

NEC4 Contract Tool

This tool is used to create standard Contract Documents using pre-determined parameters

When started you will see the following tabs

Start-up

1. Supplier Guidance
2. Data Part 2 (input)
3. Cover Sheet
4. Data Part 1
5. CD for X
6. Data Part 2
7. Contract Execution

PART 1

1. Data Part 2 (input)

There are multiple sections to complete

You can only fill in sections in yellow;



If you want to change any section in the yellow boxes, just overwrite the entries

If you press the 'Clear Data Part 2' button you will be prompted to confirm this action

Once you have completed all your sections save the document and return this to the Client

<div>Collect / Refresh Data</div> <div>Clear Data</div>		Guidance
Contract Name	LNA Recovery Sub-Package SP09-R (CDF Lot 2 Revenue)	Automatically drawn from your contract
Project Name	insert details	Manually enter
SOP Project Code	ENV6004452R	Automatically drawn from your contract (format ENVXXXXXXX)
Contract Option	Option C	Automatically drawn from your contract
Purchase Order Number	insert PO number when known	This can be entered after the contract is formed and uploaded. The CSO/BSO will do this
Contract number	insert contract number [provided by Bravo]	This number is obtained from Bravo, obtain from your DGC colleague
Geographic Area	Midlands	Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Delivery Hub / CDT	Lincolnshire and Northamptonshire (LNA)	Automatically drawn from the dropdown in the contract
FastDraft User(s)	insert names of people managing the contract	Manually enter
Client Service Manager		The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
Client FastDraft View		Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract
Consultant Manager	Not applicable	The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
Consultant Manager (email address)	Not applicable	Insert email address
Consultant FastDraft Application for Payment access	Not applicable	Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Consultant FastDraft View	Not applicable	Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract
ECC PM Manager		The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC PM FastDraft View	insert details	Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract
Supervisor	insert name	The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager		The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager (email address)		Insert email address
Contractor FastDraft Application for Payment access		Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Contractor FastDraft View		Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract
Framework	Collaborative Delivery Framework	Automatically drawn from the selected Framework in the contract
Lot Number	Lot 2	Click adjacent cell and Use Dropdown: Lot a / Lot 2
EA Project Manager		Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Supplier		Automatically drawn from the selected Supplier in the contract
Supplier Project Manager		This would normally be the same as the Contractor Manager above
Supplier Project Manager (email address)		Insert email address
Contract Value		ESSENTIAL FIELD: Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Stage of delivery	Construction	Click adjacent cell and Use Dropdown: (Pre SOC; SOC-OBC; OBC-FBC; Construction, Other)
Partner contract	LNA Recovery Sub-programme 09 (CDF Lot 1 Revenue)	Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Commencement date	31 August 2020	ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Completion date	16 November 2020	ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Are sectional completion dates used?	No	Automatically drawn from the contract if option X5 has been used
Are additional compensation events used?	Yes	Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used

The Contract must be submitted to your Porfolio Assurance and Support Commercial Services Manager before submission for upload by CSO/BSO.

Incomplete contracts will be returned for proper completion before upload.

1 General

The Contractor is

Name and address etc. of Contractor

--

Email address for communications

Enter email address

--

The fee percentage is

Insert the relevant framework tendered fee percentage

--

The working areas are

The key persons are

Experience

Name the key persons to be working on the contract

Name (2)

Job

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

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

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

2 The Contractor's main responsibilities

If the Contractor is to provide scope for its design

--

The Scope provided by the Contractor for its design is in

Insert details of where the Scope is identified

3 Time

--

The programme identified in the Contract Data is;

This is optional and is inserted if a programme is being initially provided

5 Payment

--

The activity schedule is

Only include and complete if activity schedule Options A or C

--

The Client set total of the Prices is

Resolving and avoiding disputes

The Senior Representatives of the Contractor are

--

Name (1)

address Line 1

address Line 2

address Line 3

address Line 4

address Line 5

address Line 6

Enter postal address

--

Email address for communications

Enter email address

--

Name (2)

address Line 1

address Line 2

address Line 3

address Line 5

address Line 6

Enter postal address

--

Email address for communications

Enter email address

X10: Information modelling;

The information execution plan identified in the Contract Data is;

--

If an information execution plan is to be identified in the Contract Data

X10 is always used

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

--

The project bank is

--

named suppliers



Framework:	Collaborative Delivery Framework
Supplier:	<div></div>
Company Number:	<div></div>
Geographical Area:	Midlands
Project Name:	LNA Recovery Sub-Package SP09-R (CDF Lot 2 Revenue)
Project Number:	ENV6004452R
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	30913

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project NameLNA Recovery Sub-Package SP09-R (CDF Lot 2 Revenue)

Project NumberENV6004452R

This contract is made on 05 October 2020
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
Sub-Programme 09- Recovery Works. Revenue Sub Prog P9 ENV6004452R. Scope dated June 2020, V1. Waddingham Beck Slip.
Sub-Programme SP09-R - Revenue Activity Schedule Lot 2.

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
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X15: *Contractor's* design
- X18 Limitation of Liability
- X20: Key Performance Indicators
- Y(UK)1: Project Bank Account
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *works* are

Definition of the problem / site investigation for one (1) revenue-funded projects within LNA Sub-programme P9. Waddingham Beck Slip.

