

**ENGINEERING AND CONSTRUCTION CONTRACT under Marine and Coastal Framework
CONTRACT DATA PART ONE**

Project Name Strand Quay Access ECC

Project Number ENV0002758C

This contract is made on 13 July 2022
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of June 2019 between the *Client* and the *Contractor* in relation to the Marine and Coastal Framework. The following Clauses and Schedules of the Agreement are incorporated into this contract by reference
- Schedules 1- 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
35307 - Strand Quay Access - ECC Scope R1.5

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 A

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes In the law

X7: Liquidated 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 Applies

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

Z: *Additional conditions of contract*

The works are

Full replacement of the ladders, fenders and mooring rings on the west side of Strand Quay and a small section of those on the east side.

The *Client* is
Name

Environment Agency

Address for communications

Horizon House, Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The *Project Manager* is

Address for communications

Arcadis Consulting (UK) Ltd
80 Fenchurch Street
London
EC3M 4BY

Address for electronic communications

The *Supervisor* is

Address for communications

JBA Consulting
35 Perrymount Road
Haywards Heath
West Sussex
RH16 3BW

Address for electronic communications



The Scope is in
35307 - Strand Quay Access - ECC Scope R1.5

The Site Information is in
Strand Quay NEC4 ECC Site Information List P02.pdf

The boundaries of the site are
S1102 Strand Quay EA ownership plan

The language of the contract is
English

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

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register

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

2 The Contractor's main responsibilities

The key dates and conditions to be met are

conditions to be met key date

'none set' 'none set'

'none set' 'none set'

'none set' 'none set'

The Contractor prepares forecasts of the total expenses at intervals no longer than 4 weeks

3 Time

The starting date is 13 July 2022

The access dates are
part of the Site date
Asite 13 July 2022
Fastdraft 13 July 2022
Sharepoint 13 July 2022

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

The completion date for the whole of the works is 27 January 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 A safety issue for the public is 24 Hours
▪ The defect correction period for is

5 Payment

The currency of the contract is £ sterling

The assessment interval is Monthly

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

6 Compensation events

The place where weather is to be recorded is

Rye (50.9492, 0.7389)

The weather measurements to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

1. N/A
2. N/A
3. N/A
4. N/A
5. N/A

The weather measurements are supplied by

The Met Office

The weather data are the records of past weather measurements for each calendar month

which were recorded at N/A
and which are available from N/A

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

Jan	N/A	Jul	N/A
Feb	N/A	Aug	N/A
Mar	N/A	Sept	N/A
Apr	N/A	Oct	N/A
May	N/A	Nov	N/A
June	N/A	Dec	N/A

These are additional compensation events

1. The result of the Contractor's condition assessment of the existing steel sheet piles identifies that the thickness is inadequate and impacts on the Completion of the works
2. 'not used'
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

£15,000,000

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 <i>tribunal</i> is	litigation in the courts
The <i>Senior Representatives</i> of the <i>Client</i> are Name (1)	[REDACTED]
Address for communications	Environment Agency Horizon House, Deanery Road Bristol BS1 5AH
Address for electronic communications	[REDACTED]
Name (2)	[REDACTED]
Address for communications	Environment Agency Defra Group Commercial c/o Environment Agency Kingfisher House, Goldhay Way Peterborough Cambridgeshire PE2 5ZR
Address for electronic communications	[REDACTED]
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> 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 he relies 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

Delete the Schedule of Cost Components and Short Schedule of Cost Components replace with the Schedule of Cost Components as detailed in the Framework Schedule 9.

Z 6 Payment for Work Done to Date

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*."

Z10 Payments to subcontractors, sub consultants and suppliers

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 bullet to clause 11.2 (26) Disallowed costs

- was incurred due to a breach of safety requirements, or due 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 and insert the following:

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.

Z24 Acceptance of nourishment works

Delete existing clause 35.1 and replace with:

"The *Client* takes over a part of the nourished beach when the Supervisor issues an acceptance certificate. Any change in the accepted beach profile due to natural causes following the issue of the acceptance certificate is not a Defect."

Z25 Weather risk

Clause 60.1 (13) is deleted.

Z26 Breakdown of dredgers and other marine equipment

Breakdowns of dredgers and other marine equipment are not compensation events.

