

This document is executed as a deed and is delivered and takes effect  
at the date written at the beginning of it



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	[Redacted]
<b>Company Number:</b>	[Redacted]
<b>Geographical Area:</b>	<b>Midlands</b>
<b>Project Name:</b>	<b>Holme Sluice Gate Refurbishment Project</b>
<b>Project Number:</b>	[Redacted]
<b>Contract Type:</b>	<b>Engineering Construction Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	[Redacted]
<b>Stage:</b>	<b>Construction</b>

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name Holme Sluice Gate Refurbishment Project

Project Number [REDACTED]

- This contract is made on 18/04/2023 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  
CDT NEC4 ECC Holme Sluice Urgent Gate Maintenance V7 15.02.23

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

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

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

X2: Changes in the law

X5: Sectional Completion

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)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

The Contractor is to undertake critical repair works to Holme Sluices increasing the asset life, in addition to providing a new task and access lighting system for the structure.

The <i>Client</i> is	[REDACTED]
Address for communications	[REDACTED]
Address for electronic communications	[REDACTED]
The <i>Project Manager</i> is	[REDACTED]
Address for communications	[REDACTED]
	[REDACTED]
	[REDACTED]
Address for electronic communications	[REDACTED]

The *Supervisor* is TBC

Address for communications

Address for electronic communications

The *Scope* is in  
CDT NEC4 ECC Holme Sluice Urgent Gate Maintenance V7 15.02 23  
[REDACTED] Holme Sluice Urgent Gate Maintenance - Phase 2\_BIM2

The *Site Information* is in  
[REDACTED] - Holme Sluice Urgent Gate Maintenance - Phase 2\_BIM2 / Subheading Site Information

The *boundaries of the site* are  
C0017-20118-[REDACTED]-XX-XXX-DR-P-50001 P01-A1 [REDACTED] / ENV6004922R - Holme Sluice Urgent Gate Maintenance - Phase 2\_BIM2

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  
The instruction to include gate 4 works within the required dry docking period to ensure programme efficiencies.

Issue of the instruction to include the works to the overstructure to ensure programme efficiencies

The use of the existing project compound post gate 5 work which may incur additional costs to relocate

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

## 2 The Contractor's main responsibilities

The <i>key dates</i> and <i>conditions</i> to be met are	
<i>condition</i> to be met	<i>key date</i>
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'
The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>works</i> at intervals no longer than	4 weeks

## 3 Time

The <i>starting date</i> is	06 March 2023
The <i>access dates</i> are part of the Site	date
Site Access	06 March 2023
All free issue plant and materials as specified within the	06 March 2023

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

The *Completion Date* for the whole of the *works* is 06 December 2023

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

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

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

6 Compensation events

The place where weather is to be recorded is Watnall Weather Station, Nottingham

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 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 Watnall Weather Station, Nottingham 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. The upstream and downstream stop logs and tarpaulin are installed using the Clients equipment, any malfunction to this equipment, the stoplogs or the tarpaulin prior to install, during install or removal of may cause delays to the programme. Any delays that are a result of these malfunctions shall form a Compensation Event
2. The Working Area becomes flooded
3. Elements of the works will be subject to prevailing winds at various speeds throughout the project. All activities will be subject to a dynamic risk assessment with regards wind. Should works be delayed due to wind speed this will constitute a compensation event.
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

The Client is liable for the condition of all plant and materials as listed in the Scope at the point of free issue, and the performance of all free issue plant and materials, whilst they are either in there temporary or permanent use.

1

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 *Senlor Representatives* of the *Client* are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

'to be confirmed'

'to be confirmed'

'to be confirmed'

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

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

### Z 4 The Schedule of Cost Components

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

### Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:

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

### Z7 Contractor's share

After c154.2 and before c154.3, 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.

**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 (Right 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 Z11.1, 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.

**Z20 Defect Dates for Sections**

Where a section of the works is defined and is located in a separate area of the Site, the time to the defects date for that section is the defined period after the Completion of that section , and is defined in the Contract Data.

**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:  
 $Assessment \times MF \times L = PVP$

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 X5: Sectional Completion

section	description	completion date
1	Gate 5 Completion	26 October 2023

### X7 plus X5

section	description	amount per day
1	Gate 5 Completion	Nil

The delay damages for the remainder of the *works* are

### 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

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

12 years

### OPTION X15: The *Contractor's* design

The *period for retention* following Completion of the whole of the *works* or earlier termination is 12

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

12

### 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 12 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

not used not used

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 [redacted]  
Address for communications [redacted]  
[redacted]  
[redacted]  
[redacted]

Address for electronic communications [redacted]

The fee percentage is 

Option C

9.50%

The working areas are As defined within the Scope documents

The key persons are

Name (1) [redacted]  
Job [redacted]  
Responsibilities [redacted]  
Qualifications [redacted]  
Experience [redacted]

The key persons are

Name (2) [redacted]  
Job [redacted]  
Responsibilities [redacted]  
Qualifications [redacted]  
Experience [redacted]

The key persons are

Name (3) [redacted]  
Job [redacted]  
Responsibilities [redacted]  
Qualifications [redacted]  
Experience [redacted]

The key persons are

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

**2 The Contractor's main responsibilities**

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

No design responsibility for contractor.