The *Client* isEnvironment Agency

Address for communications

[Redacted]

Address for electronic communications

[Redacted]

The *Project Manager* is

[Redacted]

Address for communications

Environment Agency

[Redacted]

Address for electronic communications [REDACTED]

The *Supervisor* is

Address for communications

Address for electronic communications

The Scope is in
FY2020-21 - Asset Repair Works Sub Programme 09 – Recovery Works. Sub-Prog P9 ENV6004452R v1.0 dated June 2020, Phase 1 - Definition of the problem / site investigation, as it relates to one (1) revenue-funded projects to be delivered through CDF.

The Site Information is in
the individual scheme Compensation Events

The *boundaries of the site* are
as detailed in the individual scheme Compensation Events

The *partner contract* is
LNA Recovery Sub-programme 09 (CDF Lot 1 Revenue)

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 <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	31 August 2020
-----------------------------	----------------

The <i>access dates</i> are	
part of the Site	date
Client IT systems	31 August 2020
Sites	31 August 2020

The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks
--	---------

The <i>Completion Date</i> for the whole of the <i>works</i> is	16 November 2020
---	------------------

The *Client* is willing to take over the *works* before the Completion Date

The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is	4 weeks
--	---------

4 Quality management

The period after the Contract Date within which the <i>Contractor</i> 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 the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is

The interest rate is 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

	share range	Contractor's share percentage
less than		
greater than		as set out in Schedule 17 as set out in Schedule 17

6 Compensation events

The place where weather is to be recorded is Normanby Hall

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 Normanby Hall
and which are available from Met Office

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

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

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time until 31st October 2020
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

[REDACTED]

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

not less than the amount required by law

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

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are [REDACTED]

Address for communications Environment Agency
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

Name

Address for communications

Address for electronic communications

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications ['to be confirmed'](#)

The *Adjudicator nominating body* is The Institution of Civil Engineers

Z Clauses

Z1 Correctness of Site Information and other documents

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

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

Z 2B: Water levels: Contractor's risk

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

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:
"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor*. Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *Contractor*."

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

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 Aggregated Contractor's share

Delete existing clauses 54 and 93.4 and replace with:

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

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

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

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

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

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

- the total of

- o the Defined Cost which the *Contractor* has paid and

- o which it is committed to pay for work done before termination

and

- the total of

- o the Defined Cost which the *Contractor* has paid and

- o which it is committed to pay

- in the *partner contract* before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

- the total of

- the lump sum price for each activity which has been completed and

- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

and

- the total of

- the lump sum price for each activity which has been completed and

- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

- in the *partner contract* before the date the termination certificate is issued under this contract.

Add:

11.2(37) The Aggregated Total of the Prices is sum of

- the total of the Prices and

- the total of the Prices in the partner contract

11.2(38) The Aggregated Price for Work Done to Date is the sum of

- the Price for Work Done to Date and/

- the Price for Service Provided to Date in the *partner contract*.

Z10 Payments to subcontractors, sub consultants and

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

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

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

Z16 Disallowed Costs

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

- was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.

- was incurred as a result of the client issuing a Yellow or Red Card to prepare a Performance Improvement Plan.

- was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

Z18 Payment of pain/gainshare and programme incentivisation

Delete existing clause 54.3 and replace with:

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

Delete existing clause 54.4 and replace with:

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

Insert the following new clause 54.5:

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

Insert the following new clause 54.6:

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

Z19 Linked contracts

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

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.
Delete existing clause 51.2:
51.2 Each certified payment is made by the later of

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

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

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following
Insurance certificates are to be submitted to the *Client* on an annual basis.

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only Delay damages for Completion of the whole of the *works* are [REDACTED] per day

OPTION X10: Information modelling

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

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

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is 6 year(s)

OPTION X15: The *Contractor's* design

The *period for retention* following Completion of the whole of the *works* or earlier termination is 6 years

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

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is 6 years

OPTION X18: Limitation of liability

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

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

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

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

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

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

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

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

Y(UK)1:Project Bank Account

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

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

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

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

term *beneficiary*

term *beneficiary*

The provisions of
Y(UK)1

Part Two - Data provided by the Contractor

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

1 General

The Contractor is

Name [Redacted]

Address for communications [Redacted]
[Redacted]
[Redacted]

Address for electronic communications [Redacted]

The fee percentage is

Option C

[Redacted]

The working areas are

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)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

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

2 The Contractor's main responsibilities

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5 Payment

The *activity schedule* is

[REDACTED]

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
TBA

named suppliers are
TBA

Contract Execution

Client execution

Signed under hand by



Signature

for and on behalf of the Environment Agency

Project Team Manager

Role

Contractor execution

Consultant execution

Signed under hand by



Signature

for and on behalf of



Company Secretary

Role

Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	FY2020-21 – Asset Repair Works
Project 1B1S reference	Sub Programme 09 – Recovery Works ENVRECOV19 - Cap Sub-Prog P9 ENV0002884C
Contract reference	
Date	June 2020
Version number	1.0
Author	

Revision history

Revision date	Summary of changes	Version number
	First issue	

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

Document	Document Title	Version No	Issue date
412_13_SD01	LIT_13258 Minimum Technical Requirements	V2	18/03/2020

