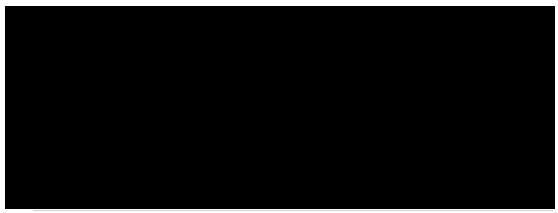

Framework: Collaborative Delivery Framework
Supplier: [redacted]
Company Number: [redacted]

Geographical Area: Midlands
Project Name: Wansford H&T
Project Number: [redacted]

Contract Type: Engineering Construction Contract
Option: [redacted]

Contract Number: [redacted]

Stage: Construction

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Wansford H&T

Project Number ENV0003707C

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

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

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

- The following documents are incorporated into this contract by reference
  Wansford Overhead Cable Replacement ECC v4 dated Feb 2023

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General

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

Main Option	Option C	Option for resolving and avoiding disputes	W2

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18 Limitation of Liability

X20: Key Performance Indicators

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

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

Z: *Additional conditions of contract*

The *works* are

Address the failing overhead cable by way of providing a new cable ducting across the river and removing the existing cable.

The *Client* is

Address for communications

[redacted]

Address for electronic communications

The *Project Manager* is

Address for communications

Address for electronic communications

[redacted]

The *Supervisor* is

Address for communications

Address for electronic communications

The Scope is in
Wansford Overhead Cable Replacement ECC V4 dated Feb 2023

The Site Information is in

[redacted]

2 - Site Compound
Ground Investigation Specification for Directional Drilling (including Desk Study)

The *boundaries of the site* are
1 - Site Boundary and Site Access

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
If unable to complete works by 30/03/2023, 2 weeks notice is required

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	*key date*
'none set'	'none set'
'none set'	'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 20 February 2023

The *access dates* are part of the Site	date
Sharepoint	20 February 2023
Notice of Intended Entry	20 February 2023

The *Contractor* submits revised programmes at intervals no longer than 4 weeks

The *Completion Date* for the whole of the *works* is 30 March 2023

The *Client* is 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 except that
- The *defect correction period* for is
- The *defect correction period* for is

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is [redacted]

The *interest rate* is [redacted] Base rate of the [redacted] Bank of England

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

share range	*Contractor's share percentage*
[redacted]	[redacted]
[redacted]	as set out in Schedule 17
[redacted]	

6 Compensation events

The place where weather is to be recorded is Wittering Weather Station

The *weather measurements* to be recorder for each calendar month are
- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00:00 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 Witthering Weather Station
and which are available from Metoffice gov.uk

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. Strong Stream/Fast flows exceeding 1.5 knots
2. River Level exceeding 8.6m
3. 'not used'

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

[redacted]

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 [redacted]

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* .

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

Clause 60.1 (12) is deleted from this contract.

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 *Contracto* r.
Delete 'The' At start of clause 63.1 and replace with:
"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

Z 4 The Schedule of Cost Components

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

Z 6 Payment for Work
Delete existing clause 11.2 (31) and replace with:
"11.2 (31) The Price for Work Done to Date is the total Defined Cost which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee, not exceeding the forecast provided under clause 20.4 and accepted by the *Client*."

Z7 *Contractor's* share
After cl54.2 and before cl54.3, insert the following additional clause:
54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

Z10 Payments to subcontractors, sub consultants and
Subcontractors
The *Contractor* will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.
If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.
Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

Z16 Disallowed Costs
Add the following bullets to clause 11.2 (26) Disallowed costs
• was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.
• was incurred as a result of the client issuing a Yellow or Red Card to prepare a Performance Improvement Plan.
• was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

Z21 Requirement for Invoice
Add the following sentence to the end of clause 51.1:
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.
Delete existing clause 51.2:
51.2 Each certified payment is made by the later of
• one week after the paying Party receives an invoice from the other Party and
• three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.
If a certified payment is late, or if a payment is late because the *Project Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z22 Resolving Disputes
Delete W2.1

Z23 Risks and insurance
Replace clause 84.1 with the following
Insurance certificates are to be submitted to the Client on an annual basis.

Z30 Material Price Volatility
The *Client* recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the *Client* will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

Z30.1 Defined terms

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

Z30.2 Price Volatility Provision

Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as:
Assessment x MF x L = PVP

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client*. The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.