**3 Time**

The programme identified in the Contract Data is

Colwick Sluice CI 31 Rev C

**5 Payment**

The *activity schedule* is  
Appendix 8

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Contractor* are

Name (1) [REDACTED]  
Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]  
Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

**X10: Information Modelling**

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

**Y(UK)1: Project Bank Account**

The *project bank* is  
[REDACTED] completed exemption from this clause

*named suppliers* are  
n/a

## Contract Execution

### *Client* execution

Signed as a Deed by [PRINT NAME]

for and on behalf of

[REDACTED]

[REDACTED]

In the presence of:

[REDACTED]

[REDACTED]

Signed as a Deed by [PRINT NAME]

for and on behalf of

[REDACTED]

[REDACTED]

In the presence of:

[REDACTED]

[REDACTED]

\_\_\_\_\_

\_\_\_\_\_

# ECC Scope Template

NEC4 engineering and construction contract (ECC)

LIT 13260

**NEC4 engineering and construction contract (ECC)**  
**Scope**

**Project / contract information**

Project name	Holme Sluice Urgent Gate Maintenance
Project 1B1S reference	
Contract reference	
Date	15.02.2023
Version number	7
Author	

**Revision history**

Revision date	Summary of changes	Version number
1.11.2022	First issue	1
20.11.2022	Updated to reflect project review	2
6.12.2022	Updated to reflect project review	3
20.12.2022	Update to reflect Scope updates	4
06.01.2023	Updated to reflect programme dates	5
27.01.2023	Updated to reflect contract review and design omissions	6
07.02.2023	Temp Access Updated	7

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
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LIT 13258	Minimum Requirements	Technical	12
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	Part 2: Non-returnable Documents NEC – ECC 4th Ed.	Section 8 Scope
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## Contents List

S 100	Description of the <i>works</i>
S 200	General constraints on how the <i>Contractor</i> provides the <i>works</i>
S 300	<i>Contractor's</i> design
S 400	Completion
S 500	Programme
S 600	Quality management
S 700	Tests and inspections
S 800	Management of the <i>works</i>
S 900	Working with the <i>Client</i> and Others
S 1000	Services and other things to be provided
S 1100	Health and safety
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S 1500	Accounts and records (Options C and E)
S 1600	Parent Company Guarantee (Option X4)
<b>S 1700</b>	<b><i>Client's</i> work specifications and drawings</b>

Appendix 1 BIM Protocol – Production and Delivery Table

Appendix 2 Temporary Works Calculations\_Designs

Appendix 3 Non- contact gate position monitoring

Appendix 4 SHEW CoP June 2022 Dispensation

Appendix 5 LIT 13133 – Code of Practice Electrical Safety (CoPES): Part2

Appendix 6 Gate 1 Repairs

Appendix 7 ████████ Civil Structure Assessment



## **S 100      Description of the works**

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

The *Contractor* is to undertake critical repair works to Gate 5 at Holme Sluices increasing the asset life, in addition to providing a new task and access lighting system for the structure.

### **S 102 Purpose of the Works**

#### **1) Gate repair works.**

*Works* are required to complete critical repairs to sluice gate 5 **only**. Additional *works* to gates 2-4 will be subject to a *Project Managers* Instruction depending on time and funding constraints.

#### **a) Sluice Gate**

The *Contractor* shall dry-dock gate 5 using the existing stoplogs (divers are required to install the tarpaulin sheets which will be free issued by the *Client* to ensure a good seal) allowing for installation of the temporary works to support the gate. The temporary works to support the gate and the temporary works scaffolding design required to access all areas of the gate will be free issued by the *Client*, the designs are included with Appendix 1. The *Contractor* shall shot blast the entire gate and allow for any temporary access to facilitate this.

Once all existing paintwork is removed the *Contractor* shall carry out a non-intrusive visual inspection of the entire gate. The product of the inspection shall be in the form of a physical report stating the condition of the gate and any suggested remedial works. Any remedial works shall be instructed by the *Project Manager* once agreed with the *Client*.

Once completed the *Contractor* shall allow for repainting the gate in accordance with the *Clients* M&E specifications.

#### **b) Buoyancy Chamber**

The *Contractor* shall shot blast the entire buoyance chamber and vertical supports to remove all existing paintwork.

Once all existing paintwork is removed the *Contractor* shall carry out a non-intrusive visual inspection of the buoyancy chamber. The product of the inspection shall be in the form of a physical report stating the condition of the buoyancy chamber and identify any suggested remedial works. Any remedial works shall be instructed by the *Project Manager* once agreed with the *Client*.

The *Contractor* shall design and implement a means to pressure test all three compartments within the buoyancy chamber. The *Contractor* is to carry out a pressure test to the compartments before and after any remedial works are carried out to the buoyancy chamber. Should the buoyancy chamber fail a pressure test the *Contractor* shall notify the *Client* and await further instruction from the *Project Manager*.

As part of the repair works, the entire gate (including the buoyancy chamber) shall be weighed by the *Contractor* before and after all works have been undertaken to the buoyancy chamber and main body of the gate. The *Contractor* shall allow for 'trimming' the weight difference to the counterweights to keep the system balanced, all 'trimming' weights shall be free issued by the *Client*. The *Contractor* shall produce a report stating any 'trimming' that has been carried out.

Once completed the *Contractor* shall allow for repainting the buoyancy chamber in accordance with the *Clients* M&E specifications.

### **c) Sluice gate seals**

The *Contractor* shall replace the rubber seals like for like along the sides and bottom length of the gate to provide a seal, the current seals are bolted to the gate. The rubber seals will be free issued by the *Client*. Any additional works to the rubber seals shall be instructed by the *Project Manager* once agreed with the *Client*.