Breakdowns of dredgers and other marine equipment are included in Defined Cost as follows:

- First 24 hours at Idle Rate.
- Second 24 hours at half of Idle Rate.
- After 48 hours there is no charge for the dredger or other marine equipment.
- After 48 hours fixed site establishment costs and the *Contractor's* *Project Manager's* time costs only are included.
- If the dredger or other marine equipment immediately leaves the site for repair following the breakdown, then there is no charge for the offsite period.

Z27 Fisheries Liaison Officer

The responsibility for the employment and management of the Fisheries Liaison Officer (FLO) shall lie with the Contractor. Agreement to third party compensation payments can only be made by the Environment Agency's Estates Department.

Z28 Fee

No Fee is to be added to the following items:

- Crown Estate Fee
- Material Licence Holder Fee
- Approval costs (e.g. fees for Planning Applications and FEPA licences)
- Taxes (including Aggregate Taxes)

Z29 Payment of annual pain and gain shares

The pain and gain share will be determined and paid on an annual basis following the sectional completion date and assessment of the final account for each section. The payment will be in line with the process as set out in the Deed of Agreement.

Z30 Change In Quantity of Material

The Client is not bound to undertake any or all of the sections xxx and may cancel one or more of these sections of the works. The Contractor is to keep the Project Manager informed of the forecast of any potential Defined Costs associated with the cancellation of any or all of these sections of Works. In the event of the using this clause, payment will only be able to be recovered on the basis of the Defined Cost which has been incurred and those cancellation costs which have been notified by the Contractor in his accepted forecast. The Client will advise the Contractor of whether a section is to be removed at the Price Setting Meeting of calendar year of that particular campaign. If the quantity of beach material fall below 200,000m3 or above 500,000m3 for a campaign, the Project Manager will reassess the rate for that years target.

Z31 Changes to fuel prices and exchange rate

A change in Price due to change in fuel price and exchange rates will be those printed in the Financial Times on the starting date.

Z32 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%.

Z32.1 Defined terms

- 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.
- 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.
- 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.

Z32.2 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.

Z32.3 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.

Z32.4 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 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 £284.73 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

£5,000,000.00

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 year(s)

OPTION X18: Limitation of liability

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

£5,000,000.00

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

£5,000,000.00

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

£5,000,000.00

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

£10,000,000.00

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

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

Van Oord UK

Address for communications

Bankside House, Henfield Road
Small Dole
West Sussex
BN5 9XQ

Address for electronic communications

[Redacted]

The fee percentage is

Option A [Redacted]

The working areas are

Site, Van Oord UK offices, Mackley offices, Mackley yard, supplier premises (in the case of fabricated materials being stored), MCF Lydd compound, Environment Agency Scots Float Depot

The key persons are

Name (1)

[Redacted]
Contract Manager
Contract delivery, QHSE performance
BEng Civil Engineering, SMSTS, SEAT, CSCS
15+ years civil engineering experience

Name (2)

[Redacted]
Project Manager
Contract delivery, project planning, QHSE planning
NCC4 Site Manager, HNC Civil Engineering, SMSTS, SEAT, CSCS
15+ years civil engineering experience

Name (3)

[Redacted]
Site Manager
Site supervision, QHSE site standards, SMSTS, SEAT, CSCS
BEng Civil Engineering
4+ years civil engineering experience

Name (4)

[Redacted]
Temporary Works Designer
Temporary works designs and wall stability calculations
BEng Civil Engineering, CITB Appointed Person Lifting Operations, Temporary Works Co-ordinator
25+ years civil engineering experience

The following matters will be included in the Early Warning Register

Thickness of the piles less than required by specifications to weld on fenders and ladders
Mooring of vessels next to quay side during working. This is the responsibility of the client.
Location of reinforcement in capping beam, requiring the adaptation of ladders and fender attachments.
FRAP application approval longer than programmed 8 weeks.
Silt accumulation effecting installation as per design.

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in
Strand Quay Access - ECC Scope R1.5

3 Time

The programme identified in the Contract Data is
Strand Quay Programme T22.026 v4

5 Payment

The activity schedule is
Strand Quay Updated activity schedule (Breakdown) Rev 3
The tendered total of the Prices is
£796,527.11

Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name (1) [Redacted]
Address for communications
Van Oord UK
Bankside House, Henfield Road
Small Dole
West Sussex
BN5 9XQ

Address for electronic communications

[Redacted]

Name (2)
Address for communications

Address for electronic communications

X10: Information Modelling

The information execution plan identified in the Contract Data is
As per X10 clause in contract.

