

## **Revision history**

Revision date	Summary of changes	Version number
16 Aug 2022		01

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

Document	Document Title		Version No	Issue date
412_13_SD01	Minimum Requirements	Technical	V12	30 December 2021





# Part 2: Non-returnable Documents NEC - ECC 4th Ed.

Section 8 Scope

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## S 100 Description of the works

The 2021-2022 Lincs and Northants (LNA) Non-Recovery programme includes *works* at various flood defence embankments and reservoir assets across the LNA area. The *Client's* asset performance team identified various damages and deficiencies at several flood defence embankments and reservoirs assets which has reduced the condition grade of the assets. The repair *works* to rectify the identified damages/deficiencies at various flood defence assets have been grouped into four individual projects primarily based on location.

This master Scope covers the *works* for a package of four separate embankments and reservoirs projects that are located in the eastern part of the LNA area. The four projects that are covered by this master Scope are:

Ref	Cap Rec Reference	Project Code	Project name	Scope document
1	SP11-07C	ENV0004177C	Medbourne FSR S10 Inspection Recommendations	FY21-22 LNA Embankments Programme SP11-07C Medbourne FSR Scope v01
2	SP11-22C	ENV0004177C	River Glen flood bank upstream of Guthram Gowt - Embankment Repairs	Not yet available in this Version (v01) of the master Scope
3	SP16-05C, SP16-07C	ENV0004068C	Wyberton Marsh Banks	Not yet available in this Version (v01) of the master Scope
4	SP12-06R	ENV6005050R	Weldon FSR - S10 Inspection Recommendations	Not yet available in this Version (v01) of the master Scope

This master Scope document contains the overarching clauses on how the *Contractor* shall deliver the *works*, which are relevant to all of the projects in the package. The site specific scope elements (including, but not limited to, S101, S201, and sections of S300 and S400) are contained within a separate Scope document for each project. In case of conflict, the project specific Scopes take precedent over the master Scope.

The site-specific Scopes for each of the sites will be instructed separately at the sole discretion of the *Client*.

## S 101 Description of the works

#### S 102 Purpose of the Works/ Outcome required

The *Client* has a role as undertaker to maintain the embankments on the Main Rivers and some reservoirs. The purpose of the *works* is to ensure performance of the embankments and reservoir assets is maintained and that they are returned to their target conditions.

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

#### S 201 General constraints

## S 202 Confidentiality

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

The Contractor may publicise the works 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.

#### S 205 Protection of existing structures and services

#### S 206 Protection of the works

The Contractor shall be responsible 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* when undertaking the *works*, and shall ensure these are kept clean for use by the landowner and/ or the 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 as necessary to Provide the Works.

#### S 209 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*. Pre and post *works* surveys of the Site and access tracks shall be undertaken by the *Contractor* and survey information shall be issued to the *Client* and stored in the BIM archive.

#### S 2010 Consideration of Others

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

#### S 2011 Control of site personnel

See Section 204 above.

#### S 2012 Site cleanliness

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

#### S 2013 **Waste materials**

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

#### S 2014 **Deleterious and hazardous materials**

S 300	Contractor's design
S 301	Design responsibility
S 302	Design submission procedures
S 303	Design approval from Others
S 304	Client's requirements
S 305	Design co-ordination
S 306	Requirements of Others

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

S 307 Copyright/licence

## S 308 Access to information following Completion

All information in relation to Providing the Works shall be stored within the *Client's* Common Data Environment (CDE) system prior to Completion. All information shall be stored in accordance with the timescales stated within the 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 6 years, including the timescale for the retention of any information after Completion.

## S 309 Site investigations

## S 400 Completion

S 401 Completion definition

S 402 Sectional Completion definition

S 403 Training

#### S 404 Final Clean

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

## S 405 Security

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

## S 406 Correcting Defects

## 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 *Client's* Senior User. The initial inspection shall take place a minimum of one week in advance of the planned take over or *Completion*.