### **d) Sluice gate rail bolts**

The *Contractor* shall carry out corrective work to the sluice gate rail bolts as described on the following drawings:

- Roller Rail Fixing Replacement Single Anchor Bolt Row – Sketch No. 332510659-STN-SK-0005 Rev C1
- Roller Rail Fixing Replacement Multiple Anchor Bolt Row – Sketch No. 332510659-STN-SK-0006 Rev C1
- Roller Rail Fixing Replacement Sequence of Work – Sketch No. 332510659-STN-SK-0007 Rev C1

As noted on drawing Roller Rail Fixing Replacement Sequence of Work – Sketch No. 332510659-STN-SK-0007 Rev C1, the top 20 bolts (10 on each side) of the top section of the rail require no works.



**The following elements are for the Entire Over-structure (including all gates 1-5)**

**2 ) Provision of new lighting system**

The *Contractor* shall provide suitable access lighting, and localised task lighting. Access lighting shall be provided to the access staircase, with switches located at the start of the walkway to activate task lighting to each gate winding system. The access lighting and task lighting shall be installed to minimise lighting pollution and disturbance to residents. The existing lighting system currently installed along the top walkway shall be removed.

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

**S 201 Use of the Site**

The boundaries of the Site are the extents shown within drawing C0017-20118-1-1--XX-XXX-DR-P-50001 P01-A1 .

The Site is located on the *Client* operational site, Holme Sluice Compound, which must remain operational throughout the *works*. Access to the Holme Sluice Compound must be always available to the *Client*, including out of hours and public holidays. The *Contractor* shall ensure access can be accommodated within 1.5 hours as soon as requested by the *Client*. If the *Contractor* has to allow access out of hours, the response shall form a Compensation Event.

Should the *Contractor* seek to extend the *working areas* this shall be agreed with the *Client* in advance. Should any *working areas* be outside of that owned by the *Client*, the *Client* shall serve notice to all additional landowners. The *Client* requires four weeks' notice as a minimum to issue the statutory Notice of Entry.

The *Contractor* shall confine their construction operations to the agreed *working area* only.

The *Contractor* shall propose the location of the scheme sign board at the Site office to the *Project Manager* and gain any necessary permissions, approvals, and consents for its establishment at least one week prior to its planned installation date.

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

The public have a right of access within Colwick Country Park except for the *working area*.

## S 202 Access to the Site

Site access and egress is from/to Mile End Road down River Road (both residential streets) and into the Colwick Country Park. Access through the park is along the private road and is shared with Colwick Country Park personnel, the public, recreational park users and marina users.

There is a load restriction of 7.5T capacity on the existing park bridge owned by Nottingham County Council that crosses the old river alignment upon entering the park. This is highlighted within report A122064-XX-XX-RP-C-0001 P01 Colwick River Road Bridge Structural Assessment Report, and Appendix B Corrosion Survey, contained within the Site Information. From the 20<sup>th</sup> February 2023 the *Client* will take ownership of the temporary Mabey bridge that is located at the park entrance. The design information for both the bridge abutments and Mabey temporary bridge can be found within the Site Information. The *Contractor* will have free use of the temporary Mabey bridge throughout the entire duration of the *works*. The *Contractor* shall ensure the temporary Mabey bridge is included within the temporary works register, and as such is subject to the required surveys as recommended by Mabey. The temporary bridge will remain in place once the *works* are complete, so no allowance shall be made for the removal of the bridge and/or the associated temporary materials, however a final handover survey shall be required to be undertaken by the *Contractor*. Should any remedial works to the temporary bridge and associated temporary materials in place be required, an instruction by the *Project Manager* will be given detailing the works.

There is an access restriction to entering the park from a paid entry barrier and closed manual vehicle barrier. Access for the *Contractor* to the Site is to be arranged by the *Client* with Nottingham City Council.

Access to the Site must always remain available to Others and the *Client*, including out of hours and public holidays.

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

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

Access to the Site goes through another CDM area which is not under the management of the *Client*. Any special access arrangements over and above what is currently in place, which is required by the *Contractor* to Provide the Works, must be notified to the *Client* at least two weeks in advance. This will enable the *Client* to arrange the required access arrangements on to Site.

Access from the private road within Colwick Country Park onto the Site (*Client* compound) is via a max capacity 40T bridge (*Client* owned bridge installed by the fish pass project). The *Contractor* shall ensure all deliveries required to Provide the Works does not exceed this SWL. Should any delivery fall above this limit, the *Contractor* shall request the design information from the *Client* to carry out an independent assessment to confirm the delivery.

## **S 203 Possession of the Site**

Shortly before the first entry, the *Contractor* shall undertake a 'Pre-start condition survey' of all areas to be affected by the works, as agreed with the *Project Manager* within the *boundaries of the site*.

The pre-start condition surveys shall consist of digital photographs with an inventory of where they were located on site. Copies of the survey shall be made and provided to the following:

- a) *Client* (electronic format).
- b) *Supervisor* (electronic format).
- c) *Project Manager* (electronic format).
- d) Landowners whose land is used to access the Site or whose land forms part of the Site (hard copy); and

The *Contractor* shall undertake a 'post-completion condition survey' once all *works* have been complete. Copies of the 'post-completion condition survey' are distributed in the same format and to the same recipients as the pre-start condition surveys.

