



Framework: Collaborative Delivery Framework
Supplier: Jackson Civil Engineering Group Ltd
Company Number: [REDACTED]

Geographical Area:
Project Name: Hodnet Storage Building and Pump Replacement (Demolition)
Project Number: ENVWRA00548C

Contract Type: Engineering Construction Contract
Option: Option C

Contract Number: [REDACTED]

Revision	Status	Originator	Reviewer	Date

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

Project Name Hodnet Storage Building and Pump Replacement (Demolition Works)

Project Number [REDACTED]

This contract is made on 14 January 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
Hodnet ECC Option C Scope Dec 2020 v2 - 14.12.20

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	[REDACTED]
Opti	[REDACTED]
Seco	[REDACTED]

The *works* are

Contract to demolish the storage building at Hodnet Groundwater Pumping Station.

The *Client* is

Address for communications

Address for electronic communications

The *Project Manager* is

Address for communications

Address for electronic communications

The *Supervisor* is

Address for communications

Address for electronic communications

The *Scope* is in
Hodnet ECC Option C Scope Dec 2020 v2 - 14.12.20

The *Site Information* is in
Asite

The *boundaries of the site* are
N/A

The *partner contract* is
N/A

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 every 1 week (to be incorporated into the progress call)"

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'

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

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

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

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

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

4 weeks

4 Quality management

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

4 weeks

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

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

6 Compensation events

The place where weather is to be recorded is Shawbury weather station

The *weather measurements* to be recorder for each calendar month are
• the cumulative rainfall (mm)

- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

- 1.
- 2.
- 3.
- 4.
- 5.

The *weather measurements* are supplied by Met Office
 The *weather data* are the records of past weather measurement for each calendar month
 which were recorded at Shawbury Weather sta
 and which are available from Met Office

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

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

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time. between 1st November 2020 and 31st March 'not used'
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

██████████

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

████████████████████

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 2B: Water levels: Contractor's risk

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

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

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

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

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

Z 4 The Schedule of Cost Components

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

Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:

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

Z7 Aggregated Contractor's share

Delete existing clauses 54 and 93.4 and replace with:

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

Add:

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

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

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

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

Z10 Payments to subcontractors, sub consultants and

Subcontractors

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

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

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

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

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

Transfer of rights clause Z11

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

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

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

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

Z11.2 Except as provided in clause 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



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



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



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 *Client's* property is limited to



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



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

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.

OPTION X9 - Transfer of Rights

OPTION X11 - Termination by the Client

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 Jackson Civil Engineering Group Ltd

Address for communications



Address for electronic communications



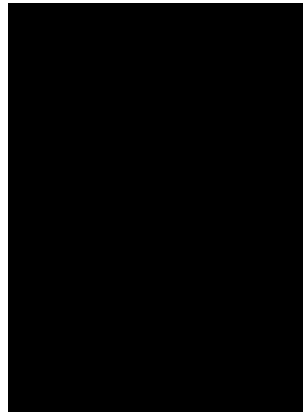
The fee percentage is



The working areas are

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

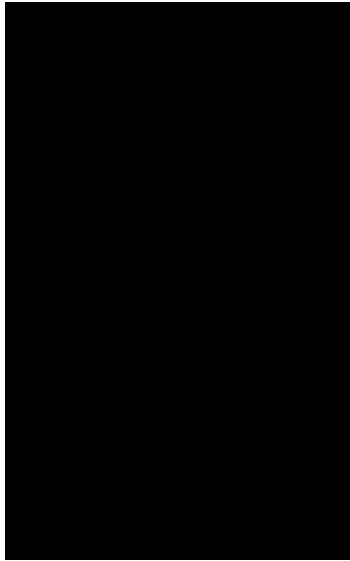
The *Senior Representatives* of the Contractor are

Name (1)
Address f

Address f

Name (2)
Address f

Address f



X10: Information Modelling

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

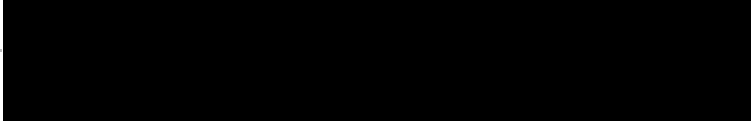
Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

