

Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	Pevensey Gates
Project SOP reference	ENV0002149
Contract Name	Pevensey Gates – SOC-OBC Contractor ESE
Contract reference	32873
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Revision history

Revision date	Summary of changes	Version number
23/04/2021	First issue	1
10/05/2021	Second draft incorporating internal EA comments	2
24/05/2021	Third issue incorporating Volker comments ready for joint scope meeting	3
04/06/2021	PE and Commercial Lead review	4
12/07/2021	CSM comments incorporated and final check by PM	5

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 between this Scope shall prevail. The *works* are to be compliant with the Scope.

Document	Document Title	Version No	Issue Date
LIT 13258	Minimum Technical Requirements	11	04/05/2021

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Appendix 1 BIM Protocol – Production and Delivery Table

S 100 Description of the works

S 101 Description of the works

Pevensey Gates is an asset replacement project that, alongside four similar schemes in the Pevensey Levels, will ensure adherence over the next 25 years to a Water Level Management Plan (WLMP) that is critical for the functionality of 3603ha of SSSI and internationally designated wetland - the Pevensey Levels SSSI, RAMSAR and SAC.

Pevensey Gates consist of 3 bottom opening cast iron gates attached to a Grade II listed road bridge in Pevensey Town (see Fig 1) that maintain SSSI water levels upstream for approximately 3 miles. The gates are in a poor state of repair and are susceptible to operational failure due to debris frequently becoming trapped in the bottom of the gate.

Due to the operational failure of the gates they are not consistently controlling and maintaining water levels stated by the WLMP, and therefore the gates are currently not compliant with the WLMP.

The *Contractor* is required to provide Early Supplier Engagement for the Pevensey Gates project, delivering the requirements of this Scope.

The *Contractor* will also be required to undertake the site investigation of the Pevensey Bridge and assets which will be instructed by the *Client* and a Compensation Event raised accordingly. This will provide the relevant information needed for the options appraisal consultant (the "Lot 1 consultant") to undertake appraisal.