Z30.3 Price Increase

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

Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31 July 2021	In period costs only	No
31 August 2021	In period costs only	No
30 September 2021	In period costs only	No
31 October 2021	In period costs only	No
30 November 2021	In period costs only	No
31 December 2021	In period costs only	No
31 January 2022	In period costs only	No
28 February 2022	In period costs only	No
31 March 2022	In period costs only	No
30 April 2022	In period costs only	No
31 May 2022	In period costs only	No
30 June 2022	In period costs only	No
31 July 2022	In period costs only	No
31 August 2022	In period costs only	No
30 September 2022	In period costs only	No
31 October 2022	In period costs only	No
30 November 2022	In period costs only	No
31 December 2022	In period costs only	No
31 January 2023	In period costs only	No
28 February 2023	In period costs only	No
31 March 2023	In period costs only	No
30 April 2023	In period costs only	No
31 May 2023	In period costs only	No
30 June 2023	In period costs only	Forecasted costs for remainder of contract

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only

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

OPTION X10: Information modelling

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is 2 weeks

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

[redacted]

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

6 years

OPTION X18: Limitation of liability

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

£[redacted]

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

£[redacted]

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

£[redacted]

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

£[redacted]

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

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

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

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

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

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

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

term *beneficiary*

Part Two - Data provided by the *Contractor*

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

1 General

The *Contractor* is

Name

Address for communications

[redacted]

Address for electronic communications

The *fee percentage* is

Option C

[redacted]

The *working areas* are

Working areas are those defined within the scope and the c

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

[redacted]

The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience

[redacted]

The *key persons* are

Name (3)
Job
Responsibilities
Qualifications
Experience

[redacted]

The *key persons* are

Name (4)
Job
Responsibilities
Qualifications
Experience

[redacted]

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

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

3 Time

The programme identified in the Contract Data is

Wansford Gauging Station 001 Rev C

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

[redacted]

X10: Information Modelling

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

[redacted]

ECC Scope Template

NEC4 engineering and construction contract (ECC)

LIT 13260

Document category: COMPULSORY

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

[redacted]

[redacted]

NEC4 engineering and construction contract (ECC)
Scope

Project / contract information

Project name	Wansford Overhead Cable Replacement
Project 1B1S reference	ENV0003707C
Contract reference	
Date	February 2023
Version number	4.0
Author	Danielle Mumby

Revision history

Revision date	Summary of changes	Version number
Feb 23	Updated to JCE's comments, clarification of as-built information required on page 4	4.0
Feb 23	Removal of BIM requirements (proportional to project) and change to S 402	3.0
Jan 23	Updated to Defra GC (ZR and GB) comments, additions of plugs to S 103, mooring restrictions to S 201 4 and additions to documents provided in S1400	2.0
Dec 22	First issue	1.0

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	12.0	30/12/2021

[redacted]

Contents List

S 100 Description of the *works*

The overhead cableway at the Wansford flow measuring complex is showing evidence of severe corrosion and section loss to the supporting gantry, posing a hazard to river users, and meaning action must be taken to remove it. The cableway carries services for the flow measuring ultrasonic devices either side of the River Nene, and this data is of critical importance for both the EA and Anglian Water, for both flood risk and abstraction purposes. This project seeks to address the failing cable by way of providing a new cable ducting across the river and removing the existing cable.

S 101 Summary of the *works*

The *works* are to:

a. supply and install a means by which the new cable can be routed between the existing chambers according to the consultant's design

b. remove the existing overhead cable including the supports and

c. make the site safe including inside the kiosk

The design the consultant provides consists of a trenched duct which ensures that the route for the replacement cable is suitable i.e. in length, bending, resistant to river flow, vandalism etc.

The drawings describing the *works*, including baseline setting out information are included in Section S 1400. The *Contractor* will establish these lines on site and confirm the position with the *Supervisor* before commencement of any construction *works*. The *Contractor* shall check the provision of any level reference points shown on the drawings and confirm the position and level with the *Supervisor* before use for setting out the *works.* The *Contractor* shall inform the *Project Manager* when all setting out reference points have been agreed, checked and confirmed.

S 102 Purpose/Objective of the *works*

The overhead cable at the Wansford flow measuring complex is showing evidence of severe corrosion and section loss to the supporting gantry, posing a hazard to river users, and meaning action must be taken to remove it and make the site safe. The cable carries services for the flow measuring ultrasonic devices either side of the River Nene, and this data is of critical importance for both the *Client* and Anglian Water, for both flood risk and abstraction purposes, so a means by which the new cable can be routed is to be supplied and installed.

