

ECSC Contract Template

Use the template on the pages that follow to assist you when preparing an NEC4 Engineering and Construction Short Contract (ECSC) under the

Asset Operation, Maintenance and Response (Asset OMR) Framework

For Lot 2 MEICA (Refurbishment and Maintenance)

Note to *Clients*: Please read before use.

Use the tables on the next page to record project, contract and version information.

This template has guidance notes in boxes, where relevant text needs to be added this is in [brackets]. Text prepopulated in Black should remain unaltered and is integral to effective contract management. All [brackets] and boxed guidance text should be removed before Scope is added into ECSC.

As a matter of clarity please define all abbreviated terms. They are prevalent within the [redacted] but may detract from the clear communication of your requirements unless they are spelled out in full.

NEC4 Reminder: Items in the Contract Data (e.g. *fee percentages*) should be written *italics*. Defined Terms (e.g. Compensation Events) should be written with Capital Letters. Some terms may be both Capitalised and *italicised* (e.g. *Client or Consultant*) being both a Defined Term and included in the Contract Data.

The Scope is owned by the [redacted] but can be contributed to by any project party prior to Pricing. Use the best skilled professional in a technical area. Ensure stakeholders have checked the document for pricing for areas of their interest. It is much preferable to resolve differences of opinion prior to contract commitment than after, whether that difference is within the EA, with key stakeholder or with the supplier.

Engage with Local Delivery Lead, MEICA Team Leader, MEICA Project Manager, Senior User, *Contractor*, Commercial Lead (if relevant)

Ensure the full document including the Scope is checked by the Commercial Services Manager (IDT) before issue for Pricing.

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework
Lot 2 MEICA (Refurbishment and Maintenance)

A contract between

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

And

[REDACTED]

For

Marsh Road Sluice Level Sensors

Contract Forms

- Contract Data
- The *Contractor's Offer* and *Client's Acceptance*
- Price List
- Scope
- Site Information

Contract Data

The *Client's* Contract Data

The <i>Client</i> is	[REDACTED]
Address for communications	[REDACTED]
Address for electronic communications [relevant Project Manager]	[REDACTED]
	The <i>Contract Administrator</i> is
Name	[REDACTED]
Address for communications	[REDACTED] [REDACTED]
Address for electronic communications	[REDACTED]
The <i>works</i> are	Marsh Road Sluice Level Sensors
The <i>site</i> is	SP36-52C Marsh Road Sluice Level Sensors Lincolnshire & Northants – Welland & Nene [REDACTED] [REDACTED] [REDACTED] National Grid Reference: TF2600224053 Postcode: PE12 6EX What-3-Words: ///echo.glow.s.renamed
The <i>starting date</i> is	[REDACTED]
The <i>completion date</i> is	[REDACTED]
The <i>delay damages</i> are	[REDACTED] Per day
The <i>period</i> for reply is	2 weeks
The period between completion of the <i>works</i> and the <i>defects date</i> is	52 weeks

The <i>defects correction period</i> is	4	Weeks, except that
The <i>defects correction period</i> for	[Incident work is]	[to be undertaken within ...]
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	Nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is:		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	1.2x the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2x the replacement cost	The <i>defects date</i> plus 2 years
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The <i>defects date</i> plus 2 years
The <i>Adjudicator nominating body</i> is	The Landscape Institute	
The <i>tribunal</i> is	Litigation in the courts	

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Z1	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed <i>subcontractor</i> to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed <i>subcontractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to <i>subcontractors</i> and <i>Delivery Partners</i> will be no more than 30 days from receipt of correct invoice.
Z2	██████████ as a regulatory authority
Z2.1	The ██████████ position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the ██████████ in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the <i>works</i> does not constitute statutory approval or consent.
Z2.3	An action by the ██████████ as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the <i>works</i> which the Scope states they are to design.

Z6.3	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and <i>subcontractors</i> • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack.

