

**Framework:**  
**Supplier:**  
**Company Number:**

**Collaborative Delivery Framework**

**06778819**

**Geographical Area:**  
**Project Name:**  
**Project Number:**

**EAN & LNA Navigation Capital Programme 22/23**

**Contract Type:**  
**Option:**

**Engineering Construction Contract**  
**Option C**

**Contract Number:**

**C5137**

**Stage:**

**Construction**

Revision	Status		Originator		Reviewer		Date

**ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework**  
**CONTRACT DATA**

**Project Name** EAN & LNA Navigation Capital Programme 22/23

**Project Number** [REDACTED]

This contract is made on 30 November 2022  
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
  - 11108.01 Scope of Works Whiston Lock Works 22 V2
  - 11112.01 Scope of Works Wollaston Lock Works V2
  - 11120.02 Scope of Work Woodford Lock Works 22 V2
  - 12131.01 Scope of Works Perio Lock Works 21 V2
  - 21111.01 Scope for Works Cardington Lock Works 22 V2
  - Navigation ALN Scope 2022-23-Overarching Scope-v3
  - Target Price Clarifications and Assumptions 2022-23 v1
  - EW\_Risk Register 2022-23

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

**1 General**

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

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

- X2: Changes in the law
- X5: Sectional Completion
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X15: *Contractor's* design
- X18 Limitation of Liability
- X20: Key Performance Indicators
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *works* are

The works comprise asset inspections, reactive maintenance, proactive maintenance and emergency works (where appropriate) including Contractor's design. Assets typically comprise lock structures and their facilities and seprate landing stages/moorings

The *Client* is [REDACTED]

Address for communications [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications [REDACTED]

The *Project Manager* is [REDACTED]

Address for communications [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications [REDACTED]

The *Supervisor* is TBC

Address for communications

Address for electronic communications

The *Scope* is in  
11108 01 Scope of Works Whiston Lock Works 22 V2  
11112 01 Scope of Works Wollaston Lock Works V2  
11120 02 Scope of Work Woodford Lock Works 22 V2  
12131 01 Scope of Works Perio Lock Works 21 V2  
21111 01 Scope for Works Cardington Lock Works 22 V2  
Navigation ALN Scope 2022-23-Overarching Scope-v3

The *Site Information* is in  
Woolaston Lock Site Location Plan - 277084 Drawing 1 Rev 01  
Whiston Lock Site Location Plan - 277084 Drawing 1 Rev 01  
Perio Lock Site Location Plan - 277084 Drawing 1 Rev 01  
Woodford Lock Site Location Plan - 277084 Drawing 1 Rev 01

The *boundaries of the site* are  
Woolaston Lock Site Extents Plan - 277084 Drawing 1 Rev 01  
Whiston Lock Site Extents Plan - 277084 Drawing 1 Rev 01  
Perio Lock Site Extents Plan - 277084 Drawing 1 Rev 01  
Cardington Lock Site Extent Plan - 277084 Drawing 1 Rev 01  
Woodford Lock Site Extent Plan - 277084 Drawing 1 Rev 01

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  
EW\_Risk Register 2022-23

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	24 October 2022
The <i>access dates</i> are part of the Site	date
Access to the navigation assets whilst the navigation is less busy allowing works to proceed on the waterways, subject to closure notices having been published to timescales set out in the Navigation noticing regulations.	24 October 2022

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

The *Completion Date* for the whole of the *works* is 09 April 2023

The *Client* is / is not willing to take over the *works* before the *Completion Date*

The period after the *Contract Date* within which the *Contractor* is to submit a first programme for acceptance is 4 weeks

#### 4 Quality management

The period after the *Contract Date* within which the *Contractor* is to submit a quality plan is 4 weeks

The period between *Completion* of the whole of the *works* and the *defects date* is 52 weeks

The *defect correction period* is 2 weeks except that  
• The *defect correction period* for is  
• The *defect correction period* for is

#### 5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the *Prices* is

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

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

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

#### 6 Compensation events

The place where weather is to be recorded is MET office site at Kings Lynn, Norfolk

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 Kings Lynn  
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. A Strong Stream notification is issued on the river that delays works detailed on the Accepted Programme
2. Works to operate the gates on a lock and/or removal of dam boards and Equipment from the lock during high flows following a formal notification from the regulatory authority
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 *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications

['to be confirmed'](#)

The *Adjudicator nominating body* is

The Institution of Civil Engineers

## Z Clauses

### Z1 Correctness of Site Information and other documents

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

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

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

Clause 60.1 (12) is deleted from this contract.

### Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor*. Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *Contractor*."

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

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

### Z 4 The Schedule of Cost Components

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

### Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:

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

### Z7 Contractor's share

After c154.2 and before c154.3, insert the following additional clause:

54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

### Z10 Payments to subcontractors, sub consultants and

Subcontractors

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

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

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

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

The design consultant employed by the *Contractor* is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes:

Transfer of rights clause Z11

Professional indemnity insurance cover to same cover as that specified for the *Contractor*

Z11.1 The *Client* ('the third party') may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999 and the following provisions:

Z11.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and

Z11.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.

Z11.2 Except as provided in clause Z11.1, this agreement does not create any right enforceable by any person who is not a party to it (Other Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a other party which exists or is available apart from that Act.

### Z16 Disallowed Costs

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

- was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.
- was incurred as a result of the client issuing a Yellow or Red Card to prepare a Performance Improvement Plan.
- was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

### Z20 Defect Dates for Sections

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

### Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

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

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

## Z22 Resolving Disputes

Delete W2.1

## Z23 Risks and insurance

Replace clause 84.1 with the following

Insurance certificates are to be submitted to the Client on an annual basis.

## Z30 Material Price Volatility

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

### Z30.1 Defined terms

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

### Z30.2 Price Volatility Provision

Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as:

$$\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$$

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

### Z30.3 Price Increase

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

### Z30.4 Compensation Events

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

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

The Defined Cost for compensation events is assessed using

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

## Secondary Options

### OPTION X2: Changes in the law

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

### OPTION X5: Sectional Completion

The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	Whiston Lock	06 April 2023
2	Wollaston Lock	06 April 2023
3	Woodford Lock	06 April 2023
4	Perio Lock	06 April 2023
5	Cardington Lock	06 April 2023

### X7 plus X5

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	Whiston Lock	nil
2	Wollaston Lock	nil
3	Woodford Lock	nil
4	Perio Lock	nil
5	Cardington Lock	nil

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

██████████

### OPTION X10: Information modelling

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

2 weeks

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

£5,000,000

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 X15: The *Contractor's* design

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

6

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



£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

#### **OPTION X18: Limitation of liability**

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

£1,000,000

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

£1,000,000

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

£5,000,000

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

£5,000,000

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

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

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

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

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

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

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

term *beneficiary*

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	9.50%
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The working areas are Working areas are those defined within the scopes for each s

The key persons are

Name (1)	[redacted]
Job	Contracts Manager
Responsibilities	Programme management, resources management, risk man
Qualifications	
Experience	

The key persons are

Name (2)	[redacted]
Job	Senior Project Manager
Responsibilities	Over project management, managing site personnel, subcon
Qualifications	
Experience	