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
S 1200	Subcontracting
S 1300	Title
S 1400	Acceptance or procurement procedure (Options C and E)
S 1500	Accounts and records (Options C and E)
S 1600	Parent Company Guarantee (Option X4)
S 1700	<i>Client's</i> work specifications and drawings

Appendix 1 BIM Protocol – Production and Delivery Table

Appendix 2 BIM Protocol – Employers Information requirements

S 100 Description of the works

Objective

The objective of the service is to work with others (Integrated Delivery Team (IDT)) to restore the flood risk assets back to their pre 2019 winter flood standards and conditions as prescribed by individual site scope (or SID) documents approved by the Client's team. Work must (wherever possible) be delivered by the Government-set winter deadline of 31 October 2020 without hurting people, damaging properties and the environment and it must comply with all the necessary legal requirements (for example EPR2018 regulations).

Outcome Specification

The *Contractor* shall deliver the service under the following 3 phases

- Phase 1 – Definition of the problem / site investigation
- Phase 2 – Design and target setting
- Phase 3 – Construction

Phase 1 - Definition of the problem / site investigation

The *Contractor* will work with the *Client* and *Consultant* to provide full technical support to determine the most appropriate solution for the sites listed within the "2020_LNA Sub-programmes" spreadsheet for the sub-programme detailed within the Project / contract information table at the front of this scope. See Appendix 3 for List of Projects

The *Contractor* will support the *Consultant* in assessment of the Environment Agency's assets and provide an acceptable "do minimum" solution to restore them to their required standard (anticipated to be EA standard Grade 3 unless otherwise stated).

The *Contractor* will support the *Consultant* in completion of the following Specific Project Requirements

- Participate in site visit(s) with other key members of the IDT and the Client's staff (only if this has not already been completed by others).
- Undertake necessary surveys and capture all relevant data within the SID Document.
- Provide necessary input into the SID documents produced by [REDACTED] to allow the document to ideally be produced within 2 weeks of the site visit.
- Provide an initial assessment with options for the rehabilitation of the asset
- Manage the production of the overall programme across all sub-programmes (tranches)

The *Contractor* will manage, plan and deliver all on site activities needed to capture site investigation information, these could include but not be limited to the list below. The requirement for these along with the resources and target value will be determined within the SID documentation:

- Topographic Surveys (anticipated to be captured by the *Consultant*)
- Widow sampling
- Boreholes

- Bathymetric Surveys
- Utility searches

Phase 2 – Design and target setting

The *Contractor* will obtain relevant site information where this information is not available from the *Client*. This information will be used to develop the design in relation to the following 3 categories:

- **Limited Design:** based upon sites where little to no design is needed to fix the problem (implement the solution agreed by the *Client* within the SID), this option is to be used where there is a quick “off the shelf” solution. Under this option, whilst no analysis or site specific design is undertaken, the *Contractor* shall note the increased potential for change during construction, as local site conditions are better understood.
- **Standardised Design:** use of standardised profiles and details along with an agreed table of parameters that can be adapted quickly to implement a common approach across numerous sites. Implementation of the solution agreed by the *Client* within the SID. The Library of standardised design solutions will increase as more sites are developed across the IDT.
- **Detailed Design:** the problem defined within the SID requires a bespoke solution to fix the damage to bring the asset back to the correct standard.

Working with the *Client* and the *Consultant*, the *Contractor* will undertake the role of Early Supplier Engagement (ESE) contractor responsible for providing support and buildability advice ensuring that the design is acceptable to the *Client* and other associated approving bodies to enable works to commence. The design shall be acceptable to statutory and key stakeholders.

The design solutions must be buildable (demonstrated by a supporting buildability statement), not pose a risk to people or the environment (demonstrated by the designer’s risk assessment), represents value for money and be affordable to the *Client*, within the agreed budget. The *Contractor* shall liaise with the *Consultant* or IDT delivery partners to help support safe buildable affordable solutions.

The *Contractor* shall liaise with the *Consultant*, in developing design solutions that shall reduce carbon impacts and contribute to positive environmental outcomes wherever possible. The *Contractor* shall support the *Consultant*, who will demonstrate that mitigation has been considered, where this is affordable by the *Client* and within the agreed budget.

Phase 3 – Construction

The *Contractor* will ensure that the *Consultant* understands the information that is needed to deliver the correct solution quickly and efficiently without increased risk to people or the environment.

The *Contractor* shall plan, manage and deliver the *Works*.

The *Contractor* will capture, maintain, store and issue to the *Client* suitable records to ensure that progress is clearly understood and that any audit process can demonstrate quality, time and costs outcomes in accordance to the Environment Agency requirements, Framework and industry best practices.

The *Contractor* through individual site compensation events based upon the SID's preferred option shall deliver all or agreed elements only as set out within this scope to enable construction to occur.

S 101 Description of the works

The drawings describing the *works* are included within Client's instruction (PMI) for the site specific scope/SID/Compensation Event.

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

S 102 Purpose of the Works/ Outcome required

Provision of recovery and asset repair activities as directed by the *Client* on a reasonable and best endeavours basis. Provide People, Materials. Plant, Equipment and subcontractors for the recovery works in keeping with requirements of the framework deed of agreement.