Signature



Contractor execution

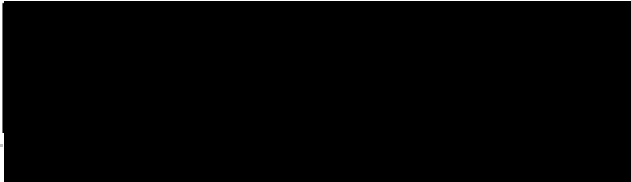
Consultant execution

Signed under hand by

for and on behalf of

Jackson Civil Engineering Group Ltd

Signature



Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	Hodnet Storage Building and Pump Replacement (Demolition Works)
Project SOP reference	██████████
Contract reference	TBC
Date	14.12.20
Version number	02
Author	████████████████████

Revision history

Revision date	Summary of changes	Version number
04.12.20	First issue	01
14.12.20	Addressing JCE's comments.	02

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	2.0	18/03/20

customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
0845 988 1188

www.environment-agency.gov.uk

Contents List

- S 100 Description of the *works*
- S 200 General constraints on how the *Contractor* provides the *works*
- S 300 *Contractor's* design
- S 400 Completion
- S 500 Programme
- S 600 Quality management
- S 700 Tests and inspections
- S 800 Management of the *works*
- S 900 Working with the *Client* 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 *Client's* work specifications and drawings

Appendix A – Planning Permission from Shropshire County Council

Appendix B – Hodnet Demolition Site Plan

Appendix C – Level 2 Heritage Assessment

Appendix D – Ecological Report

Appendix E – Structural Engineers Report

Appendix F – WPD Service Plan

S 100 Description of the works

S 101 Background

The Environment Agency owns and operates two groundwater abstraction boreholes, alongside a brick storage building facility, at Hodnet, North Shropshire. This asset forms part of the Phase 1 & 4 area of the Shropshire Groundwater Scheme. The site is built along the side of a disused railway line. The former engine repair building is now used as the site storage by the Environment Agency. The structural condition of this building is the focus of this project.

The storage building is of brick masonry construction, and consists of a single open plan space, approximately 17m x 10m internally, with a clear height of approximately 6m to the underside of the roof steelwork. A structural engineer's report was produced by George Rogers, RCL Design Engineer, on 25th July 2018.

Outline findings:

- There are clear signs that both gable ends are slowly becoming detached from the side walls, including extensive cracking in masonry of the east and west elevations at the corners of the building, where the north and south gable ends are moving away.
- The gable walls are noticeably out of plumb and bulge towards the centre. Checked with a 1.8m spirit level, the centre of the south gable was 25mm out of plumb.
- The roof purlin supports are damaged at both ends. This is worst on the southern elevation where the masonry supporting the purlins has been dislodged by the movement – it is likely that the roof is now taking little or no support from the gable, particularly at the apex.
- The purlins are steel angles with wood block infill for attaching the roof boards. Due to the orientation of the angles, water ingress has collected and caused rusting of the angles, with a significant loss of section.
- There is significant damp visible internally and corresponding vegetation growth externally.

Due to the identified Health and Safety risk of the structure, and the impact on the Shropshire Groundwater Scheme, it is the Environment Agency's intention to demolish the storage building.

Following the approval from Shropshire County Council for planning permission (see Appendix A for further details) to demolish the storage building at Hodnet Groundwater Pumping Station, the Environment Agency are now commissioning a contractor to undertake the demolition.

S 102 Description of the works

A site plan, including the location of the storage building to be demolished, is included in Appendix B.

The site currently consists of one main storage building and two groundwater abstraction boreholes. The site boundary is shown on Appendix B. This site is enclosed by security fencing with two access gates. Access to the site is via the access track running through the site. Note, the residential property to the north of the site has third party access along the track. This access road must be kept clear at all times.

The storage building is to be demolished only.

Demolition Asbestos Survey has been undertaken for the building. The *Client* will provide a copy to the *Contractor* when the report is available, prior to the demolition being undertaken.

Level 2 Heritage Assessment has been undertaken for the building. This is included as Appendix C.

Ecological report has been undertaken for the site. No species requiring special consideration were identified. This is included as Appendix D.