The key persons are

Name (3)	[redacted]
Job	Site Agent
Responsibilities	Sub-contract and site resource co-ordination, QHSE manage
Qualifications	
Experience	

The key persons are

Name (4)	[redacted]
Job	Quantity Surveyor
Responsibilities	Commercial Management
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

2 The Contractor’s main responsibilities

The Scope provided by the Contractor for its design is in

3 Time

The programme identified in the Contract Data is  
Clause 31 Programme - 221104 Rev A

5 Payment

The activity schedule is

Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name (1) [redacted]  
Address for [redacted]  
[redacted]  
[redacted]  
[redacted]

Address for electronic communications  
[redacted]

Name (2) [redacted]  
Address for communications [redacted]  
[redacted]  
[redacted]  
[redacted]

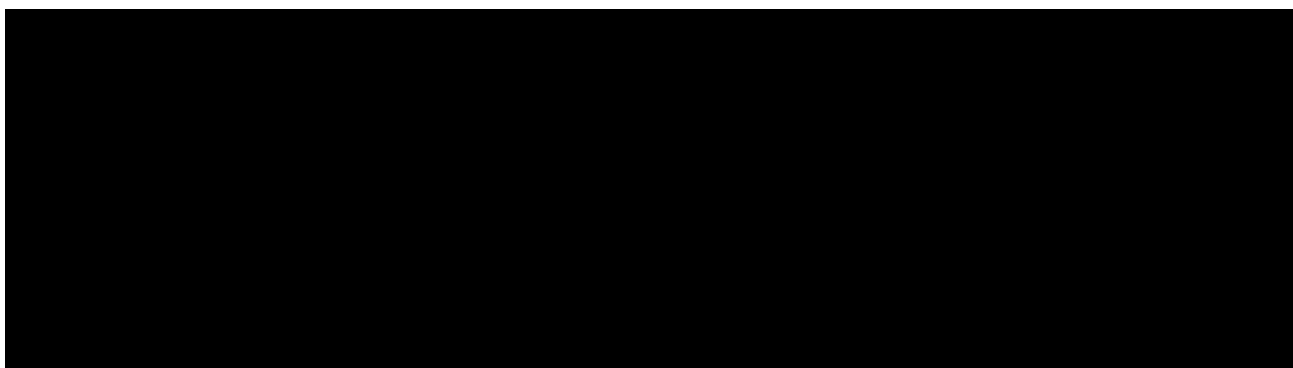
Address for electronic communications  
[redacted]

X10: Information Modelling

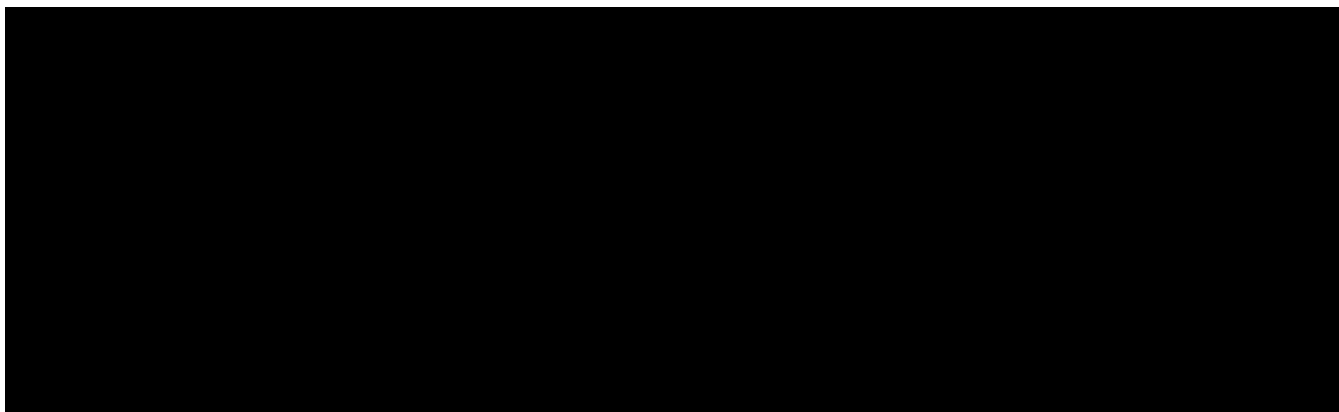
The information execution plan identified in the Contract Data is

# Contract Execution

*Client* execution



*Contractor* execution



## NEC4 engineering and construction contract (ECC) Scope

### Project / contract information

Project name	Navigation ALN 2022/23
Project SOP reference	
Contract reference	
Date	23rd May 2022
Version number	03
Author	

### Revision history

Revision date	Summary of changes	Version number
23 <sup>rd</sup> May 2022	First issue	001
02 Sept 2022	Scope box change	002
1 <sup>st</sup> Nov 2022	Minor comments	003

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 *Scopes* are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	V12	Dec 2021



**Part 2: Non-returnable Documents**

NEC – ECC 3<sup>rd</sup> Ed.

**Section 8  
Scope**

**Contents List**

<b>S 100</b>	<b>Description of the <i>Scopes</i></b>
<b>S 200</b>	<b>General constraints on how the <i>Contractor</i> provides the <i>works</i></b>
<b>S 300</b>	<b><i>Contractor's</i> design</b>
<b>S 400</b>	<b>Completion</b>
<b>S 500</b>	<b>Programme</b>
<b>S 600</b>	<b>Quality management</b>
<b>S 700</b>	<b>Tests and inspections</b>
<b>S 800</b>	<b>Management of the <i>works</i></b>
<b>S 900</b>	<b>Working with the <i>Client</i> and Others</b>
<b>S 1000</b>	<b>Services and other things to be provided</b>
<b>S 1100</b>	<b>Health and safety</b>
<b>S 1200</b>	<b>Subcontracting</b>
<b>S 1300</b>	<b>Title</b>
<b>S 1400</b>	<b>Acceptance or procurement procedure (Options C and E)</b>
<b>S 1500</b>	<b>Accounts and records (Options C and E)</b>
<b>S 1600</b>	<b>Ultimate Holding Company Guarantee (Option X4)</b>
<b>S 1700</b>	<b><i>Client's</i> work specifications and drawings</b>
<b>Appendix 29 BIM Protocol – Production and Delivery Table</b>	

## S 100 Description of the works

The purpose of the works is to ensure compliance of existing structures along the navigable waterway where the *Client* acts a statutory consultee. Five locations have been identified that require inspections and/or improvement works:

URN	Detailed Scope	Site	Description
11112.01	Appendix 1: Wollaston Lock Scope 22	Wollaston Lock	Initial investigation to lock construction, de-water lock carry out inspection identify and repair lock structure and fittings, including MEICA and painting
11108.01	Appendix 2: Whiston Lock Scope 22	Whiston Lock	Initial investigation to lock construction, de-water lock carry out inspection identify and repair lock structure and fittings, including MEICA and painting
12131.01	Appendix 3: Perio Lock Scope 22	Perio Lock	Initial investigation to lock construction, de-water lock carry out inspection identify and repair lock structure and fittings. including painting
11120. 02	Appendix 4: Woodford Lock Scope 22	Woodford Lock	Supply and install electrical gate operation
21111.01	Appendix 5: Cardington Lock Scope 22	Cardington Lock	Provide power assistance to mitre gate operation
TBA	Bridge repair/replace	Earls Barton, Whiston, Cogenhoe and Wollaston	works currently un-scoped, may be instructed later
TBA	Alternate power supply	Titchmarsh	works currently un-scoped, may be instructed later
TBA	Moorings	Multiple site	works currently un-scoped, may be instructed later
TBA	48hr mooring	Hermitage	works currently un-scoped, may be instructed later

TBA	Lock structure stabilisation	Hermitage	works currently un-scoped, may be instructed later
TBA	Finger moorings	Denver Complex	works currently un-scoped, may be instructed later
TBA	Emergency works on river and waterways assets	Nene, Gt. Ouse, Ancholme	works currently un-scoped, may be instructed later

Each location has a respective appendix to this document where the details of the works are included, the overarching description of the works is as follows.