S 103 Description of the *works*

The *Contractor* shall:

- undertake site visits if necessary. For example, to identify constraints and access requirements, collect additional site information, assess health and safety requirements etc.
- identify and undertake any enabling works required immediately prior to the *Works* (including, but not limited to vegetation clearance)
- mobilise to site and establish the necessary works (e.g. temporary works) and welfare facilities
- supply and install a means by which the new cable can be routed between the existing chambers according to the consultant's design
- supply and install 2 lengths of 8mm diameter nylon draw chord through the ducting, with 1m excess anchored at each end
- supply and install markers either side of the river to indicate location of buried services
- seal the duct ends from silt ingress using 'duct plugs' as specified in the design provided in Section S 1400
- produce accurate and detailed drawing records of the buried cable route. Recorded information on the 'as-built' drawings must include:
    - dimensioned trench positions on plan
    - duct and trench sections, including surveyed depths of cover of the duct at minimum 5m intervals along entire length
    - location of any underground joints taken by measurement from fixed and permanent landmarks
- once the new cable is installed, remove the existing cable (including supports), remove all waste from site and make the site safe (including inside the kiosk). This must not be done until the new cable is installed to ensure the operational continuity i.e. that data can be received from the site at all times.
- ensure that the final solution is compliant with all guidance and legislation and seek to minimise long-term asset/land management and maintenance costs
- construct the *works* in accordance with the *Client's* code of practice, title Safety Health Environment Wellbeing Code of Practice (SHEW COP)
- ensure that access to site remains available to the *Client* at all times
- maximise positive environmental outcomes and demonstrate mitigation has been considered. Section S 1400 contains documents describing environmental requirements on the works such as the Environmental Action

Plan and archaeological Written Scheme of Investigation that place environmental duties on the *Contractor*

- undertake the works in accordance with the methodology approved in the Flood Risk Activity Permit
- safeguard the site, the works, products, materials, and any existing structures affected by the works from damage and theft.

S 200 General constraints on how the *Contractor* provides the *works*
S 201 General constraints

1. Use of the site

The *boundaries of the site* are the extents shown on the document in Section S 1400.

The Site contains a *Client* operational site, Wansford flow measuring complex (includes instrumentation on both banks), which must remain operational throughout the *works.* Access to the Wansford flow measuring complex must be available to the *Client* at all times, including out of hours and public holidays.

The *Contractor* defines his working area and submits this to the *Project Manager* for acceptance. The *Contractor* confines his construction operations to the working areas.

Prior to the possession of the *site* the *Client* supplies the *Contractor* with the known names and addresses of relevant landowners and occupiers.

The *Client* issues statutory Notices of Entry for access to all private land required at least 7 days before the possession dates. The *Contractor* notifies the *Project Manager* of any additional Working Areas that he has negotiated before entering them. The *Contractor* liaises directly with any landowners following the statutory Notices of Entry.

A site compound area has been proposed for use by the *Contractor*. The *Contractor* may propose alternatives and submit them to the *Project Manager* for acceptance. The proposed site compound is located as shown on the document in Section S 1400.

The *Contractor* keeps owners and occupiers informed of the effect of the *works* on their land as required by the *Project Manager*.

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

2. Access to the Site

The location of the Site and the Site access and egress is shown in Section S 1400

The access to the site must remain available to others throughout the *works.*

No other access is used or constructed without the *Project Manager*'s written acceptance.

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

3. Possession of the Site

Shortly before first entry, the *Contractor* undertakes 'Pre-start condition surveys' of all access routes, highways, property and land as agreed with the *Project Manager* (including trees, boundaries, crops and any other features which may be affected by the work) within the Boundaries of the site and of the access route(s).

The Pre-start condition surveys shall consist of digital photographs with an inventory, and a pdf location map of the photos. The survey shall be provided to the *Project Manager*.

The *Contractor* undertakes similar 'Post-completion condition surveys' when the work is complete and on dates agreed with the *Project Manager*. The 'Post-completion condition survey' shall be distributed to the *Project Manager*.

The *Contractor* undertakes the condition surveys in conjunction with the *Supervisor.* The *Supervisor* is accompanied by any others invited (and notified in advance) by the *Contractor*, *Project Manager* or *Supervisor*.

The *Contractor* gives at least 5 working days' notice to the *Project Manager* and *Supervisor* prior to any condition survey.

4. Interfaces with Client operations

The Contractor shall not impact on the functionality of the flow measuring complex during the *works.* If the *Contractor* impacts the functionality of the flow measuring complex (includes instrumentation on both banks) for any reason, accidental or otherwise, the *Contractor* must immediately notify the *Project Manager* and the *Client.* If watercraft is to be secured between the instrument racks at the Site overnight, the *Contractor* moors this at the riverbank, centrally between the instrument racks (or as close to this as safely possible) to minimise disruption to data.