Structural Engineers Report for the building was undertaken in 2018. This is included as Appendix E.

WPD service plan is included as Appendix F.

S 103 Purpose of the Works/ Outcome required

The required outcome of this commission is to demolish the storage building only, at Hodnet Groundwater Pumping Station. This will remove the unsafe structure, and allow for the replacement/repair of the groundwater pump in a safe working environment. **Note, the repair/replacement of the groundwater pump does not form part of this contract; these works will be undertaken as part of the Shropshire Groundwater Scheme Pump Repair contract.**

The *Contractor* shall ensure the demolition *works* are compliant with all national and local requirements, including Acts, Bylaws, Regulations and other statutory requirements. The *works* must comply with the CDM Regulations 2015 and should include a Demolition Management plan.

The *Contractor* shall undertake the *works* in accordance with the requirements of the Local Planning Authority (Shropshire County Council) and the conditions set out within their planning consent. This is included in Appendix A.

If safe to do so, the *Contractor* shall protect the blue epoxy coated pipes currently located in the storage building during the demolition *works*. Should this be possible, the pipes are to remain located in the pipe stillages following demolition. These pipes are to be used as part of the Shropshire Groundwater Pump repair scheme, where possible. Note, the H&S of workers takes priority over salvaging the pipes.

The *Contractor* shall ensure the concrete floor slab remains undamaged and in place. Following demolition this will be used as hard standing for the outdoor storage.

The *Contractor* shall identify if any further surveys or *works* are required to design and undertake the demolition. If required, the *Contractor* shall notify the *Client* at the earliest available opportunity. If required, the undertaking of these surveys may be added to this contract as Compensation Events.

The *Contractor* shall ensure and verify all utility services have been identified and disconnected. Note, isolation of the electricity will be completed under a separate contractor prior to the demolition *works* commencing. The *Client* shall inform the *Contractor* when the isolation has been completed and issue any decommissioning/disconnection paperwork.

The *Contractor* shall ensure the site and storage building under demolition is secured safely and accordingly throughout the *works*.

The *Contractor* shall undertake all preparatory *works* and site clearance *works*. Upon demolition, the *Contractor* shall clear and remove all materials/debris from the site generated from demolition of the storage building. The *Contractor* shall ensure all these materials are removed to a suitably licensed facility. Recycling or recovery is preferred to disposal.

The *Contractor* shall reinstate any resultant uneven surfaces, through filling-in, re-grading and/or making level to allow for safe use and access around the site.

As part of this commission, the *Contractor* shall:

- a) work in collaboration with the *Client* and wider project team to assist with developing the best value solution. Any efficiencies should be notified to the *Client*;

- b) conduct a visit site with key members of the project team to gain an understanding of site specific risks and constraints, environmental or communication risks and issues, and identify access requirements, required working areas and compound areas. The number and timings of the visits will be identified by the *Contractor* and the *Client* is to be notified. The *Client* will arrange visits when notified. All site visits are to adhere to the EA Covid-19 policy and procedure, and any local restrictions in place at the time;
- c) identify Health and Safety issues, potential value engineering opportunities, carbon reduction opportunities (including providing actual carbon data, to be inputted into the carbon calculator), sustainability opportunities and efficiencies in delivery;
- d) assist the *Client* in the identification of project risks and opportunities and the development of the project risk log/register; including estimating the cost of risks realisation and mitigation measures. The *Contractor* will provide a phase plan (high level risks);
- e) identify suitable locations for site compound(s). Consider issues of: area required, including for storage, safe and environmentally acceptable access and egress between the compound and working areas (taking account of the size and nature of plant required) and produce a site layout plan with access and egress routes and compound location and layout. Consideration for residents access to be taken into account;
- f) support and advise on the preparation of a hazard plan;
- g) identify and scope any further surveys necessary to undertake the demolition *works*. The requirement for additional surveys must be agreed with the *Client* before scoping *works* are undertaken);
- h) attend a progress call during the *works*;
- i) compile and manage the end to end programme. This must incorporate all activities required for all approvals necessary for mitigation and enabling *works* to be carried out in advance;
- j) review all pre-existing information provided with this scope;
- k) share lessons learnt from the *Contractor's* experience of undertaking similar commissions with the project team;
- l) provide end user engagement to set the scene for future delivery in terms of solution expectation, ongoing management of assets or asset performance and present a way of delivery that can be delivered;
- m) provide costing of specialist or bespoke operations to inform or augment Project Cost Tool (PCT) costing;
- n) provide advice on specialist operations and viability of those operations;
- o) assist with the selection and advanced procurement and storage of materials where this delivers efficiencies in cost and time to the project.
- p) undertake a pre-condition survey prior to commencing the *works*, making a record using photos and videos, highlighting existing damage to the *Client* Project Manager.
- q) replace or make good any damaged caused as a consequence of the *works*, in particular the current access track.