#### S 408 Take over

## S 500 Programme

The target date for Completion is as per the Contract Data Part 1.

#### S 501 Programme requirements

The programme should be issued in both Microsoft Project format and PDF.

## S 502 Programme arrangement

The programme shall highlight where other parties impact the delivery of the works.

#### S 503 Methodology statement

A methodology statement outlining how the *Contractor* will carry out the *works* should be provided to the *Client* for sign-off by the Principal Designer two weeks prior to the planned commencement of the *works*.

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

#### S 505 Information required

#### S 506 Revised programme

The Contractor shall update the programme in accordance with the Contract Data Part 1.

The programme shall be updated monthly for progress meetings with actual and forecast progress against the baseline. With each programme submission, the *Contractor* shall provide an explanation if there is a difference on the Planned Completion Date. The *Contractor* shall provide a PDF and a Microsoft Project programme with each programme submission.

The *Contractor's* Application for Payment shall clearly separate the costs at each of the project/sites.

## S 600 Quality management

## S 601 Samples

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

## S 602 Quality Statement

The *Contractor* shall provide a quality statement along with all RAMS to the *Client*, prior to the commencement of any operation to which the statement relates.

## S 603 Quality management system

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

#### S 604 BIM requirements

The Contractor shall provide the Client will all information that is to be stored within the Client's Common Data Environment on Completion, but the Contractor shall use the Sharepoint site during delivery to allow multiple users to access information.

S 700	Tests and inspections
S 701	Tests and inspections
S 702	Management of tests and inspections
S 703	Covering up completed work
S 704	Supervisor's procedures for inspections and watching tests

## S 800 Management of the works

S 801 Project team – Others



S 802 Communications

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

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

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

S 902 Co-operation

S 903 Co-ordination

The Contractor is to liaise with the Client and Others for the co-ordination of works and access.

S 904 Authorities and known utilities providers

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

•

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

## S 1100 Health and safety

### S 1101 Health and safety requirements

Health and Safety is the number one priority of the *Client*. The *Contractor* shall abide by the requirements of the *Client's* Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP) and will promote and adopt safe working methods and shall strive to deliver solutions that provided optimum safety to all.

#### S 1102 Method statements

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

The *Contractor* shall ensure the risk assessments and method statements for each operation includes:

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

## S 1103 Legal requirements

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

## S 1104 Inspections

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

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

S 1202 Acceptance procedures

S 1300 Title

Marking S 1301

S 1302 **Materials from Excavation and demolition** 

S 1400	Acceptance or procurement procedure

#### S 1500 Accounts and records

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

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

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

The *Contractor* shall provide a monthly report supported by photos, videos, maps, plans and drawings along with an updated programme for acceptance, forecast of the Defined Cost, and lessons learnt.

The *Contractor* will provide a resourced project / site programme and keep logs of all resources used to Provide the Works.

## S 1501 Additional Records

- 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)

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

S 1600	Parent Company Guarantee (Option X4)
N/A	

S 1700	Client's work specifications and drawings
S 1701	Client's work specification
S 1702	Drawings
S 1703	Standards the <i>Contractor</i> will comply with





Framework: Collaborative Delivery Framework

Supplier:

**Company Number:** 

Geographical Area: Midlands

Project Name: Embankments and Reservoirs Eastern Sites Bundle
Project Number:

Contract Type: Engineering Construction Contract

Option: Option C

Contract Number:

Stage: Construction

Revision	Status	Originator	Reviewer	Date

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

#### **Project Name**

Embankments and Reservoirs Eastern Sites Bundle

#### **Project Number**

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the Client and the Contractor in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this contract.