Utilities to the *Client* operational site, including power, water supply and BT communications are maintained throughout the *works* by the *Contractor*. Utilities that pass through the *Client* operational site, including power, water supply and BT communications are maintained throughout the *works* by the *Contractor*. If any utilities are to be temporarily disabled (e.g. during switching to a diversion) the *Contractor* must seek approval from the *Project Manager* at least one month prior to the temporary disruption.

The *Contractor* ensures that the *Client* compound remains secure throughout the *works.*

5. Interfaces with Anglian Water

The *Contractor* ensures adequate physical barriers, screening and signage around the *works* to prevent access into the *works* by operations staff from Anglian Water.

The *Contractor* provides a traffic management plan to Anglian Water prior to the possession of the site.

6. Third party Complaints and Claims

The *Contractor* notifies the *Project Manager* immediately following any damage or injury arising out of the execution of the *works*.

The *Contractor* and *Project Manager* notify each other without delay of all complaints, claims or warnings of intended claims which they may receive.

The *Contractor* deals promptly with any complaints, claims, damage or injury by or to owners, operators or occupiers.

The *Contractor* keeps the *Project Manager* informed as to the progress made towards settlement of claims.

7. Project Site Accommodation

The *Contractor* provides accommodation and services as described in Clause 1.2 of the Minimum Technical Requirements. The accommodation is to be sited to the acceptance of the *Project Manager*.

8. Deliveries

The *Contractor* plans deliveries to be within working hours. If the *Contractor* requires deliveries outside of working hours they will seek acceptance by the *Project Manager* prior to the delivery.

9. Working hours

The *Contractor* working hours are noted in Clause 1.26 of the *Client*'s Minimum Technical Requirements. The *Contractor* agrees the working hours with the *Client* and Anglian Water prior to the start of the *works.*

The *Contractor* does not undertake night work during the *works.*

If night working is required, the *Contractor* seeks acceptance from the *Project Manager.*

10. Site Tidiness and branding

The *Contractor* keeps the working area, Site offices, Site yards and parking areas tidy and promptly removes rubbish, waste and surplus. Materials, Plant and Equipment are positioned, stored and stacked in a safe and orderly manner. The Site outside the working area, Site offices and Site yards is kept free of construction debris and suitable for use by the public. Materials contaminated by oil and spillages or otherwise polluted due to the *Contractor's* activities shall be immediately removed and disposed of according to the statutory regulations.

Overnight sleeping accommodation at the Site offices and on the Site is prohibited.

11. Storage of plant and materials

All materials are carefully and properly stored in accordance with the suppliers' or manufacturers' instructions and directions.

Any materials that are damaged, or that have deterioration for any reasons whatsoever, are not incorporated in the *works*, are removed from the Site forthwith and are replaced with materials that comply with the Scope.

The *Contractor* does not make use of public highways, thoroughfares or footpaths for depositing and storing Plant and Materials but provides the proper storage and protection of all Plant and Materials on the Site at locations accepted by the *Project Manager*. All such provisions shall be removed at Completion and any disturbance made good and returned to original condition.

The *Contractor* maintains a detailed record of all materials received on the Site and in his stores and working areas. The *Contractor* makes the records available to the *Project Manager* and *Supervisor* at such times as the latter may require.

12. Noise and vibrations

Noise and vibration levels are limited to those noted under Clause 1.26 of the *Client*'s Minimum Technical Requirements.

13. Pollution, ecological and environmental impacts

The *Contractor* produces, maintains, and adheres to an Environment Management Plan for the *works* and provides this to the *Project Manager* and *Supervisor.*

The *Contractor* maintains, adheres to, and updates the Environment Action Plan throughout the duration of the *works*.

14. River level information

The *Contractor* can access river level information for the River Nene on the .gov.uk website or the national flow archive.

Gauging station live data: River Nene level at Wansford - GOV.UK (check-for-flooding.service.gov.uk)

Flow archive data: NRFA Station Data for 32010 - Nene at Wansford (ceh.ac.uk)

The *Contractor* can request additional river level data from the *Client.*

15. Licences and Consents

The *Client* provides the following consents, the *Contractor* must adhere to the conditions of these consents:

a) Notice of Entry.

The *Contractor* provides the following consents, the *Contractor* secures the consent and discharges any conditions associated with these consents:

a) Flood Risk Environmental Permit

S 202 Confidentiality

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

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

S 203 Security and protection on the site

The *Contractor* protects the Site, the works, products, materials, and any existing structures affected by the works from damage and theft.

The *Contractor* shall keep the public fully informed of the works and of the dangers present on *Site*.

The *Contractor* is responsible for the security of the Working Areas, Site offices, Site yard and any other facilities deemed necessary by the *Contractor*

The *Contractor* shall ensure that the security of the Anglian Water site is not compromised.