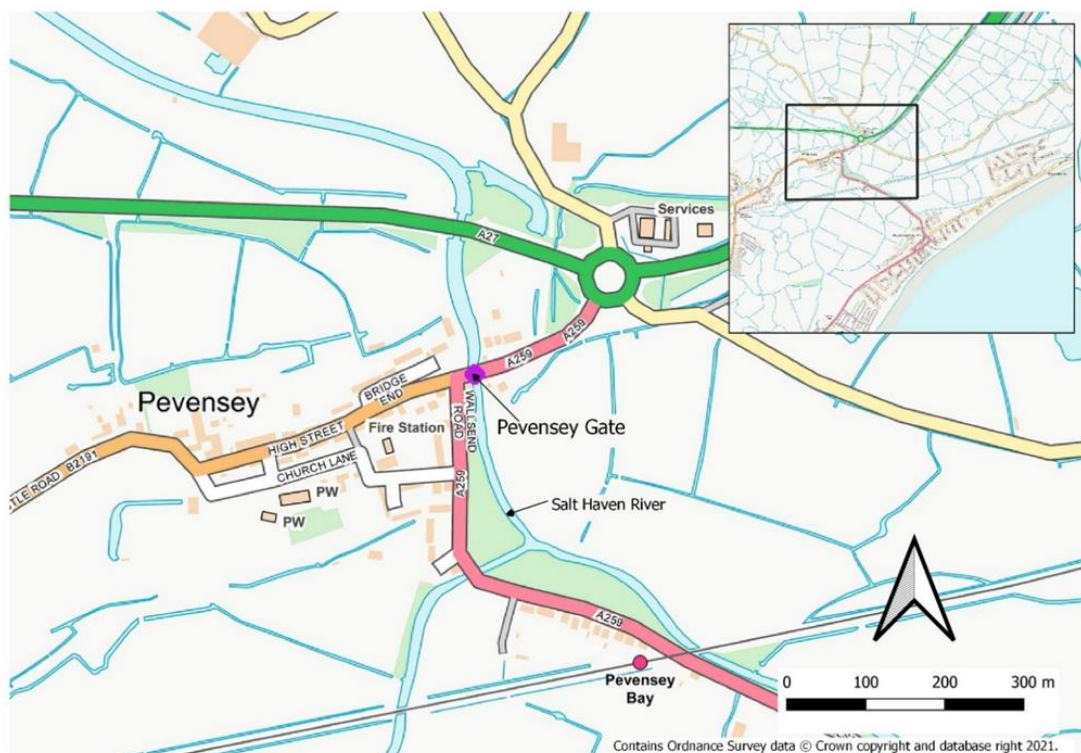


Fig 1 – Pevensey Gates

S 102 Purpose of the Works

The *Contractor* shall deliver the following;

1. Buildability and SHEW considerations

Provide guidance and advice that the following documents are comprehensive and provide the best information available for the site investigation and the development of the preferred options, inputting as required, to include suitable assurance for each of the following documents:

- Hazard Plan, Buildability Statement, desktop services searches, Pre-Construction Information Pack, Design Statement, Environmental Action Plan, Construction Method in the EIA, Information Delivery Plan, Carbon Reporting.

Provide ~~comprehensive~~ advice on proposed options such as the impact of potentially relevant permissions and consenting application processes including related programme considerations.

Provide the logistics and practical considerations for the options, preferred option and site investigations including for the use of supply chain engagement, temporary works, example materials, site compound locations, access constraints, construction logistics, community safety, procurement, and sourcing options.

Formally engage with the gate suppliers to determine buildability and cost of the proposed options.

Provide an indicative traffic management plan to be used for consultation with key stakeholders, such as Historic England and the highway authority.

Any proposed project solutions shall have appropriately considered the impact on known and unknown services. The Lot 1 consultant is developing the site investigation scope and the *Contractor* shall assist developing the scope, including proposals for service location identification to PAS 128, UXO surveys or asbestos demolition / refurbishment surveys as required Champion SHEW, wider sustainability matters and challenging assumptions where applicable.

Once the site investigation Scope has been developed by the Lot 1 consultant, it will be instructed into the *Contractor's* Scope by the *Project Manager*, and subject to a Compensation Event.

2. Affordability and Risk Management

Lead on the identification of any site works related risks (including but not limited to enabling, temporary, construction works and site investigation) and opportunities, possible mitigation measures, quantification of these risks and opportunities, and assistance in the allocation of residual risk to the party best placed to manage the residual impacts as part of the integrated project Risk Register.

Support in the identification of project efficiencies through active contribution to the Efficiency Target and in the Efficiency Register.

Provide market relevant advice to support on project whole life costs (and carbon), e.g. compensation exposure for third parties, input into the Pricing Strategy, and setting adequate budgets. This includes providing costing appropriate to the known level of design detail for the preferred option and costing support to the Lot 1 consultant for the remaining short-listed options.

Consider where applicable innovation and technology that can be embedded throughout the project, evaluating on a risk and opportunity basis.

Support in ensuring the Project Preferred Option costing is within set tolerances, at the earliest opportunity, including input into funding options where feasible.

3. Programme and Project Management

The *Contractor* shall:

- Review and report progress of *Contractor* activities to the *Project Manager*.
- Provide advice to the Lot 1 consultant to develop, maintain and report monthly upon the Whole Life Programme for the project. The *Client Project Manager* shall remain accountable for the programme.
- Provide a monthly forecast and expenditure profile which is in line with the Whole Life Programme and the Environment Agency Gateways.
- Provide expert advice on duration of construction-related activities to support the Whole Life Programme liaising with the Lot 1 Consultant on FRAP, Natural England and Historic England consents.
- Lead an interactive construction programme workshop and provide an indicative construction programme. This will incorporate all key construction activities including enabling works, mobilisation, site set up and demobilisation as well as key assumptions, constraints, risks, issues and opportunities. The *Contractor* shall provide the best available level of detail to enable good planning and provide realistic reflection on what is to be expected in terms of construction activities at later phases of the project.
- Provide a project team with the relevant demonstrable knowledge and skills to undertake the work defined in the Scope.
- Maintain weekly verbal contact with the *Project Manager* and Lot 1 consultant such that they are fully informed of progress and issues.
- Attend monthly progress meetings. Meetings shall be held in the *Client's* local offices arranged by the *Project Manager* or held remotely on Microsoft Teams.
- Attend Project Board meetings as required (assumed as 1 for OBC), to be organised by the *Client*. The Lot 1 consultant shall provide a project progress update at Project Board meetings as required.