Z13	Contract Administrator
Z13.1	<p>Under Clause 14.5, the <i>Client</i> delegates their actions defined in the contract to the <i>Contract Administrator</i> except for:</p> <ul style="list-style-type: none"> • <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works • Clause 16 Access to the <i>site</i> and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination <p>The <i>Client</i> may replace the <i>Contract Administrator</i> after they have notified the <i>Contractor</i> of the name of the replacement.</p>
Z14	Inflation
Z14.1	<p>At the Contract Date the total of the Prices includes sums to cover inflation until Completion.</p> <p>On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.</p>

Contract Data

The *Contractor's* Contract Data

The *Contractor* completes this section. [Delete this guidance before issue].

	The <i>Contractor</i> is	
Name	[REDACTED]	
Address for communications	[REDACTED]	
Address for electronic communications		
The <i>fee</i> percentage is	[REDACTED]	%
The <i>people rates</i> are	As included in the Lot 2 Pricing Workbook	
category of person	unit	rate
The <i>published list of Equipment</i> is	Materials and Hire equipment	
The <i>percentage for adjustment for Equipment</i> is	[REDACTED]	

Sub-contractors

The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

██████████

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

██████████

Position

██████████████████

Signature

██████████████████████████████████████

Date

██████████

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client* [signatory in accordance with ██████████

Name

██████████

Position

██████████████████

Signature

██████████████████████████████████

Date

██████████

Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 2 Pricing Workbook. The *Client* and *Contractor* agree the items, quantities, and costs for the project by applying the relevant items and rates from the Lot 2 Pricing Workbook. The *Client* enters the relevant subtotals below and removes the unused headings. Delete this guidance before issue.

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 2 Pricing Workbook. The detailed price breakdown reference is [INSERT project specific file reference].

Ref	Description	Sub total
	Contracts Manager	
	Chartered Engineer	
	Graduate Engineer	
	Designer	
	Project Manager	
	Project Engineer	
	H&S Engineer	
	Quantity Surveyor	
	Electrical Supervisor (SMSTS)	
The total of the Prices		

The method and rules used to compile the Price List are:

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Pricing Workbook.

When ordering products and constructing the *works*: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

Scope

Guidance

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention. Please refer to NEC4 Engineering and Construction Short Contract clause 11.2(15). Delete this guidance before issue.

1. Description of the works

Guidance

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design. This needs to include the details of the work to be done by the *Contractor*. This information will determine what the *Contractor* is to include for in their Offer (Price) as well as what determines Completion. Make sure this is clear, concise and unambiguous. If it is in here, then the *Contractor's* Offer (Price) is deemed to include for it. Delete this guidance before issue.

1.1 Project background

1.1.1 Project Background: Refer to attached Marsh Road Sluice Level Sensors MEICA Specification Document.

1.1.2 Project Objectives: Refer to attached Marsh Road Sluice Level Sensors MEICA Specification Document. This includes the installation of a new radio link system (with dual redundancy) for all three telemetry sensors at Marsh Road Sluice. The outcome should be that upstream and downstream levels are communicated to the Automation System to inform the operation of the sluice gates.

1.1.3 Contract Specific Objectives: Refer to attached Marsh Road Sluice Level Sensors MEICA Specification Document. This includes the installation of a new radio link system (with dual redundancy) for all three telemetry sensors at Marsh Road Sluice. The outcome should be that upstream and downstream levels are communicated to the Automation System to inform the operation of the sluice gates.

1.2 Description of the works

1.2.1 The *works* are for the installation of a new radio link system (with dual redundancy) for all three telemetry sensors at Marsh Road Sluice. The outcome should be that upstream and downstream levels are communicated to the Automation System to inform the operation of the sluice gates. Refer to attached Marsh Road Sluice Level Sensors MEICA Specification Document.

1.2.2 The *Contractor shall* maintain the *works* from Completion until the *rectification dates*.

1.3 Contractor's design

1.3.1 None required.

1.4 Accommodation

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1 Prior to first entry to the site to undertake physical *works*, the *Contractor* shall record the condition of the site and accesses to the site through photographs and videos. These are submitted to the *Client* for record keeping. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

1.6 Sharing the Site with the *Client* and Others

1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract, including landowners or occupiers along the access route to the site.

