



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

**Collaborative Delivery Framework**  
**Jackson Civil Engineering Group Ltd**  
**06778819**

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

**Midlands**  
**Avon Weirs and Sluices Underwater Surveys**  
**ENV0000763C**

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

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

**Contract Number:**

**33277**

Revision	Status		Originator		Reviewer		Date

## ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework

### CONTRACT DATA

**Project Name** Avon Weirs and Sluices Underwater Surveys

**Project Number** ENV0000763C

This contract is made on 30 June 2021  
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  
Avon Weirs Sluices - Survey Scope 2.0. Dated 22nd June 2021

### 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

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X15: *Contractor's* design

X18 Limitation of Liability

X20: Key Performance Indicators

Y(UK)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

Undertake underwater surveys for the Avon Weirs & Sluices in the summer of 2021.

The *Client* is

Environment Agency

Address for communications

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

Address for electronic communications

[REDACTED]

The *Project Manager* is

NA

Address for communications

Address for electronic communications

The *Supervisor* is

NA

Address for communications

Address for electronic communications

The *Scope* is in  
Avon Weirs Sluices - Survey Scope 2.0. Dated 22nd June 2021

The *Site Information* is in  
Appendix 2 to the *Scope*

The *boundaries of the site* are  
As detailed in Appendix 2 to the *Scope*

The *partner contract* is  
NA

The *language of the contract* is English

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

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register

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

2 weeks

## 2 The Contractor's main responsibilities

The *key dates and conditions* to be met are  
*condition* to be met  
'none set'  
'none set'  
'none set'

*key date*  
'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

4 weeks

## 3 Time

The *starting date* is

01 July 2021

The *access dates* are  
part of the Site  
EA staff and systems  
Site Access

date  
01 July 2021  
05 July 2021

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

4 weeks

The *Completion Date* for the whole of the *works* is

31 August 2021

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

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

4 weeks

## 4 Quality management

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

4 weeks

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

52 weeks

The *defect correction period* is 2 weeks except that  
• The *defect correction period* for 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 %	0 %
from	80 %	to 120 %	as set out in Schedule 17
greater than		120 %	as set out in Schedule 17

## 6 Compensation events

The place where weather is to be recorded is

The nearest calibrated Met Office Weather Station to each asset

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. Not required
2. Not required
3. Not required
4. Not required
5. Not required

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 nearest calibrated Met Office Weather Station to each a  
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	Not required	Jul	Not required
Feb	Not required	Aug	Not required
Mar	Not required	Sep	Not required
Apr	Not required	Oct	Not required
May	Not required	Nov	Not required
Jun	Not required	Dec	Not required

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st April 2021 and 31st August 2021
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

## 8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

£15,000,000

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

not less than the amount required by law

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

## Resolving and avoiding disputes

The *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 for or providing the *works*.

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

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

Clause 60.1 (12) is deleted from this contract.

#### **Z 2B: Water levels: *Contractor's* risk**

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

#### **Z3 Prevention: No change to prices**

Delete first sentence of clause 62.2 and replace with:

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

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

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

#### **Z 4 The Schedule of Cost Components**

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

#### **Z 6 Payment for Work**

Delete existing clause 11.2 (31) and replace with:

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

#### **Z7 Aggregated *Contractor's* share**

Delete existing clauses 54 and 93.4 and replace with:

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

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

54.9 If, prior to the Completion Date, the Aggregated Price for Work Done to Date exceeds 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices is retained from the *Contractor*.

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

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

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

- the total of
    - o the Defined Cost which the *Contractor* has paid and
    - o which it is committed to pay for work done before terminationand
  - the total of
    - o the Defined Cost which the *Contractor* has paid and
    - o which it is committed to payin the *partner contract* before the date the termination certificate is issued under this contract.
- The assessment uses as the Aggregated Total of the Prices the sum of
- the total of
    - the lump sum price for each activity which has been completed and
    - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completedand
  - the total of
    - the lump sum price for each activity which has been completed and
    - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completedin the *partner contract* before the date the termination certificate is issued under this contract.

Add:

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

- the total of the Prices and
- the total of the Prices in the partner contract

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

- the Price for Work Done to Date and/
- the Price for Service Provided to Date in the *partner contract*.