The *Client's* overall objective is prevent risk of life, along with flooding and/or damage to our assets properties, businesses, infrastructure and land.

The *Contractor* will establish setting out positions with the *Client* / Supervisor before commencement of any construction works. The *Contractor* shall check the provision of any level reference points shown on information provided or will tie in levels to match the surrounding asset level. The *Contractor* shall inform the *Project Manager* when all setting out reference points have been agreed, checked and confirmed.

The objective of the works is to reduce the threat of "Risk to Life" and/or reinstate, fix or repair the damaged or broken asset back to its condition prior to the damage under the incident. The *Contractor* will provide the following:

- Senior Management resource
- A planner to support the interconnection between all work elements and projects within all the sub-programmes.
- People, Plant, Resources, Equipment
- ESE support to Designer and buildability statement provision

- Site welfare
- Risk Assessment
- Method Statements
- Resources to work with the *Client's* Cost and Carbon Estimator (CCE) to reach mutually acceptable Targets and Cost Estimates
- Programme
- Daily Summary reports of progress including photos and/or video (for some high risk sites)
- Delivery Plan
- Weekly summary reports
- Monthly progress reports
- Photographs and video footage of progression and key elements of work.
- Site Branding showing that the works are being undertaken on behalf of the Environment Agency. Environment Agency branding must be at least equal to the amount that the *Contractor* has on the site and be visible at the working site and not just the compound area.
- All PPE for visitors.

The *Contractor* shall complete the works / repair the asset / undertake asset refurbishment such that it provides value for money to the *Client*.

The *Contractor* shall maximise positive environmental outcomes and demonstrate mitigation has been considered.

The *Contractor* shall ensure that the final solution/options considered are compliant with all guidance and legislation and seek to minimise long-term asset/land management and maintenance costs

The *Contractor* shall support the *Client* in obtaining all approvals as required and support the overall management of the commission which will include the following:

- Adhering to the agreed programme and identifying resource responsible for quality assurance that is removed from the day to day running of the project.
- Applications for payment shall make it clear to which site the costs have been incurred on. This will inform the *Client* to book the costs to the correct asset reference.
- Agreement and management of change.

- Attend project review and design meetings with the *Client* and the *Consultant*. The *Contractor* shall help agree appropriate standards and any necessary deviations.
- Attend a project data meeting with the *Client* to agree the appropriate standards to be adopted. The *Contractor* should use this meeting as a basis of understanding the design philosophy that has been agreed with the *Consultant* for the *Works*.
- Attendance at weekly meetings (via MS Teams where face to face meetings are not practicable) and on-going management of project risk and programme reviews to achieve the scope. The programme must include post approval activities to construction start, in accordance with programme guidance.
- Monthly risk register review, update (including the *Contractor's* risk budget assessment) and implementation of resulting actions.
- Provide input to and actively maintain the project value register (efficiency register/CERT).
- Commencement/ Monthly progress/handover meeting attendance and management of *Contractor's* actions
- Monthly financial updates and forecasts to meet EA deadlines together with the production of checkpoint reports, end stage reports, exception reports (as required), end project report, daily log and other management products in accordance with PRINCE2.
- Attend project board and programme board meetings as required in the capacity of the *Contractor* as "Senior Supplier".
- *Contractor's* contracts manager or alternative agreed person to be responsible for delivery of services and products in line with accepted programme.
- Co-operate with the *Client* in the role of the BIM Information Manager
- Quarterly input into performance assessment/KPIs and management and implementation of associated actions arising.
- Handover package of project deliverables.
- *Contractor's* environmental lead to provide support to the delivery of the *Works* and be engaged during the development of design solutions. Exceptions are to be raised for inclusion within progress and risk reviews in monthly reports as necessary.
- The environmental lead is an integrated member of the project team and also attends progress meetings, risk workshops, project board and programme board meetings as necessary based upon the risk of the activities occurring or planned to be delivered.
- Review and update the lessons learnt log during monthly progress meetings and disseminate any key lessons learnt to the business.

- Review and update the issues log during monthly progress meetings and determine the appropriate action required to resolve.

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

S 201 General constraints

The *Contractor* shall use the MTR where required, however should any deviations be required, then they must be agreed with the *Client* prior to the deviation occurring.

The *Contractor* shall liaise directly with any landowner following the initial contract that must be made by the *Client's* estates team. The *Contractor* must ensure that the condition of any access roads, tracks, buildings etc are clearly recorded and photographed prior to gaining access to private land. Any concerning items are to be recorded and shared with the *Client*. The *Contractor* shall install mitigation measures to prevent any damaged or increased impacts to any landowner and their land or buildings.

The *Contractor* must not gain access to private land, without the owner's permission or until the Notice of Entry has been served on the landowners

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* shall be responsible for the security requirements for the Site and protection of the public.

S 204 Security and identification of people

The *Contractor* shall be responsible for the security vetting and identification of people working on or visiting the Site. The *Contractor* shall provide a list of staff who may need to gain access to the *Client's* asset and welfare facility during the works. The *Contractor* shall be responsible for cleaning and maintaining the *Client's* welfare facilities should they be used by the *Contractor* during the works.