The *Contractor* shall be responsible for the security vetting and identification of people working on or visiting the Site.

S 204 Protection of existing structures and services

The *Contractor* shall protect existing structures, services, mains, trees and other plants.

The *Contractor* shall protect the existing cable routes from chambers to instrument racks on either bank

The *Contractor* shall protect the existing overhead cable

The *Contractor* shall protect the existing kiosk

The *Contractor* takes reasonable measures to avoid damage to existing roads, property and other works caused by his operations. The *Contractor* is responsible for any damage to existing roads, properties and other works caused by its operations. Prior to work commencing on Site the *Contractor* provides, for acceptance by the *Supervisor*, a photographic record of the condition of the existing roads and any other existing works which may be affected by his operations, including private access roads. On Completion of

the *works*, the *Contractor* returns the roads and any other affected existing works to a condition not inferior to that pertaining at the *access date*.

The *Contractor* liaises with all relevant Statutory Undertakers, the Highway Authority and other owners of apparatus before commencing any excavations and satisfies himself as to the exact position of existing apparatus which may affect or be affected by the construction of the *works*. The *Contractor* complies with all specific requirements from these third parties.

Should any leakages or damage to existing services, highways or apparatus be discovered, the *Contractor* immediately notifies the Statutory Undertaker, Highways Authority or owner concerned, as appropriate, and the *Project Manager*. The *Contractor* affords every facility for the repair or replacement of the apparatus affected unless otherwise specified.

Before mechanically excavating close to services, the *Contractor* undertakes full preliminary investigations by means of electromagnetic and other locating devices and hand-dug trial holes to locate the existing services. The *Contractor* notifies the *Project Manager* of the results of these investigations without delay.

The *Contractor* provides a record drawing of services and apparatus encountered, highlights the differences from the information provided by the Statutory Undertaker and Highway Authority and issues this to the *Project Manager*.

S 205 Protection of the *works*

The *Contractor* shall take all reasonable care to protect the works from damage, including weather and flood related conditions.

S 206 Cleanliness of the roads

The *Contractor* shall be responsible for the cleanliness of roads, tracks and private access points that are used by the *Contractor* when undertaking the *works* and shall ensure these are kept clean for use by the landowner and/ or the public.

S 207 Traffic Management

The *Contractor* shall be responsible for the provision and management of any traffic management measures, road closures and public highways closures as necessary to Provide the Works.

Before any work in or affecting the use of any highway or road is commenced, the *Contractor*'s proposed method of working, including any special traffic requirements, is agreed with and confirmed in writing to the *Project Manager* and all relevant authorities.

Throughout the contract, the *Contractor* co-operates with the relevant authorities concerning works in, or access to, the highway. The *Contractor*

informs the *Project Manager* of any requirements of, or arrangements made with the relevant authorities.

The *Contractor* prevents vehicles entering and leaving the Site depositing mud or other debris on the surface of adjacent park access roads, public roads, pavements or footpaths and removes promptly any materials deposited.

S 208 Condition survey

The *Contractor* shall undertake a condition survey in accordance with Clause 1.34 of the *Client's* Minimum Technical Requirements.

S 209 Consideration of Others

Work should be managed to minimise / avoid disturbance to the general public and occupiers of adjacent premises.

S 2010 Control of site personnel

The *Contractor* staff act in accordance with the *Client's* SHEW Code of Practice.

S 2011 Site cleanliness

The *Contractor* shall be responsible for the provision and management of a clean and tidy Site and welfare facilities. The *Contractor* shall abide by the requirements of the *Client's* Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP).

S 2012 Waste materials

The *Contractor* shall reduce, reuse and recycle materials whenever possible and ensure that all waste is managed correctly.

The *Contractor* shall comply with legal requirements and restrictions applicable to the removal and disposal of waste material.

The *Contractor* shall undertake the works in accordance with the *Client's* SHEW Code of Practice and Minimum Technical Requirements (CL 1.41)

S 2013 Deleterious and hazardous materials

The *Client* is not aware currently of any restrictions on the use of deleterious and hazardous material on the Site, however the *Contractor* must carry out their own assessment and ensure the correct storage, handling, use and disposal of any potentially hazardous materials in accordance with the relevant statutory provisions, including COSHH, and Health and Safety Executive (HSE) Codes of Practice.

S 2014 Archaeological Requirements

The *Contractor* undertakes the works in accordance with the methodology set out in the Written Scheme of Investigation.

S 300 *Contractor's* design

N/A. The *Client* engaged [redacted] to undertake the design of the cable ducting solution.