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

Subcontractors

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

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

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

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

#### **Z18 Payment of pain/gainshare and programme incentivisation**

Delete existing clause 54.3 and replace with:

54.3 The *Project Manager* makes regular assessments of the *Contractor's* share until the Completion Date using forecasts of the final Price for Work Done to Date and the final total of the Prices. This share is included in the amount due in the following assessment. The *Project Manager* shall be entitled to take the *Contractor's share* percentage into account when assessing amounts in clause 50 and clause 51 due for payment at each assessment date thereafter. The *Project Manager* shall not assess any amount greater than the amount due when the forecast reaches the top *share range* in the Contract Data Part 1 (120% of the total of the Prices).

Delete existing clause 54.4 and replace with:

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

Insert the following new clause 54.5:

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

Insert the following new clause 54.6:

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

#### **Z21 Requirement for Invoice**

Add the following sentence to the end of clause 51.1:

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

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

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

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

#### **Z22 Resolving Disputes**

Delete W2.1

#### **Z23 Risks and insurance**

Replace clause 84.1 with the following

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

## Secondary Options

### OPTION X2: Changes in the law

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

### OPTION X7: Delay damages

#### X7 only

Delay damages for Completion of the whole of the *works* are



### 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 years

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

£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 years

### 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

£5,000,000.00

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 *Contractor* is**

Name

Address for communications

Address for electronic communications

The *fee percentage* is

The *working areas* are

As detailed in Avon Weirs & Sluices Underwater Surveys Scop

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  
Brexit

### 2 The Contractor's main responsibilities

The Scope provided by the *Contractor* for its design is in

**3 Time**

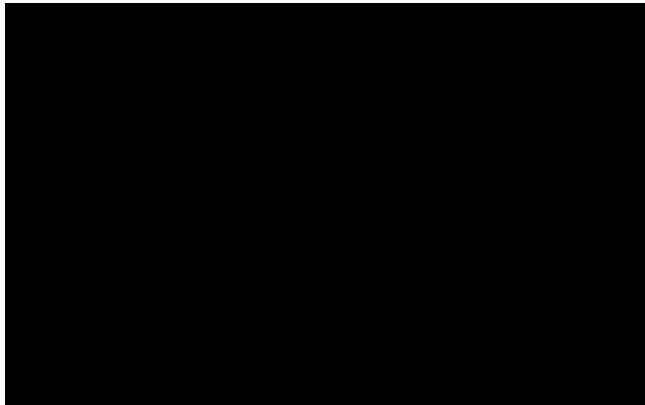
The programme identified in the Contract Data is

**5 Payment**

The *activity schedule* is

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Contractor* are



**X10: Information Modelling**

The *information execution plan* identified in the Contract Data is

## Contract Execution

*Client* execution



*Contractor* execution

*Consultant* execution



# ECC Scope Template

## NEC4 engineering and construction contract (ECC)

LIT 13260

**Document category: COMPULSORY**

Use the template on the pages that follow to assist you when preparing the Scope for an NEC4 engineering and construction contract (ECC).

## Environment Agency NEC4 engineering and construction contract (ECC) Scope

### Project / contract information

Project name	Avon Weirs & Sluices Underwater Surveys
Project SOP reference	ENV0000763C
Contract reference	33277
Date	22nd June 2021
Version number	2.0
Author	

### Revision history

Revision date	Summary of changes	Version number
30.04.21	Second Draft – changes in line with CH&KT comments, inc revised template	0.1
26.05.21	Second Draft – changes in line with AW comments	0.2
09.06.21	Formally Issued. Changes from 0.2 accepted	1.0

customer service line  
03708 506 506

[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

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 Technical Requirements	Insert latest version of MTR on Sharepoint	Insert date of latest version of MTR on Sharepoint

## Contents List

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

Appendix 1 BIM Protocol – Production and Delivery Table

Appendix 2 Avon Weirs & Sluices Performance Specification – Underwater  
Survey

## **S 100 Description of the works**

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

Undertake underwater surveys for the Avon Weirs & Sluices in the summer of 2021. The proposed surveys will complement the above-water understanding of the assets, identifying any issues and risks and providing detailed data to inform any necessary remedial investment.

The objectives of the surveys are to:

- Provide structural information on the assets included within the survey
- Identify issues or areas of concern
- Provide a clear understanding of the condition of each of the assets stated and enable recommendations to be made for any improvement works needed

The detailed specification of the survey work is set out in the attached Avon Weirs & Sluices Performance Specification – Underwater Survey (Issued 24/03/2021, see Appendix 2).

Undertake the role of Principal Contractor for these surveys.