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[REDACTED]

[REDACTED]

19 July 2022

Project Executive (FSoD approval)

Signature

Date

Role

Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of

Van Oord UK Ltd.

[REDACTED]

15 July 2022

Managing Director

Date

Role

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- S 200** General constraints on how the *Contractor* provides the *works*
- S 300** *Contractor's* design
- S 400** Completion
- S 500** Programme
- S 600** Quality management
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- S 800** Management of the *works*
- S 900** Working with the *Client* and Others
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- 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)
- S 1700** *Client's* work specifications and drawings

Appendix 1 BIM Protocol – Production and Delivery Table

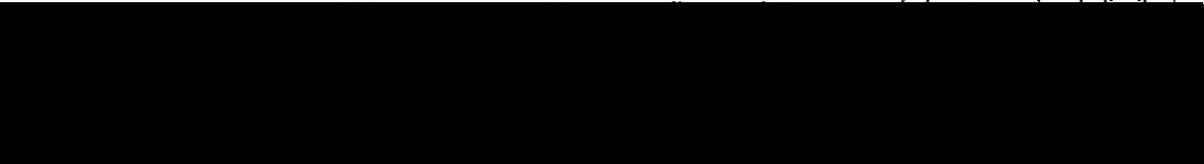
Appendix 2 BIM Protocol – Employers Information requirements

Description of the works

S 101 Description of the works

Strand Quay Overview

Strand Quay is approximately 240m in length with moorings to both sides of the River Brede and it can accommodate visiting crafts of up to 15m long. These moorings are comprised of steel-piled walls with timber fendering and access ladders fixed every 15 metres on both sides, and a slipway at the end of the east quay.



The *Contractor* shall improve the safety of the harbour by addressing the following issues:

- full replacement of the ladders, fenders and mooring rings on the west side of the quay and a small section of those on the east side.



Figure 1 Location Map



Figure 2 Strand Quay at low tide



Figure 3 View of west side of the quay

New ladders (15no), fenders (74no) and mooring rings (44no) are required to fully replace the existing ones on the west side. A section (1no ladder, 6no fenders and 4no mooring rings) on the east side of the quay also needs to be replaced. The location of the *works* is shown on drawing number ENV0002758C-JBA-00-00-DR-C-1001. Of all ladders on site, only the ones mentioned here are to be replaced.

The drawings describing the *works* are listed in Section S1702. The *Contractor* shall undertake the *works* as described in the drawings and in accordance with the specifications listed in Section S1701 of this Scope.

S 102 Purpose of the Works/ Outcome required

The project's objectives are to:

- Provide safe access/egress for boat users
- Improve the safety of boats mooring at the quay
- Improve the Rye Harbour navigation assets

The *works* comprise but are not limited to:

- Obtaining necessary permits and consents as outlined in Section S201 of the Scope.
- Site set up including provision of welfare facilities as set out in Clause 1.2 of the Supplementary Specification.
- Design and provision of any temporary works the *Contractor* requires to construct the *works* including assessing the stability of the existing walls for the Equipment proposed to deliver the *works*.
- Undertaking pre-*works* surveys and investigations to construct the *works*.
- The removal and safe disposal of existing ladders.
- The removal and safe disposal of existing fenders.
- The removal and safe disposal of existing mooring rings.
- The installation of new ladders, fenders and mooring rings in new positions.
- Concrete repairs to the existing capping beams on both sides of the quay.

S 100 General constraints on how the *Contractor* provides the *works*

S 201 General constraints

The *Contractor* shall carry out the *works* in accordance with the Minimum Technical Requirements.

Where the Minimum Technical Requirements refers to the "Contract Administrator" or "Engineer", this is interpreted as meaning the "*Project Manager*" and/or the "*Supervisor*" as the context demands. If the *Contractor* is in any doubt as to whether a matter should be raised with *Project Manager* or *Supervisor*, he shall ask the *Project Manager* to decide the issue.

References in the Minimum Technical Requirements to "submission for approval" or to "approval" shall be read as "submission for acceptance" or "acceptance" respectively.