The *Contractor* shall undertake the condition surveys in the presence of the *Client*.

The *Contractor* shall give at least 5 working days' notice to the *Client* prior to any condition survey being undertaken

## **S 204 Noise and Vibration**

The *Client* has agreed that no vibration baseline survey or on-going monitoring is required.

It is understood that noise is inevitable with the *works*. The *Contractor* shall identify activities that require task monitoring and record the levels of noise to ensure those stated in the *Clients* Minimum Technical Requirements are not surpassed.

## **S 205 Deliveries**

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

## **S 206 Working Hours**

The *Contractor* working hours are noted in the *Client's* Minimum Technical Requirements.

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

If night working is required, the *Contractor* shall seek acceptance from the *Project Manager*. If the *Contractor* requires night working, they must appoint an ecologist to

assess the impact to ensure it doesn't have a negative effect on the environment, unless agreed otherwise with the *Project Manager*.

## **S 207 Parking**

The *Contractor* shall provide parking for the *works* within the *boundaries of the site*.

## **S 208 Use of Cranes**

The use of cranes to Provide the Works is acceptable; however, the *Contractor* shall ensure all access constraints are considered when facilitating craned lifts. In addition, the space within the Site is limited and shall be considered before any lifts take place.

Should items outside those that are Plant and Materials cause an obstruction when lifting, the *Contractor* shall provide the *Client* with a minimum of two weeks' notice to facilitate their removal.

## **S 209 Use (or non-use) of explosives**

Explosives are not to be used on site.

## **S 211 Storage of Plant and Materials**

All materials are carefully and properly stored in accordance with the suppliers' or manufacturers' instructions and directions. All storage areas shall be agreed with the *Client* in advance of the *works*.

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

All Plant and Material storage area shall be removed before Completion and any disturbance made good and returned to the original condition outline in the pre-start condition survey.

The *Contractor* shall maintain a detailed record of all materials received on the Site and in his stores and *working areas*.

## **S 212 Pollution, Ecological and Environmental Impacts**

The *Contractor* shall adhere to the Environmental Action Plan provided by the *Client* throughout the duration of the *works*.

The *Contractor* shall co-operate with the *Client* on the management and production of the Environmental Action Plan.

The *Client* shall produce and maintain the Environmental Action Plan.

Nesting birds have been present within the structure and *working areas* previously. The *Contractor* shall engage with a specialist to review the structure and method of work and propose the mitigation to prevent nesting birds within the *working areas*. The *Contractor* shall present the mitigation to the *Client* for acceptance before any mitigation is put in place. The *Project Manager* shall issue an instruction to proceed with the proposed mitigation should the *Client* accept the mitigation.

The *Contractor* shall ensure that correct control measures are in place to prevent accidental release of any pollution into the River Trent.

Residents are adjacent to the working area at gate 5, the *Contractor* shall ensure that light pollution is kept to a minimum whilst undertaking the works.

## **S 213 River Level Information**

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

Gauging station live data: <https://flood-warning-information.service.gov.uk/station/2102>

Flow archive data: <https://nrfa.ceh.ac.uk/data/station/info/28009>

The safe operation of the gates is paramount so if the forecast for the river level or flow is expected to rise the *Client* will confirm to the *Project Manager* the need to remove all equipment and material from inside the isolated gate, including all personal from the sluice gate structure. The *Contractor* is not required to remove any pumping equipment or temporary work structures. Should this occur, it will be managed via the means within the contract and an instruction will be issued with the correct means of action.

## **S 214 Site Cleanliness and Branding**

The *Contractor* shall keep the working area, Site offices, Site compound and parking areas tidy and promptly removes rubbish, waste, and surplus materials. Materials, Plant and Equipment are positioned, stored, and stacked in a safe and orderly manner, as not to obstruct the day-to-day operation of the sluice gates. All storage areas shall be agreed in advance with the *Client*.

All site branding external to the site office within the *Client* compound, shall be agreed in advance with the *Client*.

## **S 215 Confidentiality**

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

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

## **S 216 Traffic Management**

The *Contractor* shall produce and enact a traffic management plan for the *works* that is accepted by the *Client* prior to commencement on site.

## **S 217 Cleanliness of the Roads**

The *Contractor* shall ensure that delivering the *works* does not have an impact on Colwick Park Country Road

## **S 218 Asbestos.**

Should during the *works* material be located that is suspected of containing asbestos the work affected shall stop. The *Project Manager* shall provide an instruction to the *Contractor* to complete an asbestos survey on any materials which may result in the disturbance of asbestos, including the concrete, before any of the *works* are carried out.

Any inspection, testing, removal (inc Specialist contractors), remedial works or changes to work methodology to minimise/avoid contact shall be subject to a *Project Managers* instruction.

## **S 219 Interfaces with *Client* Operations**

The sluice gates have two functions, to maintain the river level upstream through Nottingham to allow navigation, and to fully open to allow water to pass and reduce flood risk to Nottingham during high flows. The *Contractor* shall not impact either function of the sluice gates during the *works*. If the *Contractor* impacts the operation of the sluice gates for any reason, accidental or otherwise, the *Contractor* shall immediately notify the *Project Manager* and the *Client*.

Throughout the *works* the functions of the sluice gates must be maintained by the operation of two gates set to automatic, two gates closed manually, and one gate permanently locked off (gate being worked on). The two gates that are manually



closed shall have the capacity to be returned to service within four hours of being requested to by the *Client*.