The *Client* will lead and provide programme timings when the Scope can be completed due to environmental and regulation constraints. Where required the *Client* will carry out coordination between the *Contractor*, design consultant Arup and the *Clients* Operations Team.

This Scope takes precedent over any appendices.

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

The *works* comprise *Contractor* support for asset inspections, reactive maintenance, proactive maintenance and emergency works (where appropriate). Assets typically comprise lock structures and their facilities and separate landing stages/moorings.

The need for ongoing scheduled maintenance was highlighted by the “Asset Condition and Confidence Report 2019” ( ). It examined all navigation assets to ascertain the approach to maintenance, asset condition grading and where gaps exist. “Anglian” refers to East Anglian & Lincolnshire Northamptonshire (EA & LN) assets and the approach to scheduled maintenance comprises:

- De-watered lock inspections of lock complexes every 10 years
- Principal bridge inspections every six years
- MEICA inspections for MEICA elements
- LOLER inspections for guillotine and radial gates

The EA & LN asset base comprises:

- 65 lock complexes including bridges (primary assets);
- 71 bridges (not part of lock complexes and included within secondary assets); and
- 132 landing stages, 77 moorings and 82 canoe portages (will be combined to form the secondary assets).

#### **S 102 Purpose of the works/ Outcome required**

The strategic driver for investment in navigation assets is legal compliance. The *Client* is the statutory navigation authority for 564km of navigable waterway stretching across the Operational Navigation. As such it has a duty, under the Anglian Water Authority Act 1977, to ensure that the navigation remains in as good a condition as it was in during the 9 months preceding the 8th December 1975. The *Client* also has an obligation under the Health & Safety at Work Act (1974), the Management of Health and



Safety at Work Regulations (1992) and the Construction (Design and Management) Regulations (2015) to ensure that assets are safe to be used, enjoyed and maintained by staff, operatives, suppliers and the public as appropriate.

The main objective of this programme is to deliver work to navigation assets to ensure the *Client* complies with its legal obligations and RI\_2.9 (formerly KPI 851) requirements. The outcome will be an optimal investment regime that maximises asset value, minimises whole life costs and sustains assets at their target condition for the next seven years. This will provide a high-quality service to the boating community whom we serve, including complying, as appropriate, with the Equalities Act. Secondary objectives relate to asset reliability, net zero carbon and enhanced sustainability to contribute towards corporate goals.

### **S 103 Environmental aspects**

The *Contractor* shall ensure positive environmental outcomes are maximised where possible and no environmental detriment is caused by the *works*.

The *Contractor* shall report any environmental incidents in accordance with the *Client's* Safety, Health, Environment and Welfare Code of Practice (SHEWCoP).

Refer to the additional clauses included in Minimum Technical Requirements (412\_13\_SD01) with regards to control of pollution. In case of any ambiguity, the Scope in this document prevails over CESWI 7 and the Minimum Technical Requirements. The resolution will be directed by Clause 17 of this contract.

The *Contractor's* attention is drawn to the control of pollution provisions in the Environmental Permitting Regulations 2016. The *Contractor* takes all necessary precautions to ensure that no polluting discharge either of solid or liquids is made to any watercourse or to the underground strata and that no *work* carried out in any watercourse is done in such a manner as to cause pollution.

Any materials, which fall into any watercourse, shall be removed immediately by the *Contractor*. The *Contractor* obtains the consent of the *Client* before making any discharge to any watercourse or the underground strata. The *Contractor* shall allow at least 13 weeks for a response to this application from the date when a complete and satisfactory application has been submitted to the *Client*.

The *Contractor* takes all necessary precautions to protect all watercourses, together with water in underground strata, against silting, erosion and pollution.

The *Contractor* ensures that:

- a) Equipment is steam cleaned prior to delivery to Working Areas and maintained to ensure efficiency and to minimise emissions;
- b) All fuel, hydraulic fluids, lubricating oils or chemicals stored in bulk on Working Areas are located as far away as reasonably possible, and in no case closer than 10 metres, from any watercourse/drain and that such stores are sited on impervious bases and surrounded with an effective and impervious bund capable of holding the full contents of the store plus 10%. The drainage system of the bund is to be sealed with no discharge to any watercourse, drain, land or groundwater, and delivery and vent pipes are to terminate within the bund;
- c) All stores are kept locked when not in use, and all containers are clearly labelled with their contents. Leaking or empty oil drums or chemical containers shall be removed from the Site immediately;
- d) Equipment which leaks any fuel, lubricant or hydraulic fluid is not used, and all static Equipment using fuel oil is located as far away as reasonably possible from any watercourse, surrounded with oil-absorbent material to contain spills or leaks and use of drip trays;

- e) Refuelling or servicing of Equipment is undertaken in designated locations away from watercourses or drains, and refuelling is supervised and carried out by pumping through a trigger type delivery nozzle;
- f) An adequate supply of oil absorbent materials is readily available on Site at all times and staff appropriately trained on its use. Any spillage is immediately contained, removed from Site and disposed of to a licensed tip and the *Supervisor* informed immediately;
- g) Silted or discoloured water pumped from excavations is either irrigated over grassland or settled in a lagoon prior to any discharge to a watercourse;
- h) Equipment is not used in a watercourse or to ford a watercourse without the consent of the *Client*. Regular river crossings are by way of temporary bridges or culverts with the acceptance of the *Project Manager*;
- i) Haul roads and approaches to watercourses are regularly scraped and maintained free from deposits of slurry. Any slurry so removed is disposed of in a location agreed by the *Supervisor* avoiding pollution of the watercourse. Precautions are taken to ensure surface water drains are not contaminated by solids from workings and associated transport;
- j) There is no discharge or seepage of cement slurry from any concreting work, mixing Plant or ready-mix vehicle into any watercourse;
- k) Equipment parking and servicing areas and wheel washing facilities are located with the acceptance of the *Project Manager*;
- l) Any imported fill or construction material is free from polluting or toxic substances where drainage from the material can directly enter surface or underground waters;
- m) Suitable sheeting is provided under any structure over a watercourse which is to be cleaned by mechanical or chemical means and/or painted in order to prevent material entering the watercourse.