S 301 Design responsibility

The *Contractor* is responsible for the design, installation, maintenance and removal of all temporary works necessary to provide satisfactory completion of the *works*. The temporary works shall be designed in accordance with the appropriate British, European or similar approved standards. Temporary works shall be designed by the *Contractor* and submitted to the *Project Manager* for acceptance at least 2 weeks in advance of purchasing items or commencement of the work on site. Temporary works design shall be submitted to the *Client* in accordance to the Flood Risk Activity Permit Regulations for the necessary determinations by the *Client* acting under its regulatory authority. The *Contractor* retains full responsibility for the temporary works during their delivery of the *works.*

S 302 Design submission procedures

N/A

S 303 Design approval from Others

N/A

S 304 *Client's* requirements

N/A

S 305 Design co-ordination

The consultant shall co-ordinate with the *Contractor* in preparing his design.

The *Client* appoints a Principal Designer under the CDM regulations, and the *Contractor* will coordinate design activity with the Principal Designer.

The *Contractor* ensures coordination between subcontractors that it may appoint.

S 306 Requirements of Others

The *Contractor* shall support the *Client* and consultant in obtaining and meeting any and all approvals required to undertake the *works.*

S 307 Copyright/licence

N/A

S 308 Access to information following Completion

All information in relation to Providing the Works shall be stored within the *Client's* Common Data Environment (CDE) system prior to Completion. All information shall be stored in accordance with the timescales stated within Contract Data.

All relevant information required to operate and maintain the asset shall be transferred to the *Client* for the Health and Safety File.

S 309 Site investigations

N/A. Site investigations have been undertaken during the design and the information is included in S 1400.

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.* The *Contractor* is to provide the following prior to Completion:

- Provide all information to the Client and Principal Designer to enable their compiling of the Health and Safety File, including a full set of “As Built” Drawings signed off and agreed with the *Supervisor* and photographs of all stages of the works (titled and dated);
- Completed Environmental Action Plan including environmental auditing/reporting;
- Completion of the Site acceptance tests;
- Handover of all keys to any security padlocks supplied as part of the permanent works;

S 402 Sectional Completion definition

Completion of the *works* to install the new cable duct and remove the existing cable. Date for Sectional Completion is given in Contract Data Part 1.

S 403 Training

N/A

S 404 Final Clean

On Completion, the *Contractor* returns the roads, footpaths, car parks and any other areas affected by the *works* to a condition not inferior to that pertaining at the commencement of the works. All debris, unused materials, equipment, Site accommodation, construction debris, signage, protection, plant, machinery, tools and temporary works are to be cleared and removed from the site.

S 405 Security

The *Contractor* is responsible for the security of the site and any compounds / material laydown areas.

S 406 Correcting Defects

Access for the correction of any Defect after Completion shall be arranged by the *Client*.

S 407 Pre-Completion arrangements

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

S 408 Take over

Due to its operational nature the *Client* may require use of the flow measuring equipment on site, including the instrument racks on either bank, and/or the kiosk building on the North bank. Should the *Client* require use of the assets, the *Contractor* will be required to coordinate their works with the *Client* through the *Project Manager*.

S 500 Programme

S 501 Programme requirements

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

The programme shall highlight where other parties impact the delivery of the *works*. The *Contractor* is to include the dates for:

- access
- the Navigation closure of the River Nene
- the site acceptance tests
- the completion of the installation of the cable duct
- the removal of the existing cable
- the removal of the Navigation closure of the River Nene
- the submission date of all the items listed in Section 401

The *Contractor* accounts for any constraints or approval periods included within any license or consent gained.

The programme is to be submitted electronically in both pdf and Microsoft Project formats.

S 502 Programme arrangement

N/A

S 503 Methodology statement

A methodology statement outlining how the *Contractor* will carry out the works should be provided to the *Client* for comment and acceptance by the Principal Designer 10 working days prior to the planned commencement of the *works*.

S 504 Work of the *Client* and Others

The order and timing of the work of Others (e.g. the work to install the new cable in the ducting by the *Client's* Hydrometry and Telemetry supplier, Nivus, following Section Completion) is to be included in the programme and information to be provided.

S 505 Information required

N/A

S 506 Revised programme

The programme shall be updated weekly for progress meetings with actual and forecast progress against the baseline.

The *Contractor* submits a full explanation of any changes in sequencing and duration of the work activities from the previous accepted programme when they submit a new programme.

S 507 Monthly reports
In managing the *service* the *Contractor* shall:

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

S 600 Quality management

S 601 Samples

The *Contactor* shall notify the *Client* of any materials samples that are required to be taken and tested prior to undertaking the works. The procedures for submission and acceptance, shall be agreed with the *Client*.