- Lead an interactive construction programme workshop, noted previously, and attend other required workshops at key gateways/ milestones/ decision points (assume 4 sessions), to allow the project team to understand the risk/ dependencies within the programme and how tasks are related and risks are managed. This will result in aligning project team members' objectives, resources and mitigation of constraints.
- ~~Attend a team start up meeting to develop the team charter.~~
- Work with the Lot 1 Consultant to provide input into all required *Client* periodic monthly project reporting in line with timescales agreed within the first 4 weeks of the contract. This is to include finances, progress, updated programme (with actual and forecast progress), lessons learned log, efficiencies, carbon and a risks, assumptions, issues & dependencies register.
- Work with the *Client* to provide a monthly financial report. This will include a breakdown of all expenditure to date and forecast future expenditure. In addition, this will identify and provide an estimated valuation of all outstanding compensation events and an estimated value to completion. The contract information held on FastDraft does not constitute completion of this task (monthly forecasts must be submitted and discussed with the Service Manager). The finances shall be checked and correct with 0 errors at the time of circulation to the *Client*.

4. Contract Documentation

The *Contractor* shall review the adequacy and clarity of all documents required for any contracts covering intrusive investigation works and detailed design, all developed in accordance with the agreed Pricing Strategy.

5. Site investigations

Site investigation will be required as part of this commission. The *Client* is currently working with the Lot 1 Consultant to finalise the scope for the site investigation works. The *Contractor* shall be instructed to undertake the site investigation works through a Compensation Event raised when the site investigation scope is finalised and *Contractor's* proposed instruction is agreed in terms of quality and price.

6. Services Required

Cost and Carbon Estimation

The *Contractor* shall provide support for estimations of cost and carbon for potential solution(s), which will be prepared based upon the information collated to date and operational experience. At this stage the focus is on the scale and timing of possible costs to be used by the *Client* to review the project mandate and aid planning. This should include solution socio environmental mitigation and enhancement costs and an allowance for risk. This estimate should identify the extent of validity of the Client's Project Cost Tool (PCT) and potential risks of variance to PCT.

Ground / Site Investigation

The Lot 1 consultant will review previous reports to identify gaps in existing data. The Lot 1 consultant will use this to inform the scope of supplementary site investigations required to allow proper progression of the appraisal, design and construction methodology.

The Lot 1 consultant will undertake all necessary permissions and consents in order to progress with the site investigations. The *Project Manager* will clearly communicate the specifications for these further site investigations to the *Contractor* for the *Contractor* to undertake. This will result in a change of Scope.

The *Contractor* shall provide Early Supplier Engagement (ESE) support and advice for the Lot 1 consultant in the scoping of the site investigation, including inputting into their estimated costs.

Key Outputs

The *Contractor* shall attend a site visit to identify access requirements, physical constraints, easement requirements, required working areas and compound areas. A report will be provided for the above with options for compound areas.

The *Contractor* shall undertake a review of outline design options / drawings that are to form part of the pricing information – including consideration of whether or not sufficient information is available for the Lot 1 consultant pricing the schemes, as well as identification and advice on buildability, construction methods, SHEW compliance, etc.

The *Contractor* shall undertake a review of high-level programme and input into activities, durations, and sequence – e.g. whether works can be planned around seasons (e.g. earthworks in the summer months), identification of long lead items (and therefore procurement timescales), ecological constraints, third party constraints, consents and robust delivery durations considering risk. The *Contractor* shall also provide early identification of programme constraints that could prevent a scheme from starting or completing as planned.

The *Contractor* shall undertake a review of the draft Scope for the ground investigations and provide assurance that there is sufficient information available for the Lot 1 consultant pricing the scheme.