Where the Minimum Technical Requirements refer to Plant or Equipment, the following definitions are to apply:

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

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

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

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

In addition, the following constraints apply to the works:

Permits and Consents

The *Contractor* shall submit an application for a Flood Risk Activity Permit (FRAP) (draft included in Site Information) and shall not undertake any *works* until the permit has been received from the Environment Agency. The *Contractor* shall comply with all conditions and requirements contained within the permit. A Marine Management Organisation (MMO) licence is not required.

Dredging works will be undertaken by the *Client* ahead of the *works* to the level indicated on the Contract Drawings. The level detailed on the drawings will not be as shown until the dredging has been completed. The dredging will be completed by w/c 27th June 2022.

The new ladders and fenders cannot be installed until the site has been dredged to the specified levels, however the existing ones can be removed. Further dredging works are not anticipated to be undertaken by the *Contractor* to facilitate the execution of the *works* however, if required, they will be subject to the *Contractor* obtaining a dredging license and would need to be instructed.

Working Areas

The site extent is shown on drawing ENV0002758C-JBA-00-00-DR-C-1001.

The site is an operational harbour predominantly serving leisure craft with occasional use by fishing vessels. The *Contractor* shall ensure that the *works* are programmed such that moorings for boat users can be used on one bank at all times. The *Contractor* shall ensure that boats are

able to access the available moorings for 2 hours on either side of the high tide and that a clear navigable width of 10 m is provided at all times.

The *Contractor* shall liaise with the Harbour Master and give a minimum of 2 weeks' notice for the removal of any boats within the Working Area.

Should the *Contractor* require any additional working, compound or laydown areas to those shown on the drawing the *Contractor* shall liaise with the *Client*. The *Contractor* shall inform the *Client* 4 weeks prior to the requirement for access to allow the *Client* to serve Notice of Entry.

The site compound and Working Areas shall be clearly delineated and kept to the minimum size possible. They shall be kept tidy with materials stored only in designated storage and stockpile locations. Waste shall be stored in designated areas only.

The *Contractor* shall divert all paths running through the site onto the roadside paths with appropriate signage and barriers. There are no Public Rights of Way through the site that will require consent to divert.

Flood Risk

The *Contractor* shall ensure that all non-fixed plant and materials can be removed from the quay side of the raised flood defences on receipt of a flood warning from the flood warning service or direct from the Harbour Master (warnings will be provided 5 days in advance).

The *Contractor* shall liaise with the Harbour Master on receipt of a flood or weather warning to discuss the operation of the Tillingham Sluice and ensure that they are aware of any potential operation of the sluice which could cause unexpected rapid changes of flow or water level.

Environmental Constraints

The *Contractor* shall include within their method statements how they will mitigate the environmental impacts of their proposed *works*.

The *Contractor* shall not disturb the mud or silt on the riverbed, either by localised digging, dredging or any other means to install the temporary or permanent *works* without the express permission in writing of the *Client*. The *Client* shall undertake dredging to the level indicated on the drawings in advance of the contract.

The *Contractor* shall undertake any heritage assessments or consultation required to obtain any permits and consents should the *Contractor* change their methodology or propose changes to the original Scope.

The *Contractor* shall work with the *Client* to fulfil all other requirements of the Environmental Action Plan (please refer to Site Information pack).

Site Boundary

The *Contractor* shall restrict their activities, including compounds, parking, laydown and working areas to areas within the Environment Agency's landownership or leased area boundary as shown on drawing ENV0002758C-JBA-00-00-DR-C-1001 and in the Site Information pack document SI 102. The *Contractor* shall provide access to the Working Areas for the Harbour Master and the Environment Agency's operatives in case of an incident.

Working times

Working hours are as per the Minimum Technical Requirements unless agreed with written permission by the *Project Manager*.

Liaison with third parties

The *Client* will be responsible for liaison with all statutory consultees. The *Contractor* shall provide information and support as requested by the *Project Manager*.

Immediately before the start of the *works*, the *Contractor* shall communicate the likely impact of the work to the *Client* and the affected third parties including those adjacent to, overlooking, or on an access route to the Site. Prior to any information being relayed related to this requirement, the *Contractor* shall discuss with the *Client* and their engagement officers to determine the most effective communication channel. The minimum information required from the *Contractor* shall include the following: -

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

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

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

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* is responsible for the security of the Site and of vehicles and pedestrians entering and leaving the Site.

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

The *Contractor* shall ensure that the Working Areas are secure to prevent any access by the public. For the *Contractor's* compound, fencing is to be provided with gated access. The level of security required for the compound is to be assessed by the *Contractor*.