Without the consent of the *Client* (as regulatory authority), the *Contractor* does not remove watercourse deposits accumulated due to a dam, weir or sluice, nor promotes the removal of deposits by causing them to be carried away in suspension in the waters.

## **S 104 Publicity**

The *Contractor* notifies the *Project Manager* of all press or media enquiries and refers them to the *Client's* contact centre (03708 506 506).

## **S 105 Liaison with third Parties**

The *Contractor* notifies the *Project Manager* of any requests for meetings received from third parties so that the *Client* has the option to attend or send a representative.

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

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

### **S 201 General constraints**

General constraints will be applied to individual schemes and site specific constraints in the individual site appendices. Consideration should be given to but not limited to the following:

- Use of the Site
- Access to the Site
- Deliverables
- Noise and variations
- Working hours
- Parking
- Use of cranes
- Use (or non –use) of explosives
- Restrictions on the use of hazardous materials
- Storage of fuel and chemicals
- Pollution, ecological and environmental impacts.
- Archaeological requirements
- Interfaces between the *works* and existing things.
- Occupied premises and users.
- *Client* specified policies and procedures.
- Constraints imposed to meet the requirements of Others (example finders).
- Tide information
- Sustainability targets
- Timber and tropical hardwood requirements

## **S 201      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 202      Security and protection on the Site**

The *Contractor* is responsible for the security of the Working Areas and of vehicles and pedestrians entering and leaving the Working Areas. *Contractor* to determine the security requirements based on local conditions and experience.

The *Contractor* ensures that the Site gates are closed after the passage of vehicles or personnel on each and every occasion. Gates are not left open.

The *Contractor* ensures that the Working Areas are left properly secured at the end of each working day.

The *Contractor* considers the security of neighbouring properties and does not leave unattended scaffolding, ladders, Equipment, or any Plant, which provide or assist access to neighbouring properties.

Where permanent security fencing to neighbouring properties is removed as part of the *works*, it is replaced by suitable temporary fencing when the Site is unoccupied.

The *Contractor* adequately fences the Site and erects fencing and gates before other work starts in that part of the Site. The *Contractor* regularly inspects and maintains all Site fencing and gates, and promptly repairs damage.

The *Contractor* provides access in temporary Site fencing and gates as necessary for the use of the occupiers of adjacent land.

Keys and/or codes for all gates and barriers shall be provided to the *Client*.

## **S 203      Security and identification of people**

The *Contractor* shall instigate such measures to ensure persons on the Site are adequately monitored and any unidentified persons are engaged with and escorted to the appropriate location, or person, if they have a genuine reason for being within the Working Area. In the event persons cannot be identified and they decline to leave the *works* area the *Contractor* shall inform the *Client*.

#### **S 204      Protection of existing structures and services**

The *Contractor* will work with the *Client's* Waterways, National Environmental Assessment Service (NEAS) and Fisheries, Biodiversity and Geomorphology (FBG) Teams to identify specific requirements for the protection of existing structures, services, mains, trees and other plants. This will include the requirements for maintenance of existing services and the procedures for working on existing structures and services.

#### **S 205      Protection of the works**

The *Contractor* shall take all reasonable care and precautions not to damage any existing structures, equipment, services, mains, trees and other plants during the *works* and shall keep all areas within their control, or working areas, clean of debris etc. arising from their operations.

#### **Cleanliness of the roads**

All existing shared accesses used by vehicles of the *Contractor* or any of their Subcontractors or suppliers of Material or Equipment shall be kept clean and clear of all dust, sand, mud or any other matter. The *Contractor* shall clear all dust, sand and mud, or any other loose material resulting from the *works* spreading on these roads to prevent it spreading on these shared access roads and national highway.

Clearance shall be affected immediately by manual sweeping and removal of debris or, if so directed by the *Supervisor*, by mechanical sweeping and clearing equipment and all dust, sand, mud and other debris shall be removed entirely from the road surface of the shared access. Additionally, if so directed by the *Supervisor*, the road surface of the shared access is hosed or watered using suitable Plant.

#### **S 206      Traffic Management**

The *Contractor* is responsible for any traffic safety and management

#### **S 207      Condition survey**

All condition surveys carried out by the *Contractor* and any associated reinstatement *works* will be recorded and stored in the BIM archive.

#### **S 208      Consideration of Others**

Restrictions on work to avoid disturbance to the general public and occupiers of adjacent premises will be determined for each scheme and agreed with the *Project Manager*.

#### **S 209      Control of Site personnel**

Nothing specific over and above the usual *Contractor's* Site procedures and framework agreed.

#### **S 2010      Site cleanliness**

Nothing specific over and above the *Contractor's* Site procedures. Other than any additional COVID-19 protective measures to ensure the construction Sites comply with Government guidelines.

**S 2011      Waste materials**

Nothing specific over and above the usual *Contractor's* Site procedures. The *Contractor* is responsible for preparing and submitting the Site Waste Management Plan to include removal of waste, any restrictions on the disposal of waste material and where possible the recycling of waste.

**S 2012      Deleterious and hazardous materials**

Nothing specific over and above the usual *Contractor's* site procedures.

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

### **S 301 Design responsibility**

The design responsibility sits with the *Contractor* for these items identified in S300

#### 11112. 01 Wollaston Lock Works 22

Design, supply and install new vertical shaft covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the shaft for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means to climbing the structure.

Design, supply and install new actuator covers in accordance with Specification GGAC19-01. The new covers shall be lockable and hinged so as to expose and access the actuator for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means to climbing the structure.

Design, supply and install new low level removable access cover to each side of the gate with hinged lockable access hatch and handles to aid handling when removing. Total weight of individual panels not to exceed 20Kg.

Design, supply and install new headwork covers such that the entire headworks are covered. Appropriate lockable hatches are to be provided to all faces of the cover 3Nr hatches on both upstream and downstream faces and 1Nr on each of the side faces.

#### 11108 01 Whiston Lock Works 22

Design, supply and install new vertical shaft covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the shaft for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means to climbing the structure.

Design, supply and install new actuator covers in accordance with Specification GGAC19-01. The new covers shall be lockable and hinged so as to expose and access the actuator for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means to climbing the structure.

Design, supply and install new low level removable access cover to each side of the gate with hinged lockable access hatch and handles to aid handling when removing. Total weight of individual panels not to exceed 20Kg.

#### 12131 01 Perio Lock Works 22

Design, supply and install new low level removable access cover to each side of the gate with hinged lockable access hatch and handles to aid handling when removing. Total weight of individual panels not to exceed 20Kg.

Design, supply and install replacement counterweight frame restraint brackets that will allow adjustment to overcome irregularities in alignment and prevent continuous rubbing of the gate frame.

#### 11120 02 Woodford Lock Works 22

Design, supply and install guillotine gate operation from manual to electrically power assisted operation. This shall include provision of ducting and installation of control kiosks in accordance with design. Production of design / schematic to be approved by the *Client* for use prior to installation.

Supply and install interlock connections between the upstream mitre gates and paddles and the new downstream control panel. Both sets of interlocks are to be provided with a means of isolating independently without affecting lock operation.

#### 211101 01 Cardington Lock Works 22

Design, supply and install a system of powered operation to the downstream mitre gates, incorporating powered operation of the paddle gates.