The *Contractor* allows sufficient time for samples to be taken and accepted and if required additional samples taken in order not to impact on the programme.

S 602 Quality Statement

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

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

S 603 Quality management system

The *Client's* framework for quality management systems standard shall be adopted.

The *Contractor* is to operate a Quality Management System complying with BS EN ISO 9002.

The *Contractor* is to describe the Quality Management System in a Quality Plan, which is to be provided to the *Project Manager* for acceptance within 28 days of the Contract Date.

The quality of the works is self-certified by the *Contractor* as set out in the accepted Quality Plan.

S 604 BIM requirements

N/A, proportional to project.

S 700 Tests and inspections

S 701 Tests and inspections

The *Supervisor* will undertake three site acceptance tests which will comprise of:

- an inspection for any visible signs of damage of the ducting prior to installation
- an inspection to confirm that the draw chord is installed into the existing access chambers and the ducting is free from blockage
- an inspection to confirm that the ducting has been installed according to the consultant's design i.e. with the required 600mm minimum depth of cover

The *Contractor* shall provide daily photographic records of the works on site to the *Client*.

S 702 Management of tests and inspections

The *Contractor* shall offer all testing for witnessing by the *Project Manager, Supervisor* and *Client,* and provide at least 48 hours' notice of the test date. The *Project Manager* reserves the right for testing to be repeated at the *Contractor's* cost should witnessing not have been offered.

The *Contractor* shall include all tests on the programme.

The *Contractor* shall produce a test report showing the test undertaken and the result, and provides this to the *Project Manager*

S 703 Covering up completed work

The *Contractor* is responsible for the protection of the *works* until the Completion Date.

S 704 *Supervisor's* procedures for inspections and watching tests

N/A The *Supervisor* can watch and observe all tests undertaken by the *Contractor.*

S 800 Management of the *works*

S 801 Project team – Others

The Principal Designer will be Brian Smith/ CDM Advisor

Contact with the Client's Hydrometry and Telemetry supplier, Nivus, is to be made with Mike Smith

Contact with Anglian Water is to be made with Joshua Daniel

S 802 Communications

In addition to reporting on progress of activities on the programme and description of risks, early warnings and compensation events, the *Contractor* will submit financial updates and forecasts to meet *Client* deadlines.

The Contractor will ensure at least one representative attends weekly progress meetings, and shall submit a weekly progress report (using (Construction Monthly report template). The progress report shall include those details listed in the Minimum Technical Requirements Cl 1.25 and shall be supported by photos, videos, maps, plans and drawings as required by the *Client*

Contractual communication is undertaken via the FastDraft platform that the *Client* provides access to. The templates for use in Contract Communication are provided on FastDraft.

Communications to and from the *Contractor* are defined by the *Project Manager*, and storage of project files shall be administered through Sharepoint common data environment, which the *Client* provides access to.

S 900 Working with the *Client* and Others

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

The Site contains a *Client* operational site, Wansford flow measuring complex (includes instrumentation on both banks), which must remain operational throughout the *works.* Access to the flow measuring complex must be available to the *Client* at all times, including out of hours and public holidays.

Anglian Water undertakes the operation and maintenance of the Wansford Water Treatment Site adjacent to the working area. If Anglian Water requires access to the working area the *Contractor* is to inform the *Project Manager*. The site compound area and site access on the North bank belongs to Anglian Water, who have agreed to share this area with the *Contractor* for the duration of the works (refer to document in Section S 1400). If Anglian Water make any change to this agreement the *Contractor* is to inform the *Project Manager.*

The *Contractor* shall grant safe access to the *Client's* Hydrometry and Telemetry supplier, Nivus, to install the new cable and disconnect and isolate the old cable once the cable ducting is in place.

S 902 Co-operation

The *Contractor* is required to co-operate with Anglian Water and provide Risk Assessments and Method Statements 10 working days prior to any *works* commencing on site. The *Contractor* is also required to co-operate with the *Client's* Hydrometry and Telemetry supplier, Nivus, and grant safe access to them when required.

The *Contractor* understands the importance of and assists the *Client* to establish and maintain good public relations during the course of the contract and thereafter. Public relations activities by the *Client* include keeping the general public informed; publicising the project and the work of the *Client* in general; liaising with local residents, businesses and landowners, and dealing with complaints. The *Contractor* shall inform the *Client* immediately of any complaint, incident or accident.

The *Contractor* shall notify the *Project Manager* of all press or media enquiries and refers them to the *Client*.

The *works* are undertaken in accordance with Clause 1.27.10 (Noise Control and Working Hours) of the Minimum Technical Requirements.