S 204 Security and identification of people

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

S 205 Protection of existing structures and services

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

If necessary, the *Contractor* shall undertake trial holes in the vicinity of any services to confirm their exact location. The *Contractor* must avoid damaging any services.

The *Contractor* shall be responsible for maintaining the existing services within the site and shall allow for the relocation of any services to allow satisfactory completion of the *works*. All existing services, including water, electricity, telephone, drains and other services are to be maintained without interruption during the *works*.

The *Contractor* shall comply fully with the requirements of the relevant statutory authority when working in the vicinity of their apparatus, both for the permanent and temporary works, including all access off the public highway.

S 206 Protection of the works

Refer to the Minimum Technical Requirements.

S 207 Cleanliness of the roads

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

S 208 Traffic Management

Refer to the Safety, Health, Environment and Wellbeing (SHEW) Code of Practice LIT 16559.

The *Contractor* arranges all the necessary permissions and licences for any temporary highway, road or footpath closures or diversions and any other temporary closures or diversions that become necessary for providing the *works* including access for major items of Equipment. The *Contractor* arranges and manages any required highway safety audits.

S 209 Condition survey

The *Contractor* will undertake pre-start condition surveys of any existing structures, roads or paths which may be affected by the works. In addition to pre-start condition surveys, the *Contractor* undertakes similar post-completion condition surveys when the works are complete, and on dates agreed with the *Supervisor*.

As per the design drawings and prior to starting *works*:

- the *Contractor's* attention is drawn to the requirement for a pre-construction survey with reference to section K as per drawing ENV0002758C-JBA-00-00-DR-C-1005.
- the *Contractor's* attention is drawn to the requirement to undertake a pre-construction survey to establish that a minimum 7mm thickness of existing steel sheet pile is present at fixing positions as per the note on drawing ENV0002758C-JBA-00-00-DR-C-1002.
- Regarding the mooring rings position, the *Contractor* is to verify on site for potential clashes with the sheet pile or reinforcement and to agree the repositioning with the *Project Manager* if necessary.

S 2010 Consideration of Others

The *Contractor* shall work with the *Client's* Engagement Officer on all matters relating to external communication.

Access to the commercial properties in the vicinity of the *works* must be maintained at all times unless otherwise agreed.

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

All public relations activities shall be co-ordinated by the *Client* with the *Contractor's* support.

The *Contractor* notifies the *Client* of all press or media enquiries and refers them to the *Client's* Public Relations Co-ordinator.

S 2011 Control of site personnel

Not used.

S 2012 Site cleanliness

The *Contractor* shall maintain the Site in a clean, safe and tidy condition, clear of debris.

S 2013 Waste materials

The *Contractor* shall liaise with the *Client* regarding the removed timber fenders and ladders as there is an opportunity to re-use these materials to support biodiversity enhancement within the area.

The existing steel brackets are to be cut off and ground down to a maximum projection of 25mm from the face of the sheet pile or capping beam (whichever the bracket is attached to). The *Contractor* shall ensure that any rivet or bolt holes in the sheet piles are suitably treated with cappings or covers to prevent corrosion. The proposed method for bracket removal shall be agreed in advance with the *Client* and will be completed to the satisfaction of the *Client*.

The existing mooring rings are to be removed by cutting and grinding their anchors flush to the top of the existing reinforced concrete capping beam such that they do not present a tripping hazard.

S 2014 Deleterious and hazardous materials

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

S 2015 Carbon Reduction and Optimisation

The *Contractor* shall complete the Environment Agency's carbon calculator tool based on the detailed design and present this to the *Client* as a baseline. The carbon optimisation report and final carbon report shall highlight any changes in carbon emissions from the start to the end of the construction stage.

The *Contractor* shall evaluate opportunities to reduce wherever practical the carbon dioxide and other greenhouse gas emissions from the construction and future maintenance of the works. This shall include evaluating options for using lower carbon materials, such as Cemfree cement, and reusing or increasing the recycled content of any steel products such as sheet piles and reinforcing bars. The *Contractor* shall evaluate the use of alternative lower carbon materials to substitute for steel and concrete.

The *Contractor* shall evaluate lower carbon alternative construction methods.

The *Contractor* shall evaluate the carbon emissions from materials supply chains and sources of manufacture.