Supply and install interlock connections between the upstream mitre gates and paddles and the new downstream control panel. Both sets of interlocks are to be provided with a means of isolating independently without affecting lock operation.

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

All of the designs for the items stated in S300 above need to be submitted 10 working days prior to install for acceptance from the *Project Manager* and *Client*.

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

Not applicable.

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

The specification for access panels is detailed in S300 above. All designs should be designed for a 25yr design life. If a design cannot comply with the 25yr design life, the *Contractor* is to upload a proposal for acceptance. Acceptance will not be unreasonably withheld on receipt of the supplier's certification details and evidence/understanding being provided that the 25yr design life cannot be achieved via a different supplier.

The *Client* policies for health, safety & welfare and environmental policies are always to be adhered to including applying the Construction Design & Management requirements to the designs. Human factors needs are to be considered for all designs, the finished *works* need to be safely and easily maintained over the lifetime of the *works*. The *works* should be designed as a public space, with protections in place that cannot be removed by the public for areas and

spaces that the public should not access and safe areas for the public to use the finished *works* for the intended purpose.

The designs need to include exemplar low carbon solutions where possible to feed into a positive outcome for the carbon reporting required under this contract.

All documentation created for the designs and the *works* need to apply the *Client* requirements to implement a BIM strategy over the documentation.

All documentation deliverables specified in the individual scheme Scopes are to be provided in both electronic and hard copy, in a format that can be updated following future inspections.

#### **S 305      Design co-ordination**

All investigations carried out in advance of the *works* items included in the Scope shall be completed in sufficient time ahead of the works so as to enable any recommendations to be added to the Scope via a *Project Manager's* Instruction (PMI) for delivery with the core *works* (unless agreed otherwise). 10 working days are required for the consideration of any findings and recommendations arising from the investigations.

Work with the *Client* in the preparation and submission to NEAS, documentation for the Environmental Screening. Provide the methodology for carrying out the *works*, the materials to be used, the Site Waste Management Plan and the Site access plan

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

Not required.

#### **S 307      Copyright/licence**

The *Client* reserves full copyright on all documentation produced in connection with this commission.

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

All documentation deliverables are to be provided in both electronic and hard copy, in a format that can be updated following future inspections

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

1. The consultant's (Arup's) asset inspection report will inform the *Contractor* site specific ground investigation specifications to obtain soils information as necessary for the design of the *works*. The consultant specifies the ground investigation work required and the *Contractor* 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. These supplement the information provided in the Site Information. This will form a compensation event under the contract.

2. The consultant liaises with all historic environment stakeholders as required to ensure that the heritage and archaeological risks are identified and appropriately managed. The *Contractor* obtains all necessary consents and approvals.

3. The *Contractor* provides the *Project Manager* with the final factual report of the investigation in digital format.



5. 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.

6. The *Contractor* informs the *Project Manager* of the proposed works a minimum of 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 deliverables are absolute requirements for Completion to be certified, without these items the *Client* is unable to use the *works*:

- 1 hard copy of Health and Safety File and one electronic version
- 1 hard copy of Operating and Maintenance Manuals and one electronic version.
- 1 hard copy of As Built drawings and one electronic version
- Population of the *Client's* latest version of the Project Cost and Carbon Tool, or its successor
- Transfer to the *Client* databases of BIM data, access will be provided at the relevant time.
- Delivery of the Final Carbon Report

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

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

- N/A

### **S 403      Training**

- N/A

### **S 404      Final Clean**

The *Contractor* shall leave the Site in a clean, tidy condition and having removed all equipment, Plant and Materials not required for the permanent *works* to the satisfaction of the *Client*, landowners and stakeholders.

### **S 405      Security**

Access keys and reinstated boundary fencing to be accepted by the *Client*.

### **S 406      Correcting Defects**

Access and correction of Defects to be arranged with the *Project Manager* and *Client*.

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

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

### **S 408      Take over**

Once a scheme is complete and the *Client* has conducted a satisfactory scheme acceptance the *Project Manager*, certifies the date and the *Client* takes the site over no later than one week than that date.

## **S 500 Programme**

### **S 501 Programme requirements**

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

The *Contractor* shall submit their programme for acceptance in accordance with the time scale stated in Contract Data Part 1. The programme shall comply with the requirements set out in Clauses 32 and be produced in an electronic format in Microsoft Project and \*.pdf formats including a single hard copy. The revised programmes for acceptance shall be submitted via Fastdraft to the *Project Manager*.

Further to the requirements of ECC Clause 32, the *Contractor* shall provide a written explanation of changes to each programme activity, sufficient to enable the *Project Manager* to understand the cause and impacts.

### **S 502 Programme arrangement**

N/A

### **S 503 Methodology statement**

A schedule of method statements and risk assessments as set out in the *Client* Operational Instruction 300\_10\_SD06 shall be included with each updated programme. This schedule includes items relating to both the temporary and permanent *works*.

Method Statements shall be submitted to the *Project Manager* in advance of the associated activities taking place. The *Contractor* shall allow the *period for reply* for acceptance of method statements. If the method statement has not been accepted and is resubmitted, the *period of reply*, applies again. *Works* do not commence until the *Project Manager* has accepted the relevant method statement. The *Contractor* shall complete the *works* in accordance with the accepted method statement.

Method statements submitted for acceptance shall include (but are not limited to) the following matters:

- a) Health & safety measures;
- b) Extent of Working Areas and protective barriers;
- c) Access to Working Areas, including confined spaces;
- d) The implementation of relevant statutory regulations;
- e) The design and construction of temporary *works*;
- f) How the environmental impact of the activities is to be minimised;
- g) Equipment requirements, siting and mode of operation;
- h) Labour requirements and supervision including competency requirements;
- i) Delivery and storage of Materials;
- j) Provision of access to third Parties;

- k) Details of the construction sequence;
- l) Details of working methods;
- m) Detailed programme of work covered by the method statement;
- n) Implementation of the results of any consultation with third parties;
- o) Contingency plans in the event of flooding, other difficulties or emergencies;
- p) Risk and COSHH assessments;

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

The *Contractor* is to include dates for Site acceptance by the *Client*

#### **S 505 Information required**

The information required to commence *works* on Site is detailed on the Stop/Go Form. The *Contractor* is accountable and responsible for ensuring that all information has been provided and the Stop/Go Form checked and signed off by the Principal Designer prior to the programme site access date

#### **S 506 Revised programme**

Any changes to the programme are to be summarised by the *Contractor*.

## **S 600     Quality management**

### **S 601     Samples**

Any materials and samples taken as part of the ground investigation required including any procedures for submission and acceptance are to be shared with the *Client*.

### **S 602     Quality Statement**

The *Contractor*, shall submit their quality plan to the *Project Manager* within 4 weeks of the starting date.

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

The *Contractor's* Quality Management System (QMS) shall be outlined in a quality plan complying with the spirit of ISO 9001, although accreditation is not mandatory.

The objective of the quality system is assurance at all stages of the project, that the work is being carried out in accordance with the Contract. The Quality Plan shall cover all stages of the Contract, including design and construction.

Copies of the quality plan, quality records and other quality documentation shall be submitted to the *Supervisor* promptly and, in respect of imported materials, before such materials arrive on the Site.