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

S 201 General constraints

The *Contractor* must ensure the residents (of the residential property and the traveller site) have access to their properties at all times. A third party has vehicular access through the site (via the access track) to a residential property at the north of the site.

The *Contractor* is required to maintain site protection and security, for the duration in which the *Contractor* is on site as Principal Contractor.

Throughout the *works*, the *Contractor* must be aware:

- Of the potential hostile situation on site.
- Of making all staff aware of the potential for this.
- That no lone working is permitted, and that staff should have received hostile situation training
- That if any threat is encountered, contractors should leave the site immediately and inform the *Client*.

Access inside the storage building is prohibited, due to the condition of the structure. The *Contractor* is to ensure all staff are aware of this.

All site visits should be agreed in advance with, and preferably accompanied by, the *Client*.

Access for the *Client's* Water Resources team to the abstraction boreholes must be maintained at all times.

All other constraints are as per the Minimum Technical Requirement (e.g. working hours, noise, dust and vibration limitations, storage of fuel and chemicals, environmental considerations etc.).

The *Contractor* shall make a provision for vibration monitoring.

The *Contractor* is to assume there are no invasive species (e.g. Japanese Knotweed, Himalayan Balsam etc.) or protected species (e.g. Bats) on site. Therefore, the *Contractor* does not need to make an allowance for dealing with these.

The *Contractor* is to assume the adjacent traveller site will have no impact on access/egress to the site. Therefore, the *Contractor* does not need to make an allowance for the potential adverse impact on the *works*.

The *Contractor* is to assume there are no asbestos containing materials in the storage building. Should the Demolition Asbestos Survey report that asbestos containing materials are present in the storage building, a Compensation Event will be raised for removal and disposal of all these materials.

S 202 Confidentiality

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

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

S 203 Security and protection on the site

The area around the southern gable end of the building has temporary fencing installed, with warning signs in place. *Works* to install structural support scaffolding were not completed due to the contractor at the time red carding the site after hostile behaviour from the travellers next to the site in February 2019. Following the improvement in the relationships with these neighbours, site security *works* were successfully completed in early 2020. Since this, the hostile travelling family have moved on and sold the plot, resulting in the removal of the red card in June 2020. Currently, no family have taken residence at the plot, but a watching brief will be maintained when the new family arrives. Currently, no lone working is permitted until the relationship with the neighbours is established.

The *Contractor* must be considerate of the potentially hostile site adjacent to the working area and plan security arrangements accordingly. All personnel visiting site must be made aware of the potentially hostile site and briefed accordingly. No lone working is permitted.

S 204 Security and identification of people

No special requirements for the identification of people on site, although all personnel should be easily identifiable through use of branded PPE and/or employer identity cards.

S 205 Protection of existing structures and services

Consideration must be given to the protection of existing structures, services, mains, trees and other plants when designing temporary and permanent *works*. Operation of the existing abstraction boreholes must be maintained.

S 206 Protection of the works

Consideration must be given as to how the *works* will be protected from damage.

S 207 Cleanliness of the roads

The *Contractor* is to ensure access roads to the site that are used by third parties are kept clear and at all times and are maintained to the same standard as per prior to the *works*.

S 208 Traffic Management

No specific requirements for traffic management.

S 209 Condition survey

The *Contractor* shall undertake a pre-condition survey of the site. The survey shall be issued to the *Client* within a week of completion, to be stored on A site.

S 2010 Consideration of Others

The *Contractor* shall comply with all Local Authority requirements and Government Legislation with regard to the control of noise, dust and vibration. The *Contractor* shall make use of methods that minimise the noise, dust and vibration generated by the *works*. This should reduce all reasonable complaints by those affected. If disputed do arise, these are to be referred to the *Client* Project Manager.