The following documents are incorporated into this contract by reference

#### 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 for resolving and avoiding disputes W2

Secondary Options

X2: Changes in the law

X5: Sectional Completion

X7: Delay damages

X9: Transfer of rights

X18 Limitation of Liability

X10: Information modelling
X11: Termination by the *Client* 

X20: Key Performance Indicators

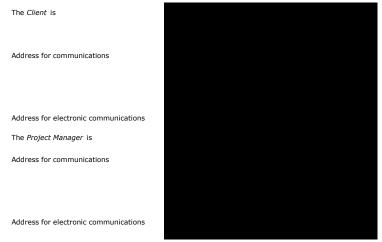
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

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

Z: Additional conditions of contract

The works are

Embankment and reservoir repairs to 4 sites in Eastern LNA



The Supervisor is TBC

Address for communications

Address for electronic communications

The Scope is in

Site Information for Embankments and Reservoirs Projects - Eastern Sites ECC Contract\_v1

The boundaries of the site are

LNA 21/"" Embankments and Reservoirs Eastern Site Bundle – boundaries of the site vP01 dated 19th October 2022

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 wee

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 ${\it Contractor's}\ {\it main}\ {\it responsibilities}$

The  $\ensuremath{\textit{key dates}}$  and  $\ensuremath{\textit{conditions}}$  to be met are

 condition to be met
 key date

 'none set'
 'none set'

 'none set'
 'none set'

 'none set'
 'none set'

The Contractor prepares forecasts of the total Defined
Cost for the whole of the works at intervals no longer
than

#### 3 Time

The starting date is

The access dates are part of the Site

Notice of Entry to each site

Notice of Entry for SP11-07C Medbourne FSR  $\,$ 

The  ${\it Contractor}$  submits revised programmes at intervals no longer than

The  $\it Completion \, \it Date \, for \, the \, whole \, of \, the \, \it works \, is$ 

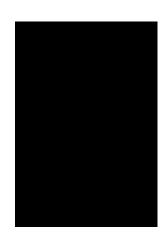
The  ${\it Client}$  is not willing to take over the  ${\it works}$  before the Completion Date

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

4 Quality management

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

The period between Completion of the whole of the  $\it works$  and the



4 weeks

4 weeks

defects date is 52 weeks

The defect correction period is 2 weeks except that . The defect correction period for Safety Issues is 24 Hours • The defect correction period for

#### 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

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

#### 6 Compensation events

The place where weather is to be recorded is Wittering

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
- hours . the number of days with snow lying at 9am

and these measurements:

Water levels where relevant to each site, as specified in the Site Specific Scope

- 1.
- 3.
- 4. 5.

The weather measurements are supplied by The Met Office

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

which were recorded at Wittering and which are available from

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

Feb Mar Sep Apr Oct May Nov Jun Dec

These are additional compensation events

- The Project Manager gives an instruction changing the Scope to 1. add additional sites (as named in the master scope), once site
- Delay to the works caused by water levels rising above 74.00 mAOD on the upstream side of the reservoir culverts that are to be repaired by a structural liner, at the SP11-07C Medbourne FSR
- site only.

  That any PMI issued in respect additional sites is to include a water level for each site. 3.
- 'not used' 4.
- 'not used'

#### 8 Liabilities and insurance

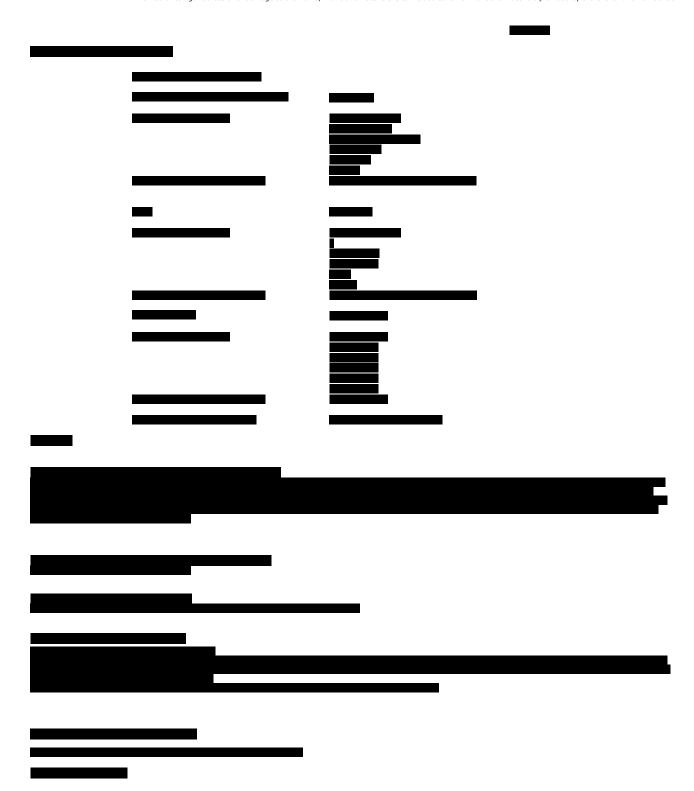
These are additional Client's liabilities