Fuels - The *Contractor* shall use the lowest practical carbon footprint fuels for all shipping, vessels, plant, vans, cars or other Equipment that uses internal combustion engines. The use of biofuels shall be mandatory in shipping and large site construction plant, unless they are powered by hydrogen or electricity.

S 200 Contractor's design

S 301 Design responsibility

The *Contractor* (or their supplier or Subcontractor) shall design all parts of the temporary works, including any Site Investigation required to complete the design of any temporary works.

S 302 Design submission procedures

Not used.

S 303 Design approval from Others

Not used.

S 304 Client's requirements

Refer to the Minimum Technical Requirements.

S 305 Design co-ordination

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

- Principal Designer appointed by the *Client*.

S 306 Requirements of Others

The *Contractor* shall prepare and submit all consents, licences and approvals as stated in Section S 201, required for the *works* on behalf of the *Client*.

The following consultation period shall be incorporated and agreed with the *Project Manager*.

- *Client* review time of all outputs (minimum two-week period).
- Statutory consultation.

S 307 Copyright/licence

The *Client* may use and copy the *Contractor's* design for any purposes connected with construction use, alteration or demolition of the *works* unless stated otherwise in the Scope and for other purposes as stated in the Scope.

S 308 Access to information following Completion

It is not envisaged that there will be any specific requirements over and above the standard requirements for access to information once the Defects Certificate is issued including the timescale for the retention of any information after Completion. The *Contractor* sends the *Client* any information not previously communicated on issue of the Defects Certificate. The *Client* communicates receipt of this information.

S 309 Site investigations

Not used.

S 300 Completion

S 401 Completion definition

The following shall be provided by the *Contractor* and are absolute requirements for Completion to be certified:

- 1 electronic copy of Health and Safety File
- 1 electronic copy of Operating and Maintenance Manuals
- 1 electronic copy of As Built drawings
- Population of the *Client's* latest version of the Project Cost Tool, or its successor
- Transfer to the *Client* databases of BIM data
- Delivery of the Carbon Calculator and Final Carbon Report
- Completed Construction Phase Plan

A completion certificate shall be issued only upon receipt of confirmation from the Principal Designer until all information required for the Health & Safety File has been received, unless otherwise agreed by the *Project Manager*.

S 402 Sectional Completion definition

Not used

S 403 Training

Not used

S 404 Final Clean

All debris, unused materials and temporary works are to be cleared and dismantled from site to allow the site to return to its natural state.

S 405 Security

There will be no security requirements once the scheme is handed over to the *Client*. Following final inspection of the *works*, the scheme will be handed over to the *Client*.

S 406 Correcting Defects

As per the Contract.

S 407 Pre-Completion arrangements

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

S 408 Take over

As per the Contract.

S 400 Programme

S 501 Programme requirements

As per Clause 31.2 of the NEC4 Engineering Construction Contract.

S 502 Programme arrangement

The programme shall be in electronic copy (pdf) and in a Microsoft Project version that can be reviewed by the *Project Manager* and the *Client*. A clear critical path shall be shown. Activities to be undertaken by the *Client* shall be clearly identified on the programme.

S 503 Methodology statement

Not used.

S 504 Work of the *Client* and Others

The order and timing of the work of the *Client* and Others is to be included in the programme. This includes the dredging works at Strand Quay which is planned to be completed by w/c 27th June 2022.

S 505 Information required

The *Contractor* includes as a minimum the following information as separate activities in the programme in addition to that stated in the NEC4 ECC Clause 31.2:

- Critical Path shown in red;
- Date when Notice of Entry details to be submitted to the *Project Manager* for action;
- Requirements / restrictions of third parties;
- All environmental restrictions resulting from legislation or consents required for the *works*;
- Determination timescales for all consents and licenses required for the *works*;
- Cash flow forecast and project outturn cost profile to *Project Manager* and *Client's* acceptance;
- Acceptance periods and schedules of items as stated in the Scope;
- Project handover elements, health & safety file documentation;
- Significant temporary works;
- Contractor's shutdown periods e.g. Easter, Statutory Holidays, etc.

S 506 Revised programme

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

S 500 Quality management

S 601 Samples

Any additional requirements to those in the Minimum Technical Requirements will be requested by the *Supervisor* and instructed by the *Project Manager*.

S 602 Quality Statement

None in addition to those detailed in Minimum Technical Requirements.