The *Contractor* shall cooperate with Anglian Water, who own, operate and maintain Wansford Water Treatment Site.

The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the *works*.

The *Contractor* is required to co-operate with the *Client's* Hydrometry and Telemetry supplier, Nivus, to ensure they can safely access the site on a date once the cable ducting is in place.

S 903 Co-ordination

The *Contractor* project manager is responsible for communication with the *Client*, *Project Manager* and *Supervisor.*

The Contractor coordinates with the Principal Designer throughout the *works* in line with their duties under the CDM Regulations.

The *Contractor* notifies the *Project Manager* as soon as practicable of any requests for meetings with third parties relating to the *works* so that the *Project Manager* has the option to attend or send a representative.

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

S 904 Authorities and utilities providers

The *Contractor* complies with HSE Guidance Notes, Statutory Undertakers and private company requirements when working in the vicinity of their apparatus.

The *Client* and consultant will provide Pre-Construction Information as given in section S 1400. The *Contractor* is responsible for confirming the location of services before commencement of the *works*.

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

N/A - *Client* to provide additional details if further policy is required.

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* provides items listed in Clause 1.2 of the *Client*'s Minimum Technical Requirements.

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

The *Client* provides access keys etc. to allow the *Contractor* to take possession of the site (including the kiosk building).

The *Client* provides Notices of Entry to allow possession of the site. The *Contractor* confirms their requirement for land access and provides the accompanying marked up drawings prior to the access being required.

S 1100 Health and safety

S 1101 Health and safety requirements

The *Contractor* shall be aware of the latest version of the *Client*'s (Environment Agency's) 'Safety, Health, Environment & Well Being Code of Practice' and fully comply with its requirements.

S 1102 Method statements

The *Contractor* is required to submit method statements and risk assessments for each activity to the *Project Manager*, CDM Principal Designer and the CDM Client for review, comment and acceptance, at least 10 working days prior to undertaking the activity. The *Contractor* shall ensure the risk assessments and method statements for each operation includes:

- Risk assessments of the work.
- People and resources proposed.
- Timing and sequencing of construction, materials, plant and equipment.
- Details of temporary works.
- Indication of activities that represent a higher level of safety, health and environmental risk.
- Safety, health and environmental controls proposed.
- Any permit to work proposals.

S 1103 Legal requirements

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

The CDM Principal Designer is: [redacted]

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

The *Contractor* copies to the *Project Manager* all correspondence with the CDM Principal Designer.

S 1104 Inspections

The *Contractor* shall allow the *Project Manager* and the *Client* to review and inspect any of the *Contractor's* health and safety procedures at any time.

The *Contractor* makes all health and safety records available to the *Project Manager* for inspection if required.

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

The *Contractor* shall comply with the requirements of Cl 26 in relation to the proposed use of any sub-contractors.

S 1202 Acceptance procedures

The *Contractor* shall send through a list of proposed subcontractors to the *Project Manager* for acceptance prior to the contract start date and updates as required.

S 1300 Title

S 1301 Marking

N/A

S 1302 Materials from Excavation and demolition

The *Contractor* shall manage waste materials from excavation and demolition of the existing cable in accordance with Clause 1.40 of the *Client's* Minimum Technical Requirements.

S 1400 *Client's* work specifications and drawings

S 1401 *Client's* work specification

Ref	Version	Document Name
LIT 13230	2.0	MEICA - Specification - Electrical installations

S 1402 Drawings

Drawings provided by consultant:

Ref	Document Name
1	ENV0003707C-[redacted]-ZZ-01-DR-C-000001 Proposed Layout (006)
2	ENV0003707C-[redacted]-ZZ-01-DR-C-000002 Proposed Long Section (004)

Other Documents:

Ref	Document Name
1	Site Boundary and Site Access
2	Site Compound
3	Ground Investigation Specification for Directional Drilling (including Desk Study)
4	Environmental Action Plan Draft [redacted]
5	Pre-Construction Information [redacted]
6	Ground Investigation Report – [redacted]

S 1403 Standards the *Contractor* will comply with

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

Ref	Report Name
1	Sustainability Measures Form
2	300_10 SHE handbook for managing capital projects
3	300_10_SD27 SHE Code of Practice

Contract Execution

Client **execution**

Signed as Underhand by [**PRINT NAME**] for and on behalf of the [redacted]

[redacted]

Signature	Date	Role
[redacted]	23/02/2023	Project Executive

Contractor **execution**

Signed as Underhand by [**PRINT NAME**] for and on behalf of [redacted]

[redacted]

[redacted]

Signature	Date	Role
[redacted]		COMPANY SECRETARY