S 2011 Control of site personnel

Access to the site it to be restricted to authorised personnel and vehicles only.

S 2012 Site cleanliness

The *Contractor* is to ensure the site is kept as tidy and clear of potential hazards as far as practicable for the duration of the *works*.

S 2013 Waste materials

The *Contractor* is to produce a Site Waste Management Plan. This is to be signed off by the *Client* before the *works* commence. All disposal as per EA requirements.

All demolition material is to be removed from the site as soon as possible, with materials being recycled or recovered where possible. Disposal is the last choice.

S 2014 Deleterious and hazardous materials

The potential presence of asbestos containing materials within the building.

The *Contractor* shall inform the *Client* Project Manager should the *Contractor* wish to use any hazardous materials, to ensure the suitable training, training, supervision and precautions are taken.

S 300 Contractor's design

S 301 Design responsibility

N/A

S 302 Design submission procedures

N/A

S 303 Design approval from Others

N/A

S 304 Client's requirements

N/A

S 305 Design co-ordination

N/A

S 306 Requirements of Others

N/A

S 307 Copyright/licence

N/A

S 308 Access to information following Completion

Any information arising from these *works* will be provided in an electronic format by the *Contractor*.

S 309 Site investigations

1. If there is a requirement for the *Contractor* to carry out any *SI works* then this will be scoped and dealt with as a Compensation Event.
2. The *Contractor* obtains all necessary consents and approvals.
3. The *Contractor* provides the *Client* with the final Factual Report of the investigation in digital format.
4. The *Contractor* informs the *Client* of the proposed works a minimum two weeks before the investigation is undertaken and complies with the Access to the Site conditions.

S 400 Completion

S 401 Completion definition

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

- Provide all information to the Principal Designer required for the Health and Safety File
- 1 hard copy of Operating and Maintenance Manuals and one electronic version.
- 1 hard copy of As Built drawings and one electronic version
- Population of the *Client's* latest version of the Project Cost Tool, or its successor
- Transfer to the *Client* databases of BIM data
- Delivery of the Final Carbon Report

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

S 402 Training

None required.

S 403 Final Clean

No specific details for Final Clean.

S 404 Security

Details of security arrangements and handover to be discussed with *Client* Senior User upon completion of the *works*.

S 405 Correcting Defects

Procedures for access for the correction of any Defects and process for liaison with the *Project Manager* and *Client*.

S 406 Pre-Completion arrangements

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

S 407 Take over

None required.

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). The *Contractor* shall provide the programme in Microsoft Project format and shared as a PDF.

The programme should display sufficient detail to meet the requirements of the NEC4 contract and enable the *Client* to identify when Gateway milestones will be met and any tasks which are the responsibility of the *Client* to undertake.

The demolition *works* are to be completed by 28th February 2021.

S 502 Programme arrangement

No specific requirements for programme arrangement.

S 503 Methodology statement

Three weeks prior to the commencement of demolition, the *Contractor* shall submit the final Method Statement to the *Client*. This will be reviewed by the Principal Designer under CDM regulations.

S 504 Work of the *Client* and Others

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

S 505 Information required

The *Client* will provide the *Contractor* with the following information as soon as it has been received and reviewed by the *Client*.

- Demolition Asbestos Survey report
- Confirmation the isolation of the electric has been completed

All other information required is included as appendices to this contract.

S 506 Revised programme

The programme shall be revised on a monthly basis, to be submitted with *Contractor* forecasts by 10th of the month to coincide with PPMT 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 signing.

S 600 Quality management

S 601 Samples

None required.

S 602 Quality Statement

Not required.

S 603 Quality management system

As per the requirements of the Collaborative Delivery Framework.

S 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager. The *Contract* shall fulfil the role of the BIM Information Provider. All deliverables must be provided to the *Client* to upload to the project Asite workspace, conforming to BIM data requirements.

S 700 Tests and inspections

S 701 Tests and inspections

Clause 40.1, 40.2, 41.1 and 60.1 (16) Consider the following checklist for test and inspection details.