The *Contractor* shall undertake a review of draft Site Information to identify whether there is sufficient information available for the Lot 1 consultant pricing the schemes. If gaps are identified, the *Contractor* shall assess whether there is value in closing the gaps.

The *Contractor* shall undertake a review of the draft temporary works schedule. This will include identification of any significant temporary works designs that need to be considered from a CDM perspective in advance of the works pricing, to ensure sufficiency of resources and time.

The *Contractor* shall provide information for the carbon tool and CEEQUAL Assessment.

The *Contractor* shall contribute to specialist areas of the high-level cost estimate against a defined Scope as requested by the project team. The *Contractor* shall provide assurance to ensure that a suitable risk pot is established considering the stage of project.

The *Contractor* shall input into a project level Risk Register that can be communicated to the Lot 1 consultant at the time of works pricing and updated regularly throughout the life of the project.

The *Contractor* shall input into the project queries log for response by both the Lot 1 consultant and the *Contractor* to record how issues identified have been incorporated into the project going forward.

The *Contractor* shall ensure the works project Scope, and importantly that the business case or scope, has no gaps and can be fully communicated including risk.

The *Contractor* shall ensure end user engagement to set the scene for future delivery in terms of solution expectation, ongoing management of assets or asset performance and present a way of delivery that can be achieved.

7. Requirements of the programme

The *Contractor* shall provide input into the Project Manager's programme as described in section 3 above.

8. Services and other things provided by the *Client*

Data and information management and intellectual property rights

All of the data listed as being supplied to the *Contractor* as part of this study remains the intellectual property of the *Client*.

Data custodianship

The data custodian for project deliverables from this commission will be the *Client's* Solent and South Downs (SSD) Partnerships and Strategic Overview team.

Licensing information

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Contractor* upon award of this commission.

Data management and metadata

The *Client* populates a metadata database called the information asset register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client* will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

Data security

All model and survey information will be provided to the *Contractor* in an encrypted format (using WinZip 128 bit encryption) according to the *Client's* data security policy. It is expected that once the commission is completed, all the original data sent to the *Contractor*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption. Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption. Further details regarding security measures will be discussed at the start-up meeting for this commission.

Client's Advisors

The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Project Manager*. These departments include Area, NEAS, etc.

Client Documents the Contractor contributes to

The *Client* maintains several project documents; the *Contractor* is required to contribute to these *Client* owned documents:

- Project Risk Register
- Project Efficiency Register
- Carbon Register
- CEEQUAL Assessment

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

S 201 General constraints

- No access to private property is to be made by the *Contractor* without written *Client* approval and/or formal issue and serving of Notice of Entry.
- The Lot 1 consultant shall ensure that invasive species are not introduced or spread if found to be present on site. The *Contractor* should follow the 'Clean, Check, Dry' protocol.
- Due to the environmental designations on the site, the project may require NE assent and a Stage 1 Habitats Regulations Assessment (HRA) for any Ground Investigations undertaken at this stage of the project. The *Contractor* will not be required to undertake these however outcomes of the Habitat Regulations Assessment and any environmental restrictions due to work being undertaken in a protected site will be summarised in an Environmental Action plan to be issued on instruction of any site works and shall be followed, when site investigation is undertaken.
- The site itself is constrained and access will need to be carefully considered.
- There may be a risk of contaminated land, details of which shall be included in PCI on instruction to undertake site works.
- There may be archaeology on site details of which shall be included in PCI on instruction to undertake site works.
- Where site works are instructed, the *Contractor* shall reduce the risk of pollution and reduce any negative ecological and environmental impacts by following the most recent EA SHEWCOP, Pollution Prevention for Businesses and all relevant Environmental legislation.

S 202 Confidentiality

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

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 204 Protection of existing structures and services

Pevensey Bridge is a grade II listed structure and will need to be protected throughout the works. The protection Scope will be raised as an early warning for discussion throughout the Outline Business Case (OBC) stage and the *Project Manager* will instruct as per the contract.