Any denial of access after access date is a CE under 60.1.(2) 'not used' 'not used'

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



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

#### Z7 Contractor's share

After cl54.2 and before cl54.3, insert the following additional clause:

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

#### Z10 Payments to subcontractors, sub consultants and

Subcontractors

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

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

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

#### **Z16 Disallowed Costs**

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

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

#### 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.

#### **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

#### **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 2022 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%.

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

Z30.2 Price Volatility Provision

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

Assessment x MF x L = PVP

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the Client. The PVP calculated at the last assessment before 30 June 2022 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 2022 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  $\it completion\ \it date\ for\ each\ \it section\ of\ the\ \it works\ is$ 

section description

1 SP11-07C Medbourne FSR Scope v02

2

**X7 plus X5** Delay damages for each section of the works are

section description

1 SP11-07C Medbourne FSR Scope v02

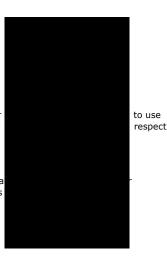
2



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

The minimum amount of insurance cover for claims made against the *Contr* skill and care normally used by professional providing information similar to of each claim

The period following Completion of the whole of the works or earlier termina maintains insurance for claims made against it arising out of its failure to us



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

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

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

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

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

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

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

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

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

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

The period for payment is

14 days

after the date on which payment becomes due

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

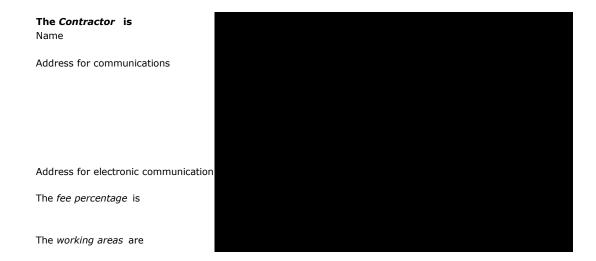
term

beneficiary

## Part Two - Data provided by the Contractor

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

#### 1 General



The key persons are

Name (1) Job Responsibilities Qualifications Experience The key persons are Name (2) Job Responsibilities Qualifications Experience 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

## 2 The Contractor's main responsibilities

The Scope provided by the  ${\it Contractor}$  for its design is in

3 Time

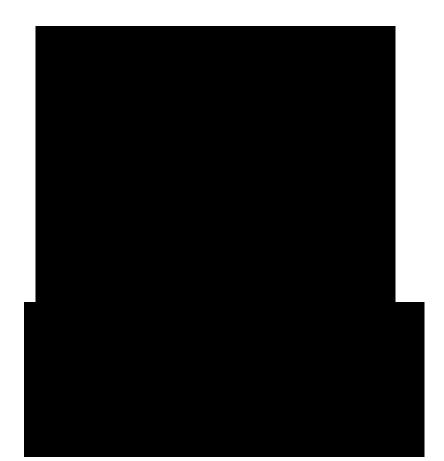
The programme identified in the Contract Data is

TP003 Medbourne FSA Option 1

5 Payment

The activity schedule is

## Resolving and avoiding disputes



**X10: Information Modelling** 

Contractor execution	Contract Execution	
Contractor execution		
	Contractor execution	