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

S 702 Management of tests and inspections

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

S 703 Covering up completed work

Works can be covered up as soon as they have been tested.

S 704 Supervisor's procedures for inspections and watching tests

Supervisor to give the *Contractor* a minimum of 1 weeks' notice for inspecting any of the *works*.

S 800 Management of the works

S 801 Project team – Others

As per the Contract Data, the duties of the *Client*, *Project Manager* and *Contractor* have not been delegated to others.

S 802 Communications

The *Contractor* shall attend a progress call during the *works*.

The *Client* maintains several project documents, the *Contractor* is required to contribute to these *Client* owned documents: Project Early Warning Register, Project Efficiency Register (CERT), Carbon Calculator (CC), and Carbon Modelling Tool (CMT), if required.

The *Contractor* must provide all deliverables to the *Client* in a format that adheres to the BIM specification.

The *Contractor* shall produce and issue monthly financial updates and forecasts meeting the *Client's* project reporting timetable.

The *Contractor* is to deliver a monthly progress report in a format agreed with the *Client*, giving progress against the CDF Consultant's 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

Clauses 25.1 and 60.1(5).

The following access must be maintained:

- Access for the *Client* to the abstraction boreholes must be maintained at all times
- Access for the neighbours to the site must be maintained at all times.
- Users and neighbours to the site must not be placed in Health and Safety risk at any time.

S 902 Co-operation

The *Contractor* should keep the *Client* up to date with working activities and programming of *works*. Access to the site must be arranged with the *Client* in advance.

S 903 Co-ordination

The *Contractor* should liaise with the *Client* via email and/or telephone to co-ordinate the *works* and access.

S 904 Authorities and utilities providers

No *works* have currently been identified to be carried out by the authorities or utilities providers.

The *Client* shall arrange all necessary notices for the *works* listed in this contract, but the *Contractor* should ensure sufficient notice is given to the *Client* to enable the notices to be issued in sufficient time (14 days prior to *works* starting).

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

The *Client* shall lead on all communications with members of the public. The *Contractor* should notify the *Client* of any direct liaison with the neighbours of the site or other members of 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*

The *Contractor* shall provide welfare facilities, in line with current COVID guidance.

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

If required, the *Client* can make Lodgebank Pumping Station available to store materials. It is located about 1km from the site.

S 1100 Health and safety

S 1101 Health and safety requirements

Clause 27.4 Details of any additional health and safety requirements for the project, all of which may include the following.

- *Client's* safety requirements,
 - *Reporting requirements*,
 - Safety management, supervision and qualification,
 - Management of Subcontractors,
 - Drug and alcohol policy
 - Site induction procedures
-
- The *Contractor* shall make appropriate arrangements for the control of people working and visiting the Site.
-
- The *Contractor* shall ensure that all persons working on or visiting the Site hold a valid and current Construction Skills Certification Scheme (CSCS) card. Persons without this card shall be escorted at all times by a member of the site team.
-
- A visitors' book will be maintained by the *Contractor* in which the date, the time in, the time out, evidence of a specific Health and Safety induction, CSCS number, and the name and company of the person visiting shall be noted.

Health and safety is the number one priority of the *Client*. The *Contractor* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all, as specified in the Collaborative Delivery Framework.

The *Contractor* is required to ensure all COVID regulations and requirements at met.

S 1102 Method statements

For all *works*, the *Contractor* shall submit method statements and risk assessments to the *Client* Project Manager and Principal Designer for acceptance.

S 1103 Legal requirements

If any health and safety duties are required by law, the Principal Designer will perform them.

S 1104 Inspections

If required by the Principal Designer, the *Contractor* must make available for review their Health & Safety procedures.

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

S 1301 Marking

Not required.

S 1302 Materials from Excavation and demolition

Clause 73.2.

The *Contractor* is to provide protection to the blue epoxy coated pipes, **where possible**, as the *Client* is looking to retain these. **As noted in S 103, the Health and Safety of the workers takes precedent over salvaging the pipes.**

The *Client* does not wish to salvage any other materials from the demolition itself.

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 required.

S 1700 Client's work specifications and drawings

S 1701 Client's work specification

Not required.

S 1702 Drawings

None issued.

S 1703 Standards the Contractor will comply with

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

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

