSHH assessments
- Assess impact on proposed works.

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

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

S 1103 Legal requirements

N/A

S 1104 Inspections

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

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

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

S 1202 Acceptance procedures

Clauses 26.3 (Option C) .

S 1300 Title

S 1301 Marking

N/A

S 1302 Materials from Excavation and demolition

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

S 1400 Acceptance or procurement procedure (Option C)

S 1500 Accounts and records (Option C)

S 1600 *Client's* work specifications and drawings

S 1701 *Client's* work specification

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

S 1702 Drawings

As provided with the individual project scope where available.

S 1703 Standards the *Contractor* will comply with

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

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

Appendix A – Asset Recovery Schedule Rev015

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	12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ECC Scope Template

NEC4 engineering and construction contract (ECC)

412_13_SD03

Document category: **COMPULSORY**

Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	WMD SHWG Asset Recovery Programme (Capital Projects)
Project 1B1S reference	ENVRECOV028R
Contract reference	
Date	17/07/20
Version number	2
Author	Craig Barker

Revision history

Revision date	Summary of changes	Version number
	First issue	

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

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

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

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S 600	Quality management
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S 1700	<i>Client's</i> work specifications and drawings

Appendix 1 BIM Protocol – Production and Delivery Table

Appendix 2 BIM Protocol – Employers Information requirements

S 100 Description of the works

S 101 Description of the works

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

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

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

1. AR001 Hereford FAS Leaking Wall
2. AR008 Pershore Bank Repair
3. AR010 Severnside Recondition
4. AR011 Sedgeberrow FAS Repairs
5. AR014 Brickyard (Greenings) Outfall
6. AR015 Little Moors Outfall
7. AR016 Cowley's Elm
8. AR019 Hylton Road
9. AR024 Wall Flower Row Floodwall
10. AR026 Coleham Head
11. AR027 Frankwell Floodwall
12. AR030 Old Weir Brook
13. AR031 Marchington
14. AR033 Yoxhall Gauging Station
15. AR034 Little Alne Gauging Station
16. AR035 Kenwater Embankment Repairs

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

S 102 Purpose of the Works/ Outcome required

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

Summary of Outcome Required;

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

Items 1-3 will be given a target cost of £5k per project. Items 4-7 will be administered as a compensation event. Any additional projects to the programme added after Rev15 of the Asset Recovery Schedule will also be administered as a compensation event in its entirety.

Any projects which are currently being served under the Incident contract are to be administered under this Asset Recovery contract at the next suitable activity objective as listed in 1-7 above. *(Example – If you are currently completing a project proposal under the Incident or any other contract, then complete this under that Incident or other contract, then move onto stages 4-7 under the Recovery contract).*

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

S 201 General constraints

Examples of constraints are

- Use of the Site

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

- Access to the Site

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

- Working hours

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

- Parking

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

- Pollution, ecological and environmental impacts.

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

- Interfaces between the *works* and existing things.

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

- Occupied premises and users.

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

- Tide Information

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

- Enabling works

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

S 202 Confidentiality

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

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

S 203 Security and protection on the site

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

S 204 Security and identification of people

S 205 Protection of existing structures and services

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

S 206 Protection of the *works*

S 207 Cleanliness of the roads

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

S 208 Traffic Management

Any traffic management measures required are to be considered.

S 209 Condition survey

Contractor to take pre and post construction photos.

S 2010 Consideration of Others

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

S 2011 Control of site personnel

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

S 2012 Site cleanliness

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

S 2013 Waste materials

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

S 2014 Deleterious and hazardous materials

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

S 300 *Contractor's* design

S 301 Design responsibility

Clause 21.1 N/A

S 302 Design submission procedures

Clause 21.2 N/A

S 303 Design approval from Others

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

S 304 *Client's* requirements

N/A

S 305 Design co-ordination

N/A

S 306 Requirements of Others

N/A

S 307 Copyright/licence

N/A

S 308 Access to information following Completion

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

S 309 Site investigations

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

S 400 Completion

S 401 Completion definition

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

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

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

S 402 Sectional Completion definition

N/A

S 403 Training

N/A.