The quality procedures for the construction period shall be provided with the preliminary method statement prior to any work commencing and shall be agreed with the *Project Manager*.

The *Contractor* shall ensure an Environmental Management System (EMS) is in place for this contract. This EMS shall comply with the spirit of ISO 14001 although accreditation is not mandatory. The EMS shall ensure:

- a) Documentation stating the intentions, targets and principles in relation to environmental performance is signed by the organisation's representative and assure it is communicated internally and externally;
- b) A clear structure with documented roles and responsibilities for employees and relevant Parties, including an emergency procedures post (i.e. regarding environmental accidents) is in place;
- c) A reporting system is set to provide the *Project Manager* information on all incidents and provide information for any necessary environmental audits;
- d) The development of method statements to protect all environmentally sensitive aspects of the design, manufacturing, installation and commissioning process, that can be audited by the *Project Manager*;
- e) A policy to promote efficient and sustainable purchasing and disposal of all material necessary for the design, Site works and manufacturing aspects (e.g. ensure suppliers have an EMS, recycle to the extent possible).

The *Project Manager* or their representative(s) shall be entitled to audit the *Contractor's* management systems at any time subject only to giving the *Contractor* 24 hours' notice of their intention.

## **S 604      BIM requirements**

The BIM Information Manager is the *Client*. The *Contractor* is to comply with the accepted BIM drawing numbering and file naming system, as per the BIM Execution Plan (BEP) once it has been accepted.

## **S 700      Tests and inspections**

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

The tests and inspections required to carry out and complete the *works*. These reflect Clause 40.1, 40.2, 41.1 and 60.1 (16) and may include but are not limited to the following;

- 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.

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

The *Contractor* shall produce and follow a testing and inspection schedule suitable to confirm that the *works* have been carried out in accordance with this Scope and the accepted design.

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

*Works* can be covered up once they have been inspected and tested

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

The *Project Manager* is to be informed as the work progresses of any *works* that require inspection or testing.

#### **S 705      Reduction of carbon against the original solution carbon budget**

Where possible the *Contractor* is required to reduce the carbon measure for the scheme. The measure for this carbon reduction is to be calculated using the *Client's* carbon tool (inclusive of calculation and associated reports). Reporting updates must be provided on a monthly basis and at the end of each business case cycle.



## S 800 Management of the works

### S 801 Project team – Others

The project shall be administered in accordance with this contract and the Parties identified within the Contract Data will have the responsibilities assigned to them by the contract.

For information the following other Parties (in addition to those identified in the contract) are involved in the overall management of the project:

- a) **Project Board** – this comprises senior members of the *Client's* staff including the Project Sponsor, Project Executive, Senior User, Senior technical staff and a Senior Supplier representative. The Project Board provide oversight and direction to the overall project.
- b) ***Client's* Project Delivery Team** – comprising the *Client's* staff including *Project Manager*, Senior user representative and *Client's* technical staff responsible for the delivery of the project.
- c) **Principal Designer** – appointed under the CDM Regulations. Duties are as defined in the CDM regulations and the *Clients* Health, Safety, Environment and Welfare Code of Practice.
- d) **Cost Manager** – responsible for managing the cost aspects of the project on behalf of the *Client*.
- e) **Independent Technical Advisor (ITA)** – this organisation will support the project by providing independent technical advice to the *Client*.

The *Contractor's* Project Manager shall be demonstrably experienced in delivering similar sized, technically and logistically-complex projects on operational Sites and shall be ICE NEC4 Project Manager Accreditation qualified for the use of the NEC4 form of contract.

The *Contractor* shall provide a single, named, person as their design manager to be responsible for the management of the design elements. The design manager shall be experienced in the delivery of the design of similar size and complexity projects.

The Project team

- Senior User [REDACTED]
- Project Executive [REDACTED]
- Project Manager [REDACTED]
- Design Team [REDACTED]
- Contractor [REDACTED]
- Principal Designer [REDACTED]
- ECC Project Manager [REDACTED]
- Cost Manager [REDACTED]
- Site Supervisor [REDACTED]

The *Client's* project team will be supplemented by others as the programme matures.

### S 802 Communications

In managing the *works* the *Contractor* shall:

- Maintain weekly contact with the *Client's* project manager and the *Client's* environmental project manager (FBG) such that the *Client* is fully informed of progress and issues.
- Organise and produce an agenda for progress meetings at 4-week intervals. The ECC *Project Manager* shall take minutes and will circulate to both the *Contractor* and *Client* following the meeting. Meetings shall be held by telecon. The *Contractor* shall manage these meetings to best realise the efficiencies of the project and the key personnel involved.
- The *Contractor* shall be responsible for the meeting agendas and shall circulate (electronically) to both the ECC *Project Manager* and the *Client* at least 3 working days before the progress meeting.
- The *Contractor's* project manager and environmental lead shall attend all progress meetings. Attendance by any relevant technical staff will be required as appropriate.
- Two clear working days before the progress meetings the *Contractor* shall prepare and issue to the *Client* monthly progress reports to include financial, progress, programme, risk, efficiencies and issue log updates / resolutions.
- The first Friday of every month the *Contractor* shall revise and issue to the *Client* their monthly expenditure forecast. This shall show spend to date and forecast cost to complete, broken down monthly and separately for each project within the package for the duration of the Programme.
- The *Contractor* shall be represented on the Project Board, as requested by the *Client*, by the Project Director or Framework Manager with substantial relevant experience.

### **S 803      Monthly Progress Reporting**

The *Contractor* submits formal monthly progress reports to the *Project Manager*, on a regular date to be specified by the *Project Manager*.

The monthly progress reports shall cover the following:

- a) Health & safety incidents
- b) Progress
  - Activities started, progressed and completed during the month;
  - activities planned for the forthcoming month;
  - summary of transfers and any effect on working;
  - significant changes to the Scope instructed;
- c) Labour/Materials/Equipment
  - summary of principal Equipment and Materials brought to Site or taken off Site;
  - Subcontractors on Site; and
  - Numbers of staff/attendees on Site.
- d) Programme
  - A marked up copy of the Accepted Programme showing progress and percentage Completion of each activity; and
  - a revised programme (if appropriate, or if required by the Contract Data part one).
- e) Issues
  - Problems encountered or anticipated (Note: this does not supplant the Early Warning Register).
- f) Information/services required from the *Client*
- g) Public relations
  - Contacts with the public or other third Parties; and
  - complaints or claims.
- h) Environmental

- Pollution incidents;
  - recycling and waste reports;
  - updates to the EAP;
  - progress on discharge of planning conditions;
  - Site Waste Management Plan data sheets;
- i) Representative progress photographs
- j) Any other issue/subject requested by the *Project Manager*.

## **S 900      Working with the *Client* and Others**

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

Should the *Contractor* have to share the Site with others, the *Contractor* will arrange with the *Project Manager* how the Site will be managed and under whose control. Taking into consideration 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 required to co-operate with all third-party stakeholders in obtaining and providing information which is needed by the *Client* in connection with the *works*.

### **S 903      Co-ordination**

The *Contractor* will initially liaise with the *Project Manager* to agree the co-ordination of *works* and access.