1.6.2 The *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. [State any requirements that have been agreed with Others.]

- 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.
- Reinstate the access route to its original condition, after use by the *Contractor*.

1.7 Management of the Works

1.7.1 The *Client* and *Contractor* administer the contract using the *Client's* contract management tools. This is currently FastDraft but may be transferred to similar systems from time to time.

1.7.2 The *Client* and *Contractor* attend the following meetings:

- Project start meeting
- Monthly progress meetings from the *starting date* to the acceptance by the *Client* of the newly issued report from the *Contractor*. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings. The *Contractor* does not have to provide accommodation for such meetings on site.
- Monthly commercial meetings from the *starting date* to one month beyond the date of the acceptance by the *Client* of the newly issued report from the *Contractor*. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

1.7.3 The *Contractor* shall produce a progress report and submit this with their updated programme a minimum of 2 working days ahead of the monthly progress meeting. This report:

- highlights the progress achieved since the last programme submission.
- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explains what actions are being implemented to mitigate any delay,
- state the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,

- details any lost days due to weather,
- summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices,
- includes site photos of progress achieved since the previous progress report.

1.7.4 [Consider if any deliverables are expected that would require submitting and in alignment to the Employer's Information Requirements (EIR)]. Not applicable.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: MET Office weather station at RAF Waddington in Lincolnshire.

1.8.2 The weather measurements are to be supplied by: The *Contractor* from the MET office on occasions when needed.

1.9 Quality Management

1.9.1 The *Contractor* shall carry out the following tests and inspections:

- Tests and inspections are covered by the scope of the phase-1 contract. It is not applicable for the phase-2 contract.

1.9.2 The *Client* shall carry out the following tests and inspections:

- [INSERT project specific requirements for joint tests and inspections, e.g. setting out, tree protection, fencing, topsoil, plant material etc.]. Not applicable.

1.9.3 Until the *defects date*, the *Client* shall instruct the *Contractor* to search for a defect.

1.9.4 The *Client* shall notify a defect to the *Contractor* at any time before the defects date.

1.9.5 The *Contractor* shall correct a defect whether or not the *Client* has notified it.

1.9.6 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.9.7 The *Client* shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:

- The end of the last defect correction period and
- The date when all notified defects have been corrected.

1.9.8 The *Contractor* and the *Client* may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the *Contractor* and the *Client* are prepared to consider the change, the *Contractor* shall submit a quotation for reduced Prices or an earlier completion date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.9 If the *Contractor* has not corrected a notified defect within its defect correction period, the *Client* shall assess the cost of having the defect corrected by other people and the *Contractor* shall pay this amount.

1.10 Consents, Permits and Licenses

1.10.1 The *Client* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works. [The following agreements are in place....]

1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works, including but not limited to:

- [project specific requirements e.g. environmental permit, works in proximity to a listed building]. Not applicable for this inspection work.

1.11 Health, Safety & Environment

1.11.1 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.

1.11.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.

1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. On this contract, the *Contractor* acts as *Principal Contractor* under the CDM Regulations.

1.11.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the *period of reply* to respond to the RAMS.

1.11.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP)

1.12 Procurement of subcontractors

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the *contractor* shall use sustainability, quality and price criteria when selecting *subcontractors*, evidence of how this was undertaken to be retained and made available to the *Client* if required.

1.12.2 In accordance with Schedule 7 Clause 2.1.6, the *contractor* shall ensure that supply chain opportunities are inclusive and accessible to Small and medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.

1.12.3 In accordance with Schedule 7 Clause 2.1.1, the *Contractor* shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-contractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful *subcontractor*.

1.13 Title

Guidance

State the requirements for marking Equipment, Plant and Materials which are outside the Working Areas by the *Client*, for payment and transfer of title to the *Client*. The Scope should state which items are to be prepared for marking, and how this is to be done. Identify any tests which must be passed before items are accepted for marking.