S 205 Protection of existing structures and services

The *Contractor* shall be responsible for protection of existing structures, services, mains, trees and other plants. Requirements for maintenance of existing services. Procedures for working on existing structures and services.

Refer to the Site Information for the location of existing things to be protected or procedures for identifying them.

S 206 Protection of the works

The *Contractor* shall be responsible for any specific requirements for the protection of the works against damage.

S 207 Cleanliness of the roads

The *Contractor* shall be responsible the cleanliness of roads, tracks and private access points that are used by the *Contractor* is undertaking the works and keeping roads clean for use by general public.

S 208 Traffic Management

The *Contractor* shall be responsible for the provision and management of any traffic management measures, road closures and public highways closures. The cost of which should be incorporated into the compensation event for each project instructed.

S 209 Condition survey

The *Contractor* shall be responsible for any condition surveys, that is stated within the SID document, that need to be carried out by the *Contractor* and any associated reinstatement *works*. Surveys of surrounding buildings are advisable to ensure that our works have no impact on them. All survey information must be issued to the *Client* within 2 weeks of the survey being undertaken. The final survey report shall be stored in the BIM archive. (For example, it is advisable that the Black Sluice Pumping Station building itself be assessed.)

S 2010 Condition survey

The *Contractor* shall be responsible for the provision, management and keeping records of any condition surveys that need to be carried out to deliver the *works* including any associated reinstatement *works*. All information from the post and pre survey information should be issued to the *Client* and stored in the BIM archive.

S 2011 Consideration of Others

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

S 2012 Control of site personnel

See section 204 above.

S 2013 Site cleanliness

The *Contractor* shall be responsible for the provision and management of any Site and its welfare facilities. The standard of these should be of highest requirement to show that the site team feel valued in undertaking their duties.

S 2014 Waste materials

The *Contractor* shall reduce, reuse and recycle materials whenever possible and ensure that all waste is managed correctly. Removal of waste and restrictions on the disposal of waste material shall comply with legal requirements.

S 2015 Deleterious and hazardous materials

The *Client* is not aware currently of any restrictions on the use of deleterious and hazardous material on the Site, however the *Contractor* must carry out their own assessment and manage materials in accordance with the requirements.

S 300 Contractor's design

S 301 Design responsibility

Clause 21.1 shall be used when the *Client's* PMI requests that the *Contractor* shall be responsible for design of the permanent works.

S 302 Design submission procedures

Clause 21.2 and Clause 21.3 shall be used.

Clause 21.4, the contractor has to ensure that their design is supported by specification requirements, drawings and other relevant supporting documentation, for example buildability statements, risk assessment and method statements.

The *Contractor* shall allow the *Client* at least 2 weeks to agree any designs prior to implementation to allow for all the interested parties time to comment on the design.

S 303 Design approval from Others

Clause 27.1 Design checks and approval by Others must be anticipated. This requirement will be stated within the *Client's* PMI. This could include other departments within the EA that need to approve the design or our partners and other Risk Management Authorities.

The designs to be approved by the *Client* in consultation with either the Environment Agency's Mechanical and Electrical, Instrumentation, Control and Automation (MEICA) Team, Navigations Team or the FCRM Team for Engineering Assurance

S 304 Client's requirements

The *Client's* requirements for the parts of the *works* to be designed by the *Contractor* will include providing standards and guidance as requirement by the Environment Agency. Examples of this information are listed below:

- Specifications, including reference to relevant standards.
- Design standards and codes of practice.
- Size and/or space limitations.
- Loading and capacity requirements
- Operational performance requirements and design life.
- Planning drawings and planning consents.
- Energy consumption targets

- Environmental standards
- Sustainability requirements
- Design quality evaluation criteria
- *Client's* design reports
- *Client's* standard design guidance.
- Collection of permanent works design criteria for BIM archive
- Consideration of Carbon Tool outputs to inform design selection and methodology

S 305 Design co-ordination

For working on assets that do not belong to or operated by the Environment Agency, the *Contractor* shall co-ordinate with Others in preparing his design and any responsibility for the co-ordination of design by Others.

S 306 Requirements of Others

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

S 307 Copyright/licence

Clause 22.1 shall be used and any changes to this clause will be notified to the *Contractor* through the *Client's* PMI. The copyright/ licence of any *Contractor's* design shall be transferred to the *Client* where required to be used for future management and operation.

S 308 Access to information following Completion

All information in relation to providing the design, service and construction shall be stored within the *Client's* Common Data Environment (CDE) system prior to Completion. All information shall be stored in accordance with the timescales stated within Contract Data.

All relevant information required to operate and maintain the asset shall be transferred to the *Client*. The *Contractor* shall allow the *Client* to access information once the Defects Certificate is issued for a period of up to 6 years, including the timescale for the retention of any information after Completion.

S 309 Site investigations

The *Consultant* will scope works for the *Contractor* to complete to aid the design production. All SI / GI provision shall be clearly stated with the SID document and costs be included in the contract as a compensation event once specification known and can be valued.

1. The *Client* shall issue site information that is considered required for the works being undertaken. Where data is not able to be issued then see point 2 below.