### **S 904      Authorities and utilities providers**

The *Contractor* shall be responsible for arranging and managing all of the *works* by utility providers to enable water, telecommunication and electricity service connections necessary to provide the *works*.

The *Contractor* is responsible for the enquiry, management, procurement and provision of notices and Payment for any temporary or permanent service diversions required to be undertaken for the *works*.

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

The *Contractor*, Subcontractors and designers are expected to:

- Use local employment and local training initiatives where appropriate and practicable;
- Look for opportunities to enhance community benefits
- Encourage a diverse supply base that includes local Small and Medium Enterprises (SMEs), social enterprises and the Voluntary in the Community Sector.
- Develop and integrate modern apprenticeship opportunities and encourage the consideration of diversity and equality in our decisions. Demonstrate compliance with the Equality Act 2010 through the work delivered. Projects and community engagement should be inclusive and accessible for all. The *Client* "Access for All Design Guidance" is available to support this approach.
- Adopt a policy of equal opportunities to encourage a diverse workforce;
- Offer training and development to all staff, including the *Client's* to meet individual, project and company needs.

The *Contractor* shall register with the Considerate Constructor's Scheme (CCS). CCS banners etc. shall not be displayed in order to maintain the low profile of the *works*.

Findings from CCS audits must be promptly copied into the project team and the *Client* Senior Health, Safety and Wellbeing Business Partner.

## **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***

For the use of the *Contractor's* employees and workforce, the *Contractor* shall provide temporary offices, sanitary arrangements, stores, workshops, compounds and the like necessary for the Completion of the *works* and correction of Defects. The general siting and layout of these shall be accepted by the *Project Manager*.

The *Contractor* shall be responsible for arranging their own electricity, lighting, water, telephone supplies and drainage facilities for the compound and for the execution of the Contract and shall be responsible for all costs and charges in connection therewith.

The *Contractor* shall ensure all offices, sanitary arrangements and welfare are powered by a hydrogen powered electrical generator, air heat source pump is used (drying clothing) and ECO cabins provided.

All temporary installations shall comply with statutory regulations and shall be in accordance with current best practice.

The *Contractor* provides and erects where construction activities are taking place, where directed, a 'Portacabin' or part of a 'Portacabin' or equal approved office for the use of the *Supervisor, Project Manager* and their staff. The offices are not less than 15m<sup>2</sup> in plan and are equipped with a minimum 2 desks and chairs, 2 lockable drawer units and a 3 shelf bookcase (minimum 1.5m high x 1.2m wide) or equivalent shelving units.

The *Contractor* shall clean the accommodation daily, maintain it for the duration of the project and remove it on Completion. All items provided shall revert to the *Contractor's* ownership on Completion.

All offices and their contents shall be insured by the *Contractor* for a sufficient sum to cover damage or loss by fire or theft, and any damage or loss is made good by the *Contractor*.

The accommodation is provided ready for use within 7 calendar days of the *Contractor* accessing the Site, unless otherwise agreed with the *Project Manager*.

Accommodation and services are removed by the *Contractor* on Completion, or at such other date as directed by the *Project Manager*.

The *Contractor* provides the following facilities for the exclusive use of the *Supervisor, Project Manager* and their staff where construction activities are taking place.

For the exclusive use of the *Supervisor, Project Manager* and their staff, a Wireless All-in-One A3 Colour Ink-jet - copier / printer / scanner, or similar approved, complete with paper and replacement ink cartridges for the duration of the contract.

Unlimited download broadband internet connection via Wi-Fi.

The *Contractor* provides, maintains and removes on Completion the following facilities for the use of the *Supervisor, Project Manager* and their staff where construction activities are taking place and should be shared with the *Contractor's* Site supervision staff.

Washrooms with WC and washbasin with hot and cold running water and clothes rack. Temporary arrangements for the disposal of sewage shall be provided. Clean towels, soap, toilet paper, etc, are provided as required.

Kitchen facility including kettle, microwave and fridge. Clean towels, cups, plates, coffee, tea, sugar and milk are provided as required.

Shower facilities.

Access to a meeting room within the Site compound.

The *Contractor* shall be responsible for the removal of foul sewage and shall allow for paying all charges in connection therewith.

The *Contractor* shall be responsible for the removal of all facilities and Plant and reinstate land on Completion. The *Contractor* shall make due allowance in his total of prices for on-Site Equipment.

The *Contractor* supplies, erects and maintains, for the duration of the *works* a signboard at a location to be agreed by the *Project Manager*. The *Contractor* designs the supports and foundations for the signboards and erects them at locations agreed with the *Project Manager*.

Scheme sign boards will be as specified in the *Client* Site branding guide and as agreed with the *Project Manager*.

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

The sign boards are maintained in good condition throughout the period of the *works* and removed by the *Contractor* on Completion of the *works*. Where necessary, planning consent and/or all necessary permissions, approvals and consents for their establishment are obtained by the *Contractor*.

The *Contractor* provides warning signs at locations agreed with the *Project Manager*, warning the public of the dangers of the *works* and bearing the name, address and emergency telephone number of the *Contractor*. The signs are erected prior to commencement of the *works* and maintained for the duration of the *works*.

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

The *Client* will provide but not limited to the following:

- Access to the Site,
- Space for the accommodation,

## **S 1100 Health and safety**

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

The *Contractor* and their Subcontractors shall comply with the *Client's* Safety, Health, Environment and Welfare (SHEW) Code of Practice (CoP).

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 method statements are communicated throughout the Site team.

The *Contractor* shall report any health and safety incidents on Site using the procedure outlined in "Environment Agency Operational Instruction 300\_10\_SD20: Reporting incidents at contractors' Sites". The following sequence shall be followed by the *Contractor*:

Follow internal procedures and legal duties for reporting under RIDDOR.  
Report the incident to the *Client* as soon as possible.

Investigate the incident - the *Contractor* shall perform the correct level of investigation and circulate the lessons learnt.

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

*Project Manager*

AND

*Client*

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's* health and safety officer shall carry out regular audits of the Site *works* and submit copies of audit reports and proposed remedial actions to the *Supervisor* prior to the end of the following week.

In addition, the *Client* may carry out Site audits. The *Contractor* assists in these audits and complies with any recommendations made during such audits.

The *Contractor* provides an occupational health programme for their staff and is to be registered with "Constructing Better Health" or any such successor organisation if available.

The *Contractor* shall maintain arrangements whereby he can call out, within 2 hours, labour, Equipment and Materials outside normal working hours to carry out any work needed for an emergency associated with the *works*. The *Contractor* shall provide the *Project Manager* at all times with the names and telephone numbers of at least two senior members of the *Contractor's* Site team who are responsible for organising emergency work. These people are to be included on the *Client's* Emergency Contact List (*Client* Form 155\_04-SD79).

The *Contractor* shall acquaint themselves and their employees with any relevant safety or environmental emergency arrangements including those of the *Client*.

The *Contractor* shall provide emergency vehicle access to properties at all times and give reasonable access to members of the emergency services who may inspect the Site.



The *Contractor* shall provide access to all parts of the Site for the *Client* to undertake emergency inspections or repairs.