S 404 Final Clean

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

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S 405 Security

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

S 406 Correcting Defects

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

S 407 Pre-Completion arrangements

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

S 408 Take over

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

S 500 Programme

S 501 Programme requirements

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

S 502 Programme arrangement

N/A

S 503 Methodology statement

N/A

S 504 Work of the *Client* and Others

N/A

S 505 Information required

To be provided.

S 506 Revised programme

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

S 600 Quality management

S 601 Samples

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

S 602 Quality Statement

N/A

S 603 Quality management system

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

S 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager

S 700 Tests and inspections

S 701 Tests and inspections

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

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

S 702 Management of tests and inspections

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

S 703 Covering up completed work

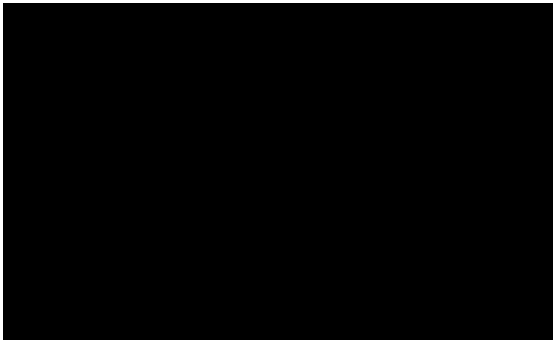
Works can be covered up as soon as they have been tested.

S 704 Supervisor's procedures for inspections and watching tests

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

S 800 Management of the works

S 801 Project team – Others



S 802 Communications

In managing the services the Contractor shall:

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

S 900 Working with the *Client* and Others

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

N/A

S 902 Co-operation

N/A

S 903 Co-ordination

Progress meetings as detailed in S802.

S 904 Authorities and utilities providers

N/A

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

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

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

S 1000 Services and other things to be provided

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

The Contractor is to provide welfare facilities for any visiting members of the *Client* team.

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

- Access to the sites

S 1100 Health and safety.

S 1101 Health and safety requirements

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

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

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

S 1102 Method statements

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

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

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

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

- Health & safety measures
- Extent of Working Areas and protective barriers
- Access to Working Areas, including confined spaces
- The implementation of relevant statutory regulations
- The design and construction of temporary works/loading conditions and de-watering measures
- How the environmental impact of the activities are to be minimised
- Protection of existing trees and vegetation and other environmental constraints
- Equipment requirements, siting and mode of operation
- Labour requirements and supervision
- Delivery and storage of Plant and Materials
- Provision of access to third parties
- Details of the construction sequence
- Details of working methods
- Detailed programme
- Results of any consultation with third parties
- Contingency plans in the event of flooding, other difficulties or emergencies
- Risk and COSHH assessments
- Assess impact on proposed works.

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

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

S 1103 Legal requirements

N/A

S 1104 Inspections

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

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

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

S 1202 Acceptance procedures

Clauses 26.3 and 11.2(25) (Options C and E) .

S 1300 Title

S 1301 Marking

N/A

S 1302 Materials from Excavation and demolition

Clause 73.2 - any materials arising from excavation and demolition are to be disposed of by the *Contractor*.

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

S 1500 Accounts and records (Options C and E)

S 1600 Parent Company Guarantee (Option X4)

S 1700 *Client's* work specifications and drawings

S 1701 *Client's* work specification

As per detailed design drawings and specification – to be issued. Outline drawings issue at this stage.

S 1702 Drawings

As provided with the individual project scope.

S 1703 Standards the *Contractor* will comply with

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

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

Appendix 1 BIM Protocol – Information Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan remains within the *Site Information* unless it is referenced elsewhere within the *Scope*

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