2. The *Contractor* obtains soils information as necessary for the design of the *works*. The *Contractor* specifies, procures, manages and undertakes site investigations to inform the detailed design of the *works* and to manage their risk of unforeseen ground conditions during construction. The *Contractor* undertakes laboratory testing of samples, and longer term monitoring of site conditions as required. This supplements the information provided in the Site Information.
3. The *Contractor* provides the *Project Manager* with the final Factual Report of the investigation in digital format.
4. The *Contractor* reviews and analyses the data within the Factual Report and prepares an Interpretative Report to support their detailed design. The *Contractor* provides the *Project Manager* with the final Interpretative Report in digital format. The *Contractor* may request this element of the service to be completed by the *Consultant*.
5. The *Contractor* informs the *Project Manager* of the proposed works a minimum two weeks before the investigation is undertaken and complies with the Access to the Site conditions.

S 400 Completion

S 401 Completion definition

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

- The *Contractor* will work with the CDM Principal Designer to provide 1 hard copy of the Health and Safety File and one electronic version. The Contractor is responsible for provide all information that is requested by the CDM Principal Designer.
- 1 hard copy of Operating and Maintenance Manuals and one electronic version.
- The *Contractor* shall provide all necessary input to allow [REDACTED] Ltd or the *Consultant* to produce as-built drawings. 1 hard copy of As Built drawings and one electronic version.
- 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 Final Carbon Report

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

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 BIM data.
- Delivery of carbon considerations within sub-programme agreement (anticipated to be baseline from (5.28t of carbon / £10k of capital expenditure).
- Completion and Delivery of Carbon optimisation report at the required stage prior to completion.

S 403 Training

Training required for the *Client* or Others and associated timescales, will be included with the SID document, so that it can be valued prior to the works being undertaken .

S 404 Final Clean

Details of final clean, removal of temporary structures, materials, protection and tools, will be included with the SID document, so that it can be valued prior to the works being undertaken.

S 405 Security

Details of security arrangements and handover at Completion, will be included with the SID document, so that it can be valued prior to the works being undertaken.

S 406 Correcting Defects

Procedures for access for the correction of any Defects and process for liaison with the *Project Manager* and *Client*, will be included with the SID document, so that it can be valued prior to the works being undertaken.

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

Identify parts of the *works* that the *Client* requires to use prior to Completion without taking it over, will be included with the SID document, so that it can be valued prior to the works being undertaken. Details to include

- Location of parts of the *works* and
- Reasons for use.
- Details of *Contractor's* access provision during periods of use.

S 500 Programme

S 501 Programme requirements

The programme shall show the *Contractor's* planned activities to undertake the works in a timely manner. The programme will comply with the requirements of Clause 31.2 and includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP) or as stated within the PMI for specific site requirements.

The *Contractor* is to provide a competent person to manage the programme activities across all of the sub-programmes including those works that will be delivered by Others. These programmes will be provided within MS project programme. For these activities the anticipated breakdown will include the following activities / period (start and completion dates):

- Site Visit
- Defining the Problem
- Site investigations
- Design
- Approvals
- Construction
- Completion

S 502 Programme arrangement

The programme will highlight where other parties impact the delivery of the Scope.

Any specific arrangement of the programme, including any requirement for the programme to be produced in levels (summary levels to detail level), will be included with the SID document, so that it can be valued prior to the works being undertaken.

S 503 Methodology statement

Particular requirements for methodology statements, including any specific requirements for resource information, will be included with the SID document, so that it can be valued prior to the works being undertaken.

S 504 Work of the *Client* and Others

The order and timing of the work of the *Client* and Others to be included in the programme and information to be provided. Refer as necessary to sections WI 901 and WI 902.

S 505 Information required

A schedule of information to be provided, who it is to be provided by, and the date by which it is to be provided.

S 506 Revised programme

Any specific requirements for the submission of revised programmes, such as an explanation of changes.

S 600 Quality management

S 601 Samples

The *Contractor* shall notify the *Client* and of materials and samples that require to be taken and tested prior to undertaking the sample. The agreed procedures for submission and acceptance, shall be agreed with the *Client* and will be recorded within the *Client's* PMI.

S 602 Quality Statement

The *Contractor* shall work to provide the best quality workmanship within the difficult conditions that the site is likely to be under as a result of the incident.

The *Contractor* shall provide a quality statement along with all RAMS prior to the commencement of any operation to which the statement has been produced.

S 603 Quality management system

The *Contractor's* project management plan can be used as the quality management system to define any accreditations or legislative standards.

The *Client's* framework standard shall be adopted.

S 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager or the *Consultant* and will be confirmed as required through the *Client's* PMI. All information and deliverables are to be compliant with PAS 1192-6(2018) and named correctly to satisfy the *Client's* EIR and IDP.

The *Contractor* shall provide the *Client* will all information that is to be stored within the *Client's* CDE on completion, but is it requested that the *Contractor* uses the Sharepoint site during delivery to allow multiple users to access information.

S 700 Tests and inspections

S 701 Tests and inspections

The *Contractor* will need to make provision under clause 40.1, 40.2, 41.1 and 60.1 (16) for the following checklist for test and inspection details, when asked to do so through the *Client's* PMI.

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

S 702 Management of tests and inspections

This requirement will be set out within the *Client's* PMI.