## **S 1102      Method statements**

The *Contractor* shall produce Method Statements for all construction *works* stating how they will undertake each element of the construction *works*.

Method Statements provided to support a programme for acceptance include full particulars of the methods, timing and sequence of construction, including the use and design of temporary *works*, Materials and Plant and Equipment proposed by the *Contractor*.

Method statements shall contain sufficient information to enable the *Project Manager* to assess any likely detriment to the proposed or the existing *works* or to the *Client's* overall objectives.

Method statements shall be submitted for acceptance, to include but are not limited to the following matters:

- Health & safety measures
- Extent of Working Areas and protective barriers
- Access to Working Areas, including confined spaces
- The implementation of relevant statutory regulations
- The design and construction of temporary *works*/loading conditions and de-watering measures
- How the environmental impact of the activities are to be minimised
- Protection of existing trees and vegetation and other environmental constraints
- Equipment requirements, siting and mode of operation
- Labour requirements and supervision
- Delivery and storage of Plant and Materials
- Provision of access to third parties
- Details of the construction sequence
- Details of working methods
- Detailed programme
- Results of any consultation with third parties
- Contingency plans in the event of flooding, other difficulties or emergencies
- Risk and COSHH assessments
- Assess impact on proposed *works*.

The *Contractor* shall submit Method Statements to the *Project Manager* at least 2 weeks in advance of carrying out items of work. The *Contractor* allows the period for reply for acceptance or rejection of Method Statements. The *works* shall not commence until the *Project Manager* has accepted the relevant method statements. The *Contractor* provides the *works* in accordance with the accepted method statement.

All method statements submitted to the *Project Manager* are to include environmental management actions where relevant and will be reviewed by the **Environmental Clerk of Works (ECW)**.

The *Contractor* is required to submit method statements and risk assessments to the *Project Manager* for acceptance prior to starting *works* on Site.

## **S 1103      Legal requirements**

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

The Principal Designer duties under the CDM Regulations 2015 shall be undertaken by a third party nominated by the *Client*.

The Principal Designer is currently:



The *Client* duties under the CDM Regulations 2015 shall be undertaken by the *Client*.

The Principal Contractor duties under the CDM Regulations 2015 shall be undertaken by the *Contractor*.

The Designer duties under the CDM Regulations 2015 shall be undertaken by the *Contractor*.

The CDM Pre-construction Information does not form part of the Contract.

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

The *Contractor* prepares the Health and Safety File in accordance with the requirements of the *Client's* Operational Instruction 300\_10\_SD17: Health and Safety file (HSF) guidance document. The Health and Safety File is submitted to the *Client* and the Principal Designer for acceptance at least 20 working days prior to Completion.

The *Project Manager* will not issue the Completion certificate until the required information as listed stated in the *Client* Operational Instruction 300\_10\_SD17: Health and Safety file (HSF) guidance document has been provided and the other stated requirements (see S400 above) for Completion have been met.

#### **S 1104      Inspections**

Both the *Project Manager* and the *Principal Designer* will review and inspect the *Contractor's* health and safety procedures prior to the start of *works*.

The *Project Manager* is entitled to inspect all registers, reports and certificates, which the *Contractor* is required by law to keep and issue in respect of safety matters and accidents.

## **S 1200    Subcontracting**

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

The *Contractor* will procure subcontracts and Subcontractors in accordance with Clause 26 of this contract.

### **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 Equipment, Plant and Materials which are outside the Working Areas will be identified by the *Client* who will instruct how they are to be marked up and if any tests are required.

**S 1302    Materials from Excavation and demolition**

Clause 73.2 - any materials arising from excavation and demolition that cannot be reused for the new permanent *works* are to be disposed of by the *Contractor*.

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

The *Contractor* will require a Project Bank Account exemption and must follow CDF procedure to become exempt.

The *Contractor* shall provide a payment profile with milestones for design and construction deliverables.

The *Contractor* sets up a procedure for vesting of items not yet delivered to the Working Areas for the *Client* prior to payment being made for such undelivered items.

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

### **S 1501 Additional Records**

The following records shall be kept by the *Contractor*:

- a. Timesheets and Site allocation sheets;
- b. Equipment records;
- c. Forecasts of the total Defined Cost;
- d. Specific procurement and cost reports.

The following records are to be provided to the *Project Manager* with all applications for payment, but not limited to:

- a. Staff timesheets
- b. Labour signed timesheets
- c. Plant weekly returns
- d. Material received sheets / delivery records
- e. Subcontractor applications detailing when payments are due / paid
- f. Daily diary sheets as completed by the Site management.

## **S1600 Ultimate Holding Company Guarantee (Option X4)**

If not already provided under the framework the *Contractor* shall provide an ultimate holding company guarantee.

## **S1700 Client's work specifications and drawings**

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

The specifications for each scheme is in the appendices and forms part of the Scope.

#### **S 1702      Drawings**

The *Contractor* shall comply with the latest revision and relevant sections of all relevant regulations, standards and codes of practices at the Contract Date including, but not limited to, those listed under the individual Scheme Information Document

The *Contractor* shall comply with the BIM drawing/document numbering and file naming conventions when the convention has been accepted including renumbering/naming any previously issued drawings/documents to comply.

Should there be any conflict between specification clauses between this Scope and other documents, the matter should be resolved in accordance with ECC clause 17.1.

#### **S 1703      Standards the *Contractor* will comply with**

The standards and specifications for each scheme can be found listed under ASITE: WWAN000XX\_AREA\_ANGLIAN WW when access is granted, will be given as additional information and shall be priced by the Cost and Carbon Estimator (CCE) and agreed with the *Contractor* to form a compensation event.

Appendices included in tender:

<b>Appendix no.</b>	<b>Title of Document</b>
Appendix 1	11112.01 Scope of Works Wollaston 22 JCE v2
Appendix 2	11108.01 Scope of Works Whiston Lock 22 JCE v2
Appendix 3	12131.01 Scope of Works Perio Lock 22 JCE v2
Appendix 4	11120.02 Scope of Works Woodford Lock 22 JCE v2
Appendix 5	21111.01 Scope of Works Cardington Lock 22 JCE v2
Appendix 6	Not Applicable
Appendix 7	Not Applicable
Appendix 8	Not Applicable
Appendix 9	Not Applicable
Appendix 10	Not Applicable
Appendix 11	Not Applicable
Appendix 12	Not Applicable
Appendix 13	Not Applicable
Appendix 14	Not Applicable
Appendix 15	Not Applicable
Appendix 16	Not Applicable
Appendix 17	Not Applicable
Appendix 18	Not Applicable
Appendix 19	Not Applicable
Appendix 20	Not Applicable
Appendix 21	Not Applicable
Appendix 22	LCM01 (Will form a PMI post-contract)
Appendix 23	LCM02 (Will form a PMI post-contract)
Appendix 24	LCM03 (Will form a PMI post-contract)
Appendix 25	Not Applicable
Appendix 26	NDG02-02 Paint Specification (Will form a PMI post-contract)
Appendix 27	List of Consents for PCMT 2020 (Will form a PMI post-contract)
Appendix 28	Not Applicable
Appendix 29	Not Applicable
Appendix 30	