S 603 Quality management system

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

The *Contractor* describes the Quality Management System that they intend to operate for the implementation of this scheme in a site specific Quality Plan, which is submitted to the *Project Manager* for acceptance, prior to commencement on the Site.

Supplier Performance Measures

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

S 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager.

S 600 Tests and inspections

S 701 Tests and inspections

Test and inspections of works to be as per Supplementary Specification to CESWI and MTR, document reference ENV0002758C-JBA-XX-XX-RP-Z-0003. Refer to Section S 1701.

S 702 Management of tests and inspections

As per Supplementary Specification to CESWI and MTR. Refer to Section S 1701.

S 703 Covering up completed work

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

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

As per specification documents see S 1700.

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

Not used.

S 700 Management of the works

S 801 Project team – Others

The *Project Manager* is responsible for managing the contract on behalf of the *Client*.

The *Supervisor's* duty is to ensure that the *Contractor* provides the *works* in accordance with the contract documents – in particular, the Scope (the specifications and drawings).

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

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

The *Contractor* shall also be responsible for the following activities:

- Updating the FBC stage Carbon Calculator and Site Waste Management Plan
- Producing and maintaining a Project Issues Log
- Producing and maintaining a Project Lessons Learnt Log
- Providing technical support to the *Client* Project Manager
- Updating the risk register
- Compiling the Health and Safety File and producing the Construction Phase Plan

S 802 Communications

Progress Meetings

The *Contractor* shall attend fortnightly Progress Meetings which will be chaired by the *Project Manager* who also produces the Agenda. The minutes are to be prepared by the *Project Manager*.

For the Progress Meeting, the *Contractor* shall produce a progress report detailing works progress since the last meeting, health and safety checks and incidents, progress against programme, public relations/interaction, planned works, commercial situation, and any other issues.

The *Contractor* will also be required to attend the Project Board meetings arranged by the *Client's* Project Executive where asked.

SharePoint:

All files to be shared with other parties shall be transmitted and uploaded to the *Client's* SharePoint collaboration site. Ultimately the *Client* will ensure that all deliverables are transferred to Asite.

S 800 Working with the *Client* and Others

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

As per Clause 25.1 and 60.1 (5), the *Contractor* will be responsible for the Working Areas and is required to co-operate with the *Client* and Others in sharing the Working Areas as requested by the *Project Manager*.

The *Contractor* shall provide every assistance to the *Project Manager* and *Supervisor* in carrying out their duties.

S 902 Co-operation

The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with providing the *works*. Throughout the *works*, the *Contractor* in conjunction with the *Client* shall regularly keep all affected stakeholders up to date on progress with the *works*. This shall include, but not be limited to, the landowners, local residents and other affected stakeholders.

S 903 Co-ordination

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

S 904 Authorities and utilities providers

The *Contractor* shall identify, programme and coordinate *works* to be carried out by authorities and utility providers within the working area.

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

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

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

S 900 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*

As per the Minimum Technical Requirements Section 1.2, unless otherwise agreed with the *Project Manager*.

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

- The *Client* issues statutory Notices of Entry for all private land within the Site at least 7 days before the possession dates and arrange the access for the *Contractor*.
- Compound and laydown areas in carparks adjacent to Strand Quay as shown on drawing ENV0002758C-JBA-00-00-DR-C-1001.
- Dredging of the quay to -0.5mAOD.
- The Harbour Master can arrange for the relocation of vessels if necessary. A minimum notice of 2 weeks is required.

S 1000 Health and safety

S 1101 Health and safety requirements

The *Contractor* shall comply with all current Health and Safety Legislation. Temporary works designs produced must be in compliance with the *Client* Minimum Technical Requirements.

Procedures and policies as outlined in the Environment Agency 'Safety, Health, Environment, and Wellbeing (SHEW)' code of practice. Constructing a better environment' document shall be applied throughout the Contract. The *Contractor* shall familiarise itself with this document.

The *Contractor* shall provide first aid facilities, materials and personnel trained in first aid, for the benefit of their own people, those of their Subcontractors and the site staff of the *Project Manager, Supervisor* and *Client*.

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

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

The *Contractor* shall report any health and safety incidents on site using the procedure outlines in "[Environment Agency Operational Instruction 300 10 SD20: Reporting incidents at Contractors' sites](#)".

The *Contractor* shall provide a written report within 21 days of the incident, unless otherwise agreed with the *Project Manager*.