To Provide the Works the gate shall be dry docked. The *Contractor* shall only commence works to dry dock a gate between the dates of 31<sup>st</sup> March and October 31<sup>st</sup> due to the river conditions outside of this period.

## **S 220 Utilities**

Utilities that pass through the *Client* operational site, including power (HV/LV statutory), water supply (non-statutory) and BT communications (statutory) shall be maintained throughout the *works* by the *Contractor*.

If any utilities require isolating (e.g., during switching to a diversion) the *Contractor* shall seek approval from the *Project Manager* at least one month prior to the temporary disruption.

The *Contractor* shall notify the *Project Manager* in advance of any diversion or removal of apparatus, which the *Contractor* requires for his own convenience or because of his proposed methods of working. The *Contractor* shall procure, manage (including obtaining any necessary permissions, notices, licences, or consents), and undertake any diversion or removal of apparatus, and comply with any requirements of the *Project Manager*.

## **S 221 Client Specified Policies and Procedures**

The *Contractor* shall adhere to the *Client* policies and procedures as set out in the *Client's* documents:

- SHEW COP June 2022. (Note Appendix 4 SHEW CoP June 2022 Dispensation)
- LIT 13133 – Code of Practice Electrical Safety (CoPES): Part2. (Appendix 5)
- LIT13219 MEICA General Specification
- Pre-Construction Management tool (Stop/Go form); and
- Minimum Technical Requirements version 12 issue date 30.12.2021

## **S 222 Consideration of Others**

The *Contractor* shall consider the needs of the Nottingham City Council staff operating and maintaining Colwick Country Park.

The *Contractor* shall consider the needs of the public using Colwick Country Park.

The *Contractor* is supportive of events run in the park such as the Detonate Festival and the weekly Park Run.

Prevention of public access to the *works* is to be always maintained and managed by the *Contractor*.

### **S 223 Protection of the *works***

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

### **S 224 Security and Protection on the Site**

The *Contractor* shall protect the Site, the *works*, Plant and Materials, and any existing structures affected by the *works* from damage and theft.

The *Contractor* shall be responsible for the security of the Working Areas, Site offices, Site compound and any other facilities deemed necessary by the *Contractor*.

### **S 225 Protection of existing structure and services**

The *Contractor* shall protect the existing Holme Sluice compound, structures, plant, and services.

The *Contractor* shall take reasonable measures to avoid damage to existing roads, structures, plant, and services caused by his operations. Should any damage to the existing services, structure or plant be discovered, the *Contractor* shall immediately notify the *Client* and *Project Manager*. The *Contractor* is responsible for any damage to existing roads, structures, plant and services and other works caused by its operations.

The *Contractor* shall protect the third-party assets that are currently within the *working area*, which are HV and LV cables (owned by National Grid), BT Telecommunication cables, and a private water supply (owned by the Fish Pass Project). The *Contractor* shall comply with all specific requirements from these third parties when Providing the Works.

### **S 226 Third Party Complaints and Claims**

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

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

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

## **S 227 Project Site Accommodation**

The project site accommodation will be cited within the same welfare area as the fish pass project. The project site accommodation will be available up to the Completion Date of the project. Should further works be instructed extending the Completion Date, the *Project Manager* will issue an instruction extending the use of the welfare area if agreed with the *Client*, or detail in the instruction the change to the site accommodation. The project site accommodation area can be found in drawing C0017-20118-1-1-XXXX-XX-XXX-DR-P-50001 P01-A1 XXXX

The *Contractor*, *Project Manager* and *Supervisor* shall share Site accommodation, offices, and facilities. The *Contractor* shall provide accommodation and services as described in the Minimum Technical Requirements.

The *Client* shall be responsible for ensuring all landowners where site accommodation is cited have been issued with the required Notice of Entry.

The *Contractor* shall provide accommodation ready for use from 1 week prior to the start of the *works*, unless otherwise agreed with the *Project Manager*. The *Contractor* shall maintain agreements relating to the accommodation and services until the date instructed by the *Project Manager*. Accommodation and services shall be removed by the *Contractor* two weeks after completion of the *works* unless otherwise agreed with the *Project Manager*.

## **S 228 River Level**

The *works* are undertaken within a live river and water levels can fluctuate significantly. To ensure the health, safety and wellbeing of all individuals undertaking the *works* within the dry dock a safe level taken against the downstream stop logs will be utilised in order to stop works safely. Should this water level be reached the *Project Manager* will issue an instruction to stop works until the water level is deemed safe.

Once the *Contractor* has dry docked a gate a level will be determined based on the top level of the downstream stop logs. Once this level has been agreed the *Project Manager* will issue an instruction to include the level within the Scope.

The water level for *works* on gate 5 is **TBC**mAOD.

## **S 300 Contractor's design**

### **S 301 Design responsibility**

Following completion of any survey undertaken by the *Contractor*, elements that need remedial works may require a design to be completed by the *Contractor*. Should any permanent design work be required this will be instruction by the *Project Manager* once agreed with the *Client*.

The *Contractor* shall be responsible for the permanent design of the new lighting system, as detailed in S102 Section 2.

### **S 302    Design submission procedures**

The *Contractor* shall submit all designs to the *Client* for acceptance prior to proceeding to construction.

The *Contractor* shall allow a three-week review period for the *Client* unless later changed in accordance with this contract.

The *Client* may seek advice from different departments and provide these as collated comments to the *Contractor*.