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

The Environment Agency own, or are responsible for, 26 weir and sluice structures over 40 miles of the River Avon that are primarily for navigation purposes and have a legal obligation to maintain them. Many of the assets have reached their expected design life. The last substantial programme of works on the structures occurred in the early 1990s and only essential maintenance has been carried out on them since, leading to a gradual deterioration in their condition and an increasing risk of failure.

The 26 weir and sluice structures are as per the table below

Stratford Weir	Fladbury Sluices	Nafford Sluices
Lucy's Mill Weir	Crothorne Weir	Berwick Weir
Lucy's Mill Sluice	Wyre Weir East	Strensham Weir
Welford Weir	Wyre Weir West	Strensham Sluice
Harvington Weir	Pershire Weir	Abbey Mill Sluice
Evesham Weir	Pershire Sluices	Stanchard Pit Weir
Chadbury Mill Weir	Eckington Sluices	Stanchard Pit Sluice
Fladbury Weir	Nafford Weir	Alvestone Weirs (x 2)
Barford		

Undertake surveys in accordance with Appendix 2: Avon Weirs & Sluices Performance Specification – Underwater Survey

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

### **S 201      General constraints**

Each site will have its own access considerations, water levels and safety constraints which must be identified by the *Contractor*. The most appropriate methodology for the delivery of the *works* is to be determined by the *Contractor*.

*Contractor* to support the *Client's* in liaison with relevant land-owners and navigation authority to ensure appropriate access as required. The *Client* will issue any Notices of Entry if required.

All work is to be carried out in accordance with the Environment Agency Safety, Health, Environment & Wellbeing (SHEW) Code of Practice.

The *Client* accepts the risk for the flow conditions (depth, turbidity) being unsuitable for undertaking the underwater survey and any delay to the programme caused by this. The *Contractor* is to make the *Client* aware of why the conditions are unsuitable at the earliest opportunity and always within 24 hours of making any assessment.

### **S 202      Confidentiality**

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

The *Contractor* may publicise the *works* only with the *Client's* written permission.

### **S 203      Security and protection on the site**

*Contractor* to ensure there is no increased risk to the public during the undertaking of the *works*.

Mechanical and electrical isolations to be identified and undertaken by the *Client's* MEICA team before commencement of the *works*.

### **S 204      Security and identification of people**

All security, vetting and identification of people working on or visiting the Site is to be in accordance with the *Contractor's* Policy.

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

Only non-intrusive *works* are to be performed, with the exception of light vegetation clearance as required to see the structural elements.

### **S 206      Protection of the *works***

None identified.

### **S 207      Cleanliness of the roads**

Not Used

### **S 208      Traffic Management**

Not Used

### **S 209      Condition survey**



The *works* are to carry out a condition survey in accordance with Appendix 2: Avon Weirs & Sluices Performance Specification – Underwater Survey

**S 2010      Consideration of Others**

The surveys (including travel between sites) are being carried out in a public environment. Full consideration of members of the public is required throughout, in accordance with the *Contractor's* Policy.

**S 2011      Control of site personnel**

Control of site personnel is to be in accordance with the *Contractor's* Policy.

**S 2012      Site cleanliness**

Not Used

**S 2013      Waste materials**

Not Used

**S 2014      Deleterious and hazardous materials**

Not Used

**S 300      *Contractor's design***

Not used

**S 301      Design responsibility**

Not Used

**S 302      Design submission procedures**

Not Used

**S 303      Design approval from Others**

Not Used

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

Not Used

**S 305      Design co-ordination**

Not Used

**S 306      Requirements of Others**

Not Used

**S 307      Copyright/licence**

Not Used

**S 308      Access to information following Completion**

Not Used

**S 309      Site investigations**

Not Used

## **S 400      Completion**

### **S 401      Completion definition**

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

- 2 copies of the relevant documentation to this commission (i.e. survey output summary reports and associated information)
- Transfer to the *Client* databases of BIM data
- Population of the Client's latest version of the Project Cost Tool, or its successor

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

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

Not Used.

### **S 403      Training**

Not Used.

### **S 404      Final Clean**

Not Used.

### **S 405      Security**

Not Used.

### **S 406      Correcting Defects**

Not Used

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

Not used

### **S 408      Take over**

Not used

## **S 500 Programme**

### **S 501 Programme requirements**

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

### **S 502 Programme arrangement**

Not used

### **S 503 Methodology statement**

Methodology statement to be submitted to *Client* for review and acceptance a minimum of two weeks in advance of undertaking the works.