S 1102 Method statements

All work shall be carried out using techniques to eliminate any risk of structural damage to the existing environment and to minimise potential complaints about noise and vibration. The *Contractor* is responsible for all temporary works design and shall make allowance in their programme for this and for any statutory approvals as necessary.

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

The *Contractor* shall programme the timely issue of method statements 2 weeks in advance of the relevant section of work and include the dates in the programme when all method statements are to be submitted. The *Contractor* shall allow the period for reply for review of method statement prior to work commencing. The *Contractor* undertakes the *works* in accordance with the reviewed method statement. Review of any method statement does not relieve the *Contractor* of its contractual and health and safety responsibilities.

S 1103 Legal requirements

The Construction (Design and Management) Regulations, 2015, apply. The Principal Designer is:

Contact:

[REDACTED]

Binnies UK Limited

[REDACTED]

[REDACTED]

The *Contractor* shall copy to the *Project Manager* all their correspondence with the Principal Designer.

S 1104 Inspections

The *Supervisor* will undertake regular checks on the *Contractor's* health and safety procedures including record of site inductions, toolbox talks, confined space procedures, certifications and PPE.

S 1100 Subcontracting

S 1201 Restrictions or requirements for subcontracting

None.

S 1202 Acceptance procedures

As per clauses 26.1, 26.2 and 26.3.

S 1200 Title

S 1301 Marking

As per Clause Section 7.

S 1302 Materials from Excavation and demolition

The *Contractor* shall liaise with the *Client* regarding the removed timber fenders and ladders as there is an opportunity to re-use these materials to support biodiversity enhancement within the area. If storage space is available, the existing timber fenders are required to be delivered to the *Client's* Scot's Float Depot on Military Road, Rye. All removed timber structures will therefore remain the title of the *Client*, unless otherwise instructed by the *Project Manager*.

S 1300 Acceptance or procurement procedure (Options C and E)

Not applicable to this Contract.

S 1400 Accounts and records (Options C and E)

Not applicable to this Contract.

S 1501 Additional Records

Not applicable to this Contract.

S 1500 Parent Company Guarantee (Option X4)

Not used.

S 1600 Client's work specifications and drawings

S 1701 Client's work specification

Ref	Report Name	Date or Rev	Where used
LIT 13258	Environment Agency Minimum Technical Requirements	30/12/2021	Throughout project lifecycle
CESWI	Civil Engineering Specification for the Water Industry	7 th Edition	Throughout project lifecycle
ENV0002758C-JBA-XX-XX-RP-Z-0003	Supplementary Specification to CESWI and MTR	P03 November 2021	Construction planning
ENV0002758C-JBA-XX-XX-RP-Z-0007	Environmental Action Plan	P02 November 2021	Construction planning

S 1702 Drawings

Drawing Number	Rev	Title
ENV0002758C-JBA-00-00-DR-C-1001	C01	Site Plan & Location Plan
ENV0002758C-JBA-00-00-DR-C-1002	C01	Ladder Fixings & Details -Sheet 1 of 2
ENV0002758C-JBA-00-00-DR-C-1003	C01	Ladder Fixings & Details -Sheet 2 of 2
ENV0002758C-JBA-00-00-DR-C-1004	C01	Fender & Mooring Rings Details Option A – Sheet 1 of 2
ENV0002758C-JBA-00-00-DR-C-1005	C01	Fender Details Option A – Sheet 2 of 2
ENV0002758C-JBA-00-00-DR-C-1011	C01	Area A – Plan 1 of 5
ENV0002758C-JBA-00-00-DR-C-1012	C02	Area B – Plan 2 of 5
ENV0002758C-JBA-00-00-DR-C-1013	C02	Area C – Plan 3 of 5
ENV0002758C-JBA-00-00-DR-C-1014	C02	Area D – Plan 4 of 5
ENV0002758C-JBA-00-00-DR-C-1015	C01	Area E – Plan 5 of 5
ENV0002758C-JBA-00-00-DR-C-1016	C01	Typical Bay

S 1703 Standards the Contractor will comply with

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

Ref	Report Name	Date or Rev	Where used
	Project Cost Tool		Cost reporting
	Sustainability Measures Form		Throughout project lifecycle
LIT 16559	Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (COP); Environment Agency	May 2018	Throughout project lifecycle
LIT 14604	Internal Carbon Calculator	V 5.8	Throughout project lifecycle