When the *Client* has accepted the design by the *Contractor*, the *Project Manager* shall issue an instruction for the *Contractor* to proceed.

### **S 303    Design approval from Others**

The *Client* shall manage the design review made by Others; this will be undertaken within the three-week review period allowed for design review.

### **S 304    Client's requirements**

Currently there are no *Client* requirements, should any permanent design work be instructed the *Project Manager* will include *Client* requirements within the instruction.

### **S 305    Design co-ordination**

The *Client* shall appoint a Principal Designer under the CDM regulations, and the *Contractor* shall coordinate all design activity with the Principal Designer prior to submitting to the *Client* for acceptance.

The *Contractor* shall undertake the design in consultation with the *Client* and Principal Designer.

The *Contractor* shall ensure coordination between subcontractors that it may appoint.

#### **S 306 Requirements of Others**

There is no requirement from Others for items stated within the Scope

#### **S 307 Copyright/licence**

No change to that stated within the clause 22.1.

#### **S 308 Access to information following Completion**

The *Contractor* shall provide information to the *Client* in accordance with the *Client's* BIM standards and project Information Delivery Plan, see Appendix 1.

The *Contractor* shall retain any project design information they have produced for a period of 12 years.

The *Contractor* shall provide all design information, assumptions and maintenance requirements for the Health and Safety File.

#### **S 309 Site investigations**

There is no requirement under this Scope for the *Contractor* to undertake any intrusive geotechnical site investigation works, should any be needed, this will be instructed by the *Project Manager*.

## **S 400 Completion**

### **S 401 Completion definition**

The following are absolute requirement for Completion to be certified, notwithstanding clause 11.2(2) of the contract, without these items the *Client* is unable to use the *works*:

- Provide all information to the Principal Designer that is required to enable the Health and Safety File to be produced. The Principal Designer will issue the template of the Health and Safety File to the *Contractor* for them to ensure the correct documents are issued.
- One hard copy of all Operating and Maintenance Manuals and one electronic version.
- One hard copy of all As Built information and one electronic version
- Population of the *Client's* latest version of the Project Cost and Carbon Tool (PCCT), or its successor
- Transfer to the *Client* databases of all required BIM data

### **S 402 Sectional Completion definition**

Option X5, X5.1 Work to be done for each Sectional Completion.

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

- Transfer to the *Client* databases of all required BIM data associated with the Sectional Completion *works*
- All required Tests and Inspections undertaken and confirmed passed by the *Client*

### **S 403 Training**

Currently no training will be required on the elements included within the Scope, should instructed *works* require training this will be stated by the *Project Manager*.

### **S 404 Final Clean**

The *Contractor* shall clean the completed *works* and removes all equipment not required for incorporation into the permanent *works* including but not limited to, temporary structures and access, materials, Site accommodation, construction debris, signage, protection, plant, machinery, and tools.

#### **S 405     Security**

The *Contractor* shall liaise with the *Client* to remove locks, access restrictions, password protection etc. and replace with the security arrangements to be agreed with the *Client* up until the Completion Date.

#### **S 406     Correcting Defects**

Access for the correction of any Defect after Completion shall be arranged by the *Client*. The *Contractor* shall give a minimum of two weeks' notice to gain access to the Site should defect correction be post Completion.

#### **S 407     Pre-Completion arrangements**

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

#### **S 408     Take over**

None

## **S 500 Programme**

### **S 501 Programme requirements**

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

The programme shall include the following but is not limited to:

- a. Contractor design programme and submission dates (for all permanent and temporary works designs as required).
- b. Any planned utility diversions including any time utilities may be temporarily interrupted during any *works*
- c. Procurement of any specialist materials.
- d. Testing of any plant and equipment.
- e. Training time of *Client* staff as required
- f. Requirements of the *Client* for any gate operations required to deliver the Scope

The *Contractor* shall account for the following when planning and programming the works:

- g. The *Contractor* shall allow in the programme for undertaking any core samples and the required reports to be issued.
- h. Obtaining all permanent and temporary works consents as required.
- i. Obtaining all temporary works designs if required, over and above free issued designs by the *Client*
- j. The *Contractor* does not start work without written permission of the *Project Manager*.
- k. Adequate time for the gate and buoyancy chamber inspection and associated report, including a two-week period for review by the *Client* to agree any remedial works
- l. Reasonable time for approval from Nottingham City Council for any Site Welfare areas outside of the *Client* Compound
- m. Issue of the *Clients* Pre Construction Management tool form approved by the Principal Designer with Go. The *Contractor* will be required to provide information as outlined on the form to begin the *works*.

The programme shall be supplied in pdf and Microsoft Project format in accordance with the *Client's* BIM standards.

### **S 502 Programme arrangement**

Not used



### **S 503 Methodology statement**

The expected issue date of all method statements shall be provided to the *Project Manager* and *Supervisor*. All method statements are issued at least two weeks prior to their use on site for comment and acceptance by the *Client* and Principal Designer. The *Contractor* shall be responsible for distributing the Method Statements to the *Client*, *Project Manager* and Principal Designer.

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

The order and timing of the work of the *Client* and Others shall be identified by the *Contractor* and included in the programme. Refer as necessary to sections WI 901 and WI 902.

### **S 505 Information required**

The *Contractor* shall include in the programme any information deemed required to enable the *works* to be carried out, who it is to be provided by, and the date by which it is to be provided.