S 703 Covering up completed work

The *Contractor* shall ensure that they have the relevant certificates and photographs prior to covering up of *works* which have been tested.

S 704 Supervisor's procedures for inspections and watching tests

None.

S 800 Management of the works

S 801 Project team – Others

- 1 The *Consultant* is [REDACTED] (or another under the FOF framework depending upon the sub-programme). The *Consultant* will be appointed using the NEC4 Professional Services Contract option C.
- 2 The *Contractor* is [REDACTED]. The *Contractor* will be appointed using the NEC4 Engineering and Construction Contract option C
- 3 The ECC Project Manager is TBC from the CSF framework (refer to governance structure for the programme to which the contract refers).
- 4 The ECC Supervisor is TBC from the CSF framework (refer to governance structure for the programme to which the contract refers).
- 5 Cost management will be provided by either the CCE (Carbon, Cost Estimator) or CSF nominated commercial person (TBC).
- 6 The CDM Principal Designer is to be agreed for each sub programme but will either be [REDACTED]
- 7 The Environmental Clerk of Works is TBC from the CSF framework (Refer to governance structure for the programme to which the contract refers)

S 802 Communications

The *Contractor* shall communicate with the *Client* as well as the *ECC Project Managers* as detailed below. In addition to reporting on progress of activities on the programme and description of risks, early Warnings and Compensation events the *Contractor* will include financial and carbon updates and forecasts to meet EA deadlines together with the production of checkpoint reports, end stage reports, exception reports (as required), end project report, daily log and other management products in accordance with PRINCE2.:

- Day to Day manager responsible for allocating resource, plant and equipment. This role shall have an out of normal hour working requirement including weekends (i.e. 24hours a day, 7 days per week) when called upon during key sites and/or time periods.
- Weekly progress reports of sites by sub-programme, including photos and videos.
- Meetings, attendees and meeting records,
- Reporting requirements (eg progress reports),
- Information requirements,
- Electronic systems and communications,
- Use of standard forms and templates,
- Terminology and abbreviations.

The *Contractor* will support the *Client* in producing summary information that the *Client* can share with Environment Agency Boards (for example the Area Delivery Programme Board) and issue to stakeholders to keep them informed of activities and works.

S 900 Working with the *Client* and Others

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

Clauses 25.1 and 60.1(5) Provide a list of activities to be undertaken, explaining the following.

- What is being done,
- Who is doing it,
- When it is being done, and for how long,
- Where is it being done,
- How the *Contractor* is to co-operate and share the Working Areas.

S 902 Co-operation

The *Contractor* is to obtain information from Others or to provide information to and work with Others, as agreed with the *Client*.

S 903 Co-ordination

The *Contractor* is to liaise with the *Client* and *Client's* Project Team Manager and Others for the co-ordination of *works* and access.

S 904 Authorities and utilities providers

Identify *works* to be carried out by the authorities and utilities providers. State the responsibility for enquiry, management, procurement and provision of notices and payment.

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

The *Contractor* is to liaise with the *Client* around the diversity and working with the Environment Agency, other parties and the public (likely the landowners).

The *Contractor* shall use the UN Sustainability Development Goals to support how they deal with Diversity including addressing the following on this contract:

- **Public:** how to effectively engage with, and how they perceive us, the diverse public throughout projects?
- **Project team:** how to create an inclusive environment for our project team?
- **Framework:** identify opportunities to support diverse workforces on our projects across our organisations.

S 1000 Services and other things to be provided

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

Clause 25.2 May include the following needs as appropriate at each individual site as agreed with the *Client*, the *Contractor* must ensure that all staff's wellbeing is cared for during the *works*.

- Accommodation,
- Meeting rooms,
- Storage facilities,
- Catering,
- Medical facilities and first aid.
- Recreation,
- Sanitation,
- Security,
- Copying,
- Wifi, Telephone, fax, radio and CCTV,
- Computer equipment and services,
- Sign boards and other signage,
- Safety equipment and services,
- Fences, screens and hoardings,
- Postage,
- Maintenance of access roads,
- Temporary facilities,
- Utilities, eg. Water and power,
- Meter readings

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

The *Client* will be able to assist with office and welfare facilities at some of the sites that will be stated within the SID document.

The *Client* may be able to free issue some plant and materials and may be able to store materials.

S 1100 Health and safety

S 1101 Health and safety requirements

The *Contractor* is to ensure they satisfy the requirements of Clause 27.4, details of any additional health and safety requirements for the project as listed below:

- *Client's* safety requirements,
- *Reporting requirements*,
- Safety management, supervision and qualification,
- Management of Subcontractors,
- Drug and alcohol policy
- Site induction procedures
- Compliance with PAS1192-6 (2018).

S 1102 Method statements

The *Contractor* is required to submit method statements and risk assessments to the *Project Manager*, CDM Principal Designer and the CDM *Client* for review and comment at least 2 weeks prior to undertaking the activity.

S 1103 Legal requirements

If any health and safety duties are required by law, the *Contractor* will be notified of who will perform them, within the *Client's* PMI.

S 1104 Inspections

The *Contractor* shall allow the *Project Manager* and the *Client* to review and inspect any of the *Contractor's* health and safety procedures as set out in the requirement of the Midlands Hub SHEW chapter of the Annual Plan.