S 205 Protection of the works

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 206 Protection of the works

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 207 Cleanliness of the roads

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 208 Traffic Management

Pevensey Bridge is located on a busy junction with traffic lights where the A259 meets the B2191. The *Contractor* shall develop a proposed Traffic Management Plan as part of these works.

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 209 Condition survey

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 2010 Consideration of Others

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 2011 Control of site personnel

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 2012 Site cleanliness

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 2013 Waste materials

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 2014 Deleterious and hazardous materials

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 300 Contractor's design

In the event of additional work requiring any *Contractor's* design, the *Project Manager* will instruct a change to the Scope and raise a Compensation Event.

S 301 Design responsibility

As above

S 302 Design submission procedures

As above

S 303 Design approval from Others

As above

S 304 Client's requirements

As above

S 305 Design co-ordination

As above

S 306 Requirements of Others

As above

S 307 Copyright/licence

As above

S 308 Access to information following Completion

As above

S 309 Site investigations

As above

S 400 Completion

S 401 Completion definition

This Contract will be completed on the *Client's* confirmation of the project's Outline Business Case approval.

S 402 Sectional Completion definition

As above

S 403 Training

As above

S 404 Final Clean

As above

S 405 Security

As above

S 406 Correcting Defects

As above

S 407 Pre-Completion arrangements

As above

S 408 Take over

As above

S 500 Programme

S 501 Programme requirements

As per NEC clauses.

S 502 Programme arrangement

As above.

S 503 Methodology statement

As above.

S 504 Work of the *Client* and Others

As above.

S 505 Information required

As above.

S 506 Revised programme

As above.

S 600 Quality management

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 601 Samples

As above

S 602 Quality Statement

As above

S 603 Quality management system

As above

S 604 BIM requirements

The BIM Information Manager is the *Project Manager*.

The *Contractor* shall comply with the Collaborative Delivery Framework requirements and ensure that the project outputs are compliant with the BIM Employers Information Requirements 2.3.

S 700 Tests and inspections

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 701 Tests and inspections

As above

S 702 Management of tests and inspections

As above

S 703 Covering up completed work

As above

S 704 Supervisor's procedures for inspections and watching tests

As above

S 705 Reduction of carbon against the original solution carbon budget

As above

S 800 Management of the works

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 801 Project team – Others

As above

S 802 Communications

As above.

Maintain regular weekly verbal contact with the Service Manager.

Attend weekly progress meetings led by the Lot 1 consultant.

Attend quarterly project board meetings as required (assumed as 1 for OBC).

The contract will be administered using FastDraft.

S 803 Monthly Progress Reporting

As above.

Provide a monthly progress report in a format to be agreed with the Project Manager. Also assist the Lot 1 consultant to produce a monthly report by providing information on Contractor Scope.

S 900 Working with the *Client* and Others

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

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 902 Co-operation

As above

S 903 Co-ordination

As above

S 904 Authorities and utilities providers

As above

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

In delivering the works, the *Contractor* shall consider the following and document how they are addressed on this contract:

- Public: how to effectively engage and manage public communications.
- Project team: how to create an inclusive environment for our project team.
- Framework: identify opportunities to support diverse workforces on our projects across our organisations.

S 1000 Services and other things to be provided

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

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

As above

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

As above

S 1100 Health and safety

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 1101 Health and safety requirements

As above

S 1102 Method statements

As above

S 1103 Legal requirements

As above

S 1104 Inspections

As above

S 1200 Subcontracting

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 1201 Restrictions or requirements for subcontracting

As above

S 1202 Acceptance procedures

As above

S 1300 Title

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 1301 Marking

As above

S 1302 Materials from Excavation and demolition

As above

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

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 1500 Accounts and records (Options C and E)

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 1501 Additional Records

As above

S 1600 Parent Company Guarantee (Option X4) [not used]

Not required.

S 1700 *Client's* work specifications and drawings

In the event of additional Scope being recognised, an early warning will be raised for discussion and the *Project Manager* will instruct as per the contract.

S 1701 *Client's* work specification

As above

S 1702 Drawings

As above

S 1703 Standards the *Contractor* will comply with

As above

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*.