The Scope should state which materials arising from excavation and demolitions the *Contractor* has title to.

Marking

1.13.1 [State requirement for marking, and how this is to be done e.g. selection of specimen plants prior to delivery to site]

Materials from Excavation and demolition

1.13.2 [Clause 70.2 Decide the title of materials from excavation and demolition – the default is that the *Contractor* has title. State whether the *Client* wishes to salvage any such materials, and if so where they are to be delivered or collected from, and by whom.]

1.14 Completion

1.14.1 Prior to Completion the *Contractor* shall arrange a joint inspection with the *Client*. The initial inspection shall take place a minimum of one week in advance of the Completion. Completion is achieved and certified only when the *works* have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The *Client* is responsible for making their initial judgement following the joint inspection.

1.14.2 The following criteria must be met for the *works* to be certified as Complete [delete, add or amend to the following examples as required for each specific project]:

- De-silting or silt dispersion works to facilitate the forthcoming inspection works.

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

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
 - As-built drawings if there have been any changes to design
 - Maintenance plans
- Acceptance by the *Client* of the newly issued report.

1.15 ACCOUNTS AND RECORDS

1.15.1 The *Contractor's* application for payment shall be submitted on FastDraft and supported by a breakdown of the *works* for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

1.15.2 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*).

1.15.3 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

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1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: monthly

1.16.2 Location: 

1.16.3 Chairperson (who will also take and distribute minutes): 

2. Drawings

Guidance

Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
MEICA Management - Low voltage electrical equipment (LIT 13129)		
AOMR Technical Specifications – Lot 2 – MEICA Refurbishment and Maintenance	V 1	
Lot 2 – MEICA Specification		
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	
Exchange Information Requirements (EIR)	V3	

4. Constraints on how the *Contractor* Provides the Works

Guidance

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*. Enter anything here that will restrict the *Contractor's* methodology, timing or sequencing of the *works*. Consider the inclusion of things like:

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract
2. The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the [REDACTED] prior to starting the *works*. Delete this guidance before issue.

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to [REDACTED]. The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.2 All communications from the *Contractor* to the *Client* shall be sent to [REDACTED]

4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on *site* are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in *Contractor's* Equipment.

4.3.3 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.3.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

4.3.5 In order to assess the extent of work, the *Contractor* shall visit each site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.

4.3.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

4.3.7 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing his quotation.

4.3.8 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor's* programme, proposed access routes and method statements. Compensation claims incurred due to the *Contractor's* failure to comply with its programme, access routes and/or method statements will be passed on to the *Contractor*.

4.3.9 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

4.3.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

4.3.11 A key, which must be returned on completion of the works, will be provided as necessary to allow access through the *Client's* gates.

4.3.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.

4.3.13 Seven (7) working days' notice of commencement of works shall be given to the *Client*.

4.3.14 Two (2) working days' notice must be given to the *Client* in advance of completion of the works.

4.3.15 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.

4.3.16 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.

4.3.17 The *Client* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

4.3.18 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request.

4.3.19 No mud or other debris to be deposited on any tarmac areas outside the site access gate, any such material to be removed immediately.

4.3.20 The *Contractor* shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.

4.3.21 Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on *Contractor* performance.

4.3.22 No fires may be lit on site unless expressly authorised by the *Client*.

4.4 Choice of Equipment

4.4.1 The *Contractor* shall choose the most appropriate plant to complete the works.

4.4.2 The *Contractor* ensures that all plant is maintained.

4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.

4.4.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.5 Permits

4.5.1 Works will require the *Contractor* to obtain a Flood Risk Activity Permit from the [REDACTED] where required.

4.5.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. The *Client* has, where possible, started the application process which will need to be transferred to the *Contractor* and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

4.6 Working times

4.6.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

4.7 Site Restrictions

4.7.1 [Consider any restrictions within the Site e.g. location of spoil heaps, water restrictions, and list here]

5. Requirements for the programme

Guidance

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1). Delete this guidance before issue.