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

To be agreed between the *Client* and the *Contractor* prior to subcontracting elements of the Scope. The *Contractor* wherever possible shall enter into back to back contractually arrangements.

S 1202 Acceptance procedures

Clauses 26.3 and 11.2(25) (Options C and E) State any specific submission and acceptance procedures for the proposed subcontracts not based upon the NEC contract. The basic requirement for submission and acceptance is dealt with in subclause 26.3

S 1300 Title

S 1301 Marking

Any conditions will be stated within the SID document so that it can be valued prior to undertaking the requirement.

S 1302 Materials from Excavation and demolition

Clause 73.2 Decide the title of materials from excavation and demolition. State whether the *Client* wishes to salvage any such materials, and if so where they are to be delivered or collected from, and by whom.

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

The *Contractor* is to put in place a system that audits their work so that acceptance can be made through either site inspection, records or other information to confirm acceptance of the work.

S 1500 Accounts and records (Options C and E)

The *Contractor* will provide a daily / weekly report that includes all plant, labour, equipment and other resources along with daily / weekly progress. Furthermore, a focus on next day's tasks or activities.

The daily report shall be supported by photos and videos or maps and plans and drawings and for site as required by the *Client*.

Weekly summary reports will be produced and issued to the *Client's* Project Team Manager.

Monthly report shall be supported by photos and videos or maps and plans and drawings along with planned completion, outturn costs and lesson learnt.

The *Contractor* will provide a resource project / site programme and keep logs of all resources.

S 1501 Additional Records

Clause 52.2, List the additional records to be kept by the *Contractor*. Details of the additional records will be stated within the SID document. This may include but not be limited the following:

- Timesheets and site allocation sheets,
- Equipment records,
- Forecasts of the total Defined Cost, (Forecasts are to include, but not be limited to costs to date, costs to completion including detailed breakdown of staff, sub-contract and major material items)
- Specific procurement and cost reports

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

S 1600 Parent Company Guarantee (Option X4)

Include the form of performance bond required.

S 1700 *Client's* work specifications and drawings

S 1701 *Client's* work specification

Actual specification as agreed between all parties during the development of the solution.

S 1702 Drawings

Contents list or documents or both

S 1703 Standards the *Contractor* will comply with

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

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

Appendix 1 BIM Protocol – Information Production and Delivery Table

All parties are to comply with the requirements of the CIC BIM protocol – Production and Delivery Table - Pow.bim4.info

Appendix 2 BIM Protocol – Employers Information requirements

1. Standards

The following standard(s) shall apply: _____

2. Parties

2.1 The parties involved in the Project are:

2.2 The role of Information Manager shall be performed by the following person or persons for the following stages:

<i>Stages</i>	<i>Person</i>
_____	_____
_____	_____

3. Employer's Information Requirements

3.1 The Common Data Environment shall be _____

3.2 The Models shall be developed using the following versions of the following software:

3.3 The Models shall be delivered by the persons listed below in the following formats:

<i>Person</i>	<i>File format</i>
_____	_____

3.4 Files and layers shall be named and numbered in accordance with

3.5 The following units, annotation, dimensions, abbreviations and symbols shall be used in developing a Model

3.6 The following co-ordinate system shall be used

3.7 The zoning requirements are as follows

3.8 Data drops shall take place in accordance with the [Employer's Information Requirements/Execution Plan]. To the extent that the [Employer's Information Requirements/Execution Plan] requires a particular piece of information to be extracted from a Model in more than one format at any particular Stage, all such formats shall be extracted from the same Model.

4. Project Procedures

4.1 The following protocols/procedures shall apply to the Project:

4.1.1 Spatial Co-ordination protocol;

4.1.2 Model approval/information exchange protocol;

4.1.3 Archiving procedures;

4.1.4 Security requirements and access rights procedures;

4.1.5 [Other]

4.2 Resolution of conflicts

specify any circumstances in which information extracted from a Model will take precedence over the Model.

Appendix 3 List of Projects

Asset Repair Works 2020/21

Sub Programme 09 – Recovery Works

Package SP09-C Capital Schemes

Activity Schedule - Lot 2

Item	Project Name	Description of Works
	Capital (CDF) - SOP Code ENV0002884C, ENV0002844C, ENV0002483C	
1	Caistor Canal North West of South Kelsey	Structural damage to asset, fallen tree has ripped out landward side of embankment. Erosion taking place around root ball. This has also caused a low spot
2	Duckpool Catchwater near Bucknall	Embankment slip
3	River Ancholme at Snitterby Carr	Flood embankment toe erosion and scour
4	River Ancholme Toe Erosion (7 Assets therefore below threshold for a standalone FBC)	Existing toe erosion exacerbated due to November 2019 flooding Incident
5	River Witham at Metheringham Delph	Asset leaking/seepage during high levels through banks and behind steps to the penstock
6	Scawby C/W nr Sturton	Hole in floodbank causing localised flooding near residential properties.
7	Branston Delph floodbank seepage	Seepage is emanating through the floodbank along on the banks of the Delph.
8	Burgh Sluice pointing doors	Damage to pointing doors