### **S 506 Revised programme**

The *Contractor* shall submit 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.

The *Contractor* shall provide a monthly update on the progress against the accepted programme. The monthly update shall be provided on or before the end of the 7<sup>th</sup> day of each month to assist the *Client* with their reporting.

## **S 507 Monthly reports**

In managing the *works* the *Contractor* shall

- Contribute monthly to the updates to the project risk register.
- Produce monthly financial updates and forecasts meeting the *Client's* project reporting timetable together with a progress report. Monthly financial updates and forecasts to meet EA deadlines provided by no later than the end of the 7<sup>th</sup> day of each month, or otherwise agreed at the project start up meeting.
- Deliver a monthly progress report to the *Project Manager* in a format agreed with the *Project Manager*, covering all aspects as outlined within the Minimum Technical Requirements
- Cost Forecast to Completion to be uploaded on FastDraft monthly
- Attend project board meetings as required.
- Capture lessons learnt relevant to scheme delivery for the *Client*.

## **S 508 Sectional Completion**

Sectional completion date related to completion of gate 5 works has been added to the contract, in order to trigger the defects period for sections. This shall enable the defects period to commence for gate 5 if further works, which shall be unrelated to the *works* on gate 5, are instructed as a compensation event.

## **S 600      Quality management**

### **S 601 Samples**

Should the *Contractor* identify any sampling that is required the *Contractor* shall allow 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 *Contractor* shall produce a Quality Plan, which includes the Quality Statement, detailing how the *Contractor* shall ensure compliance to the Scope and all referenced documents within.

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

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

The *Contractor* shall describe the Quality Management System 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* shall self-certified by the *Contractor*.

### **S 604 BIM requirements**

The *Contractor* shall assign a member of their project team as their BIM Information Manager for the project.

The *Contractor* shall follow the *Client's* BIM standards and Employer's Information Requirements.

## **S 700 Tests and inspections**

### **S 701 Tests and inspections**

Testing and inspection of Materials and *works* is undertaken by the *Contractor* in accordance with the Scope, specifications, and the *Client's* Minimum Technical Requirements.

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 provide all required documentation for the test at least 48 hours before the test.

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

The *Contractor* shall produce a test and inspection plan and provide this to the *Project Manager* for review at least four weeks post *start date*.

The *Contractor* shall produce a test report showing the test undertaken and the result and provide this to the *Project Manager* at least 2 weeks post completion of the test.

The following list are expected tests that shall be carried out by the *Contractor*; however, the list is not exhaustive. Should the *Contractor* identify additional tests or inspections they shall notify the *Project Manager*.

- NDT testing of all completed welds and any lifting points installed on the gates
- In-situ measurements of wheel rails to define wear
- Pressure testing of buoyancy chambers
- Paint thickness testing after application

### **S 702 Management of tests and inspections**

The *Contractor* shall be responsible for the testing and inspection of the *works*.

### **S 703 Covering up completed work**

The *Contractor* shall cover the completed *works* as soon as a satisfactory test has been completed and witnessed as per S701.

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

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

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

## **S 800 Management of the works**

### **S 801 Project team – Others**

The *Client* shall be responsible for all internal and external stakeholder management and will supply a list of all project team members to the *Contractor* upon request.

### **S 802 Communications**

The Scope of the *works* is discussed at a pre-start meeting arranged by the *Project Manager*.

Monthly progress meetings are held on site and chaired by the *Project Manager* who provides an agenda and minutes the meeting. Meetings shall be attended by the *Contractor's* project manager, site agent, and QS as a minimum. Facilities for the progress meeting are to be provided by the *Contractor*.

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 Asite common data environment, which the *Client* provides access to.

### **S 803 Licenses and Permits**

The *Client* has confirmed that the following permits are not required:

- Flood Risk Activity Permit
- Water Transfer License

The justification has been given as the following “The reasoning behind why a permit is not required for the proposed activities is because with the dewatering using the stop logs this is a function of the structure and would have previously been assessed in terms of flood risk therefore a permit isn’t required again.

In terms of the over pumping the water which is being pumped back into the River Trent is the water which has come from there as there is no extra water being added to the main river just water being returned to where it has come from so doesn’t increase flood risk”

## **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, Holme Sluice Compound, which shall remain operational throughout the *works*. The *Contractor* shall ensure that when Providing the Works the maintenance of the asset is not compromised.

The *Client* undertakes the following activities at the site and will continue to do so throughout the *works*, the *Contractor* shall not interfere with the *Client*'s ability to undertake these activities:

1. Operate the Holme Sluice gates;
2. Telemetry monitoring of River Trent Water levels;
3. Undertake asset inspections on the Holme Sluice gates;
4. Undertake maintenance on the Holme Sluice gates;
  - a. Debris clearance;
  - b. M&E inspections;
  - c. Test operations; and
  - d. Use of the office/meeting facilities within the compound.

The *Contractor* shall develop a methodology that allows the *Client* to operate the sluice gates as normal throughout the *works*. The methodology is to be submitted to the *Project Manager* for acceptance.

The *Contractor* shall prepare an emergency plan for the *works* taking into consideration the *Client* emergency plan for the site. The *Contractor* shall submit the emergency plan to the *Client* for review prior to possession of the site.

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

The interfaces with *Client* operations are set out in section **S 219** of this Scope.

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

The *Contractor* shall co-operate with Nottingham City Council, who own, operate and maintain Colwick Country Park.