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

Access and isolation requirements involving Environment Agency activities are to be shown on the Programme.

### **S 505 Information required**

In accordance Section 6, Deliverables of the Avon Weirs & Sluices Performance Specification – Underwater Survey.

### **S 506 Revised programme**

The programme shall be revised on a monthly basis, to be submitted with *Contractor* forecasts by 10<sup>th</sup> of the month to coincide with PoL updates. Each programme submission should highlight any changes and provide an explanation of these.

The *Contractor* shall issue the first end-to-end programme within two weeks of contract award.

**S 600      Quality management**

**S 601      Samples**

Not used

**S 602      Quality Statement**

Not used

**S 603      Quality management system**

Not used.

**S 604      BIM requirements**

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

The *Client* produces the project's Information Delivery Plan (IDP). The *Contractor* develops a BIM Execution Plan (BEP) to meet the requirements set out in Appendix 1. As a minimum the BEP includes a description of how the Project's IDP is to be delivered. The BEP is to be submitted to the *Client's* Project Manager for acceptance four weeks after Contract Date. The accepted plan is adhered to for the duration of the Contract.

The *Contractor* complies with the Employer's Information Requirements (EIR, v2.4).

**S 700      Tests and inspections**

Not used

**S 701      Tests and inspections**

Not used

**S 702      Management of tests and inspections**

Not used

**S 703      Covering up completed work**

Not used

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

Not used

## **S 800      Management of the works**

### **S 801      Project team – Others**

Not used.

### **S 802      Communications**

The *Contractor* will:

- Attend 2 hr long monthly progress meetings and draft record minutes, the *Client* to issue.
- Attend 1 hr long bi-weekly progress teleconferences.
- Produce monthly financial updates and forecasts meeting the *Client's* project reporting timetable together with progress reports. These are to be provided by the 10th day of each month.
- Provide progress updates in accordance with Section 6, Deliverables of the Avon Weirs & Sluices Performance Specification – Underwater Survey.

The *Contractor* is to deliver a monthly progress report in a format agreed with the *Client*, giving progress against the programme and deliverables. The report must summarise the following:

- *Works* completed to date
- *Works* outstanding
- Programme
- Finances
- Risks and Issues

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

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

Not used

**S 902      Co-operation**

Not used

**S 903      Co-ordination**

*Contractor* to engage with *Client* and Consultant as necessary to deliver the *works*, including, but not limited to, the undertaking of M&E isolations.

**S 904      Authorities and utilities providers**

Not used

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

Not used



**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***

- None

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

- Mechanical and Electrical isolations

## **S 1100    Health and safety**

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

Additional H&S requirements include:

- Compliance with Diving Contract Coordinator requirements

### **S 1102    Method statements**

The *Contractor* is required to submit method statements and risk assessments to the *Project Manager* for acceptance by the Principal Designer and Diving Contract Coordinator.

### **S 1103    Legal requirements**

Not Used

### **S 1104    Inspections**

Not Used

## **S 1200    Subcontracting**

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

The *Contractor* may subcontract work using an NEC contract. The standard subcontracting restrictions apply. The *Contractor* should notify the *Client* of any subcontractors to be used to undertake the *works* in advance.

### **S 1202    Acceptance procedures**

Clauses 26.3 and 11.2(25) (Option C). The basic requirement for submission and acceptance is dealt with in subclause 26.3

**S 1300    Title**

Not used

**S 1301    Marking**

As above

**S 1302    Materials from Excavation and demolition**

Not Used

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

None required.

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

### **S 1501    Additional Records**

Clause 52.2 (Option C) List the additional records to be kept by the *Contractor*. This may include but not be limited the following:

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

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

**S 1600 Parent Company Guarantee (Option X4)**

Not Used

**S 1700 *Client's* work specifications and drawings**

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

Avon Weirs & Sluices Performance Specification – Underwater Survey (Issued 24/03/2021).

**S 1702 Drawings**

Not used

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

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

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

## Appendix 1 BIM Protocol – Information Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan remains within the *Site Information* unless it is referenced elsewhere within the *Scope*

[www.Pow.bim4.info](http://www.Pow.bim4.info)

## Appendix 2 – Avon Weirs & Sluices Performance Specification – Underwater Survey. (Issued 24/03/2021)

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by suppliers.