5.1 The *Contractor* shall submit their first programme with the *Contractor's* Offer for acceptance.

5.2 The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project formats.

5.3 The *Contractor* shall show on each programme submitted for acceptance:

- the *starting date* and Completion Date
- the critical path
- the dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works
- the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
- lead in periods for materials and sub-contractors,
- the order and timing of the work of the *Client* and others required for the *Contractor* to provide the *works*,
- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract,
- the *Contractor* shall allow one week for the review by the *Client* of the submitted site inspection report.

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- The *Contractor's* plans which it shows are not practicable
- It does not represent the *Contractor's* plans realistically or
- It does not comply with the Scope

5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1) week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

5.6 The *Contractor* shall show on each revised programme:

- The actual progress achieved on each operation and its effect upon the timing of the remaining work
- How the *Contractor* plans to deal with any delays and to correct notified Defects and
- Any other changes which the *Contractor* proposed to make to the Accepted Programme

5.7 The *Contractor* shall submit a revised programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to and, in any case,
- At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*

From	To	Interval
<i>Starting date</i>	Start of establishment period	██████
Start of establishment period	End of establishment period	████████
Start of maintenance	Completion	██████

5.8 [INSERT any additional requirements]

6. Services and other things provided by the *Client*

Guidance

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment. Delete this guidance before issue.

Item	Date by which it will be provided
Site Information	With this contract document
Hazard Map	Not Applicable
Fastdraft Access	██████████

7. Site Information

Guidance

Include pre-existing information about the site as required. Do not include any instruction about the Services or any constraints as these are covered elsewhere in the contract]

Delete this guidance before issue.

The site

Description: The Marsh Road Sluice is located in Spalding in the Welland Catchment, on the Coronation Channel near its confluence with the River Welland. It is in Lincolnshire, at Grid Reference TF2600224053.

There are two level sensors upstream of Marsh Road Sluice (an average of the two readings is taken) and one Tidal sensor downstream, the levels from which are used as part of the sluice automation to inform the movement of the sluice gates.

There are problems with the Tidal Level Sensor which were reported by the Hydrology and Telemetry team. The Cables appear to be damaged and either need replacing, which will

involve installing Stop Logs, trenching and roadworks, or alternatively (as the preferred solution) will require the installation of a new Radio Link.

Existing utilities and services

Drawings: Not applicable. The *Contractor* will obtain these, if required.

Other information: Refer to ECS's Health & Safety File due to be produced by ECS imminently.

Soils and Ground water

Information: Not applicable.

Site investigation

Report: Not applicable.

Site location plans

Issue details: Refer to these documents.

Site Location Plan, Site Access & Site Plan and General Location Plan, as shown on pages 5 - 7 of the attached MEICA Specification Scope document, along with three site photograph views.

Health and safety file

Issue details: No H&S File is available. Refer to the Pre-Construction Information included on pages 13 within the attached MEICA Specification Scope document. Supplementary information is also available in the Appendices to the attached MEICA Specification Scope document, such as within the Public Safety Risk Assessment document.

Access to site

Description: Site Location Plan, Site Access & Site Plan and General Location Plan, as shown on pages 5 - 7 of the attached MEICA Specification Scope document, along with three site photograph views.

Limitations: Not Applicable.

Access for inspections: As above.

Use of the site

General: The site is an [REDACTED] asset used for flow control and flood alleviation in the River Welland catchment.

Limitations: Used for [REDACTED] approved purposes.

Surrounding land / building uses

General: Site Location Plan, Site Access & Site Plan and General Location Plan, as shown on pages 5 - 7 of the attached MEICA Specification Scope document, along with three site photograph views.

Health and safety hazards

Refer to the Pre-Construction Information included on pages 13 within the attached MEICA Specification Scope document. Supplementary information is also available in the Appendices to the attached MEICA Specification Scope document, such as within the Public Safety Risk Assessment document.