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

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

The *Contractor* shall co-operate with the *Client* to ensure value for money is achieved.

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

The *Contractor's* project manager shall be responsible for communication with the *Client*, *Project Manager* and *Supervisor*.

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

The *Contractor* shall notify the *Project Manager* and *Client* as soon as practicable of any requests for meetings with third parties relating to the *works* so that they have the option to attend or send a representative.

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

The *Contractor* shall be responsible for the enquiry, management, procurement and provision of notices and payment, including undertaking the diversion works on Statutory Undertaker and private supplies.

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

Not used – *Client* shall 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* shall provide items listed in the *Client's* Minimum Technical Requirements.

The *Contractor* shall provide specialist equipment or PPE for the *Client*, *Project Manager* and *Supervisor* for specialist works, for example confined space equipment/dry suit, as required by the *Contractors* method statement to allow them to undertake inspection of the *works*.

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

The *Client* shall provide information on their use and operation at Holme Sluice compound during the construction programme.

The *Client* shall provide access keys etc. to allow the *Contractor* to take possession of the Site.

The *Client* shall provide the temporary works that support the gate to allow for the *works* to be undertaken.

The *Client* shall provide the temporary works design for the scaffolding that allows access to all areas of the gate to allow the *works* to be undertaken.

The *Client* shall provide the tarpaulin sheets to dry dock the gate.

The *Client* shall provide the gate seals required for the *works* on gate 5.

The *Client* shall provide the 'trimming weights' should additional weights be needed after the *works* on gate 5.

The *Client* shall allow the use of their upstream and downstream stop log installation systems on site to install the stop logs in order to dry dock the gate.

The *Client* shall provide Notices of Entry to allow possession of any site owned and operated by Nottingham City Council. The *Contractor* shall confirm their requirement for land access and provides the accompanying marked up drawings at least four weeks prior to the access being required.

## **S 1100 Health and safety**

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

The *Contractor* shall comply with the latest version of the *Client's* ( ) 'Safety, Health, Environment & Well Being Code of Practice'.

### **S 1102 Method statements**

The *Contractor* shall agree with the *Client* and Principal Designer the activities which constitute 'significant activities', and therefore require a formal set of RAMS to be submitted for review by the *Client* and Principal Designer.

All risk assessments and method statements (RAMS) shall be issued at least two weeks prior to their use on site for comment and acceptance by the *Client* and Principal Designer. The *Contractor* shall be responsible for distributing the RAMS to the *Client*, *Project Manager* and Principal Designer.

The *Contractor* shall update and addresses the comments on the RAMS and resubmit the updated document for before starting the activity. Should the *Contractor* choose not to update the RAMS with the comments, the *Contractor* shall communicate their decision.

### **S 1103 Legal requirements**

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

The CDM Principal Designer is Julia Rogers,

Jacobs  
1 City Walk  
Leeds  
LS11 9DX  
julia.rodgers@jacobs.com  
T: 01905 361289 M: 07545.622588

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

### **S 1104 Inspections**

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

## **S 1105    Emergency Plans and Access**

The *Contractor* shall produce an emergency plan for the project and incorporates the *Client's* emergency procedures for the Holme Sluice site into it.

The *Contractor* shall allow emergency medical services access to the Site at all times throughout the duration of the *works*.

## **S 1200 Subcontracting**

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

There are no restrictions on the requirements for subcontracting

### **S 1202 Acceptance procedures**

The acceptance procedure is as defined within the NEC contract.

**S 1300 Title**

**S 1301 Marking**

No specific requirements

**S 1302 Materials from Excavation and demolition**

The *Client* does not wish to salvage any materials from any of the *works*.

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

Not used.

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

### **S 1501 Additional Records**

In addition to Clause 52.2 the *Contractor* shall keep the following additional records:

- Timesheets and site allocation sheets,
- Procurement reports
- Photographs of the *works* to be taken throughout the *works* as a means of records. All photographs to be provided to the *Client* via the CDE and stored in separate folders labelled with each month and year.

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

**S 1600 Parent Company Guarantee (Option X4)**

As per the framework



## **S 1700 *Client's* work specifications and drawings**

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

- HOLO-01-05 URS Revision A02 dated 30.11.22

### **S 1702 Drawings**

- 332510659-STN-SK-0002 Rev P01
- 332510659-STN-SK-0003 Rev P01
- 332510659-STN-SK-0004 Rev P01
- 332510659-STN-SK-0005 Rev C1
- 332510659-STN-SK-0006 Rev C1
- 332510659-STN-SK-0007 Rev C1

### **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 and Carbon Tool	Cost pre Completion
	300_10 SHE handbook for managing capital projects	Throughout
	300_10_SD27 SHE Code of Practice June 2022	Throughout

## **Appendix 1 BIM Protocol – Information Production and Delivery Table**

The live MIDP can be found within Asite at the following link

[https://adoddleak.asite.com/adoddle/contract?action\\_id=1](https://adoddleak.asite.com/adoddle/contract?action_id=1)

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

**You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by suppliers.**

**Appendix 2 Temporary Works Calculations\_Designs**

**Appendix 3 Non- contact gate position monitoring**

**Appendix 4 SHEW CoP June 2022 Dispensation**

**Appendix 5 LIT 13133 – Code of Practice Electrical Safety (CoPES): Part2**

**Appendix 6 Gate 1 Repairs**

**Appendix 7 [REDACTED] Civil Structure Assessment**