

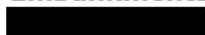
Framework:
Supplier:
Company Number:

Collaborative Delivery Framework



Geographical Area:
Project Name:
Project Number:

Midlands
Embankments and Reservoirs Northern Sites Bundle



Contract Type:
Option:

Engineering Construction Contract
Option C

Contract Number:

Stage:

Construction

Revision	Status	Originator	Reviewer	Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Embankments and Reservoirs Northern Sites Bundle

Project Number [REDACTED]

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
FY21-22 LNA Non-Recovery - Embankments and Reservoirs Projects - Northern Sites ECC Contract v03, dated 29th July 2022 and site specific scope Barrow Haven RHB Repairs Scope v2, dated 15th August 2022.

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

1 General

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

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

- X2: Changes in the law
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- 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

Embankment and reservoir repairs to 6 sites in Northern LNA

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
FY21-22 LNA Non-Recovery - Embankments and Reservoirs Projects - Northern Sites ECC Contract v03, dated 29th July 2022 and site specific scope Barrow Haven RHB Repairs Scope v2, dated 15th August 2022.

The Site Information is in
Site Information for Embankments and Reservoirs Projects - Northern Sites ECC Contract_v1

The boundaries of the site are
LNA 21_22_Emb_Res_boundaries_of_the_Northern_sites

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

The starting date is

The access dates are
part of the Site

Notice of Entry for Barrow Haven

22 08.22

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

52 weeks

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is [REDACTED]

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 Waddington

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 9am hours GMT

and these measurements:

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

The *weather measurements* are supplied by The Met Office

The *weather data* are the records of past weather measurement for each calendar month which were recorded at and which are available from

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

- Additional sites (as named in the master scope), once site scope, target cost and programme agreed
- Delay to the works caused by water levels rising above 2.26 mAOD on the upstream side of the Barrow Haven railway bridge
- 'not used'
- 'not used'
- 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 'not used'
- 'not used'
- '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 [REDACTED]

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
Address for communications

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* .
Delete 'The' At start of clause 63.1 and replace with:
"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

Z 4 The Schedule of Cost Components

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

Z 6 Payment for Work

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

Z7 Contractor's share

After c154.2 and before c154.3, insert the following additional clause:
54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

Z10 Payments to subcontractors, sub consultants and

Subcontractors
The *Contractor* will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.
If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.
Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

Z16 Disallowed Costs

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

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

Z19 Linked contracts

Delays and additional cost on this contract resulting from the *Contractor's* fault or error on a previous contract on this project or programme will be a Disallowable cost under this contract and not be a Compensation event under this contract.

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

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

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

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

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

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following

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

Z30 Material Price Volatility

The *Client* recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the *Client* will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

Z30.1 Defined terms

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

Z30.2 Price Volatility Provision

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

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

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client*. The PVP calculated at the last assessment before 30 June 2022 is used for calculating the price increase after that date.

Z30.3 Price Increase

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

Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event.

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

The Defined Cost for compensation events is assessed using

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION 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 skill and care normally used by professional providing information similar to the Project is the sum 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

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 List 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.

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 communication

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

2 The Contractor's main responsibilities

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

No design responsibility for contractor.

[REDACTED]

[REDACTED]

[REDACTED]

5 Payment

The *activity schedule* is

[REDACTED]

Resolving and avoiding disputes

[REDACTED]

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

[REDACTED]
[REDACTED]

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

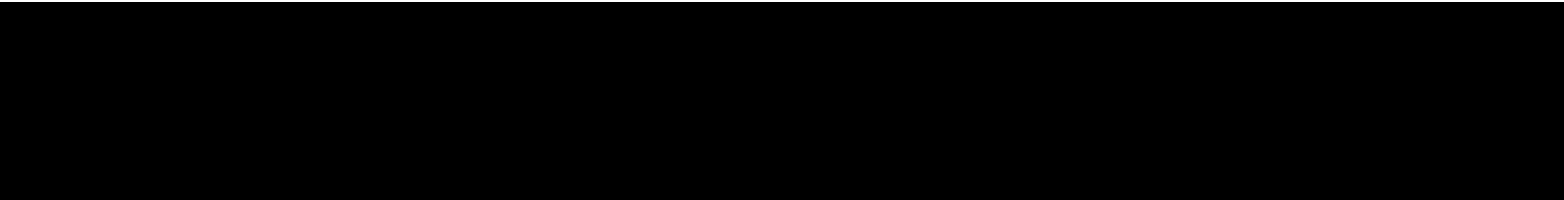
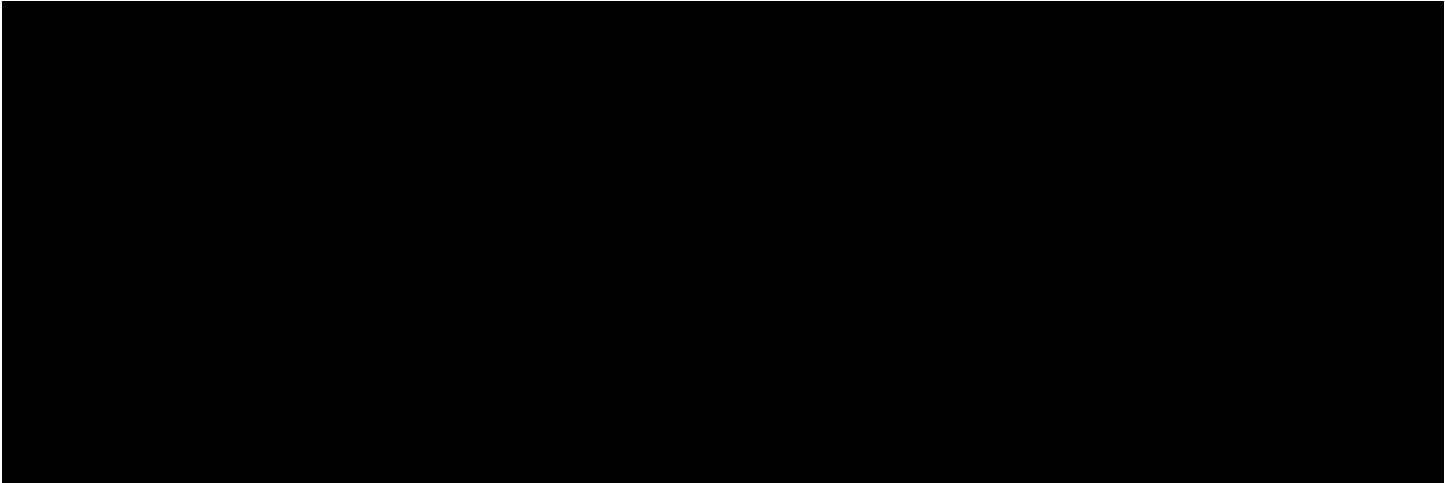
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Contract Execution

Client execution

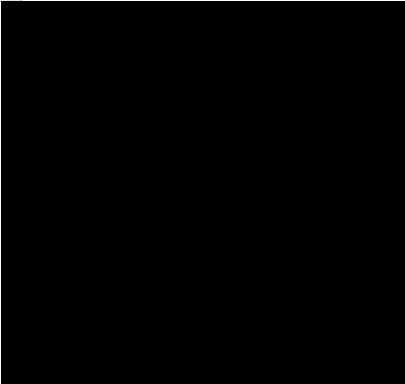


Environment Agency

NEC4 engineering and construction contract (ECC)

Scope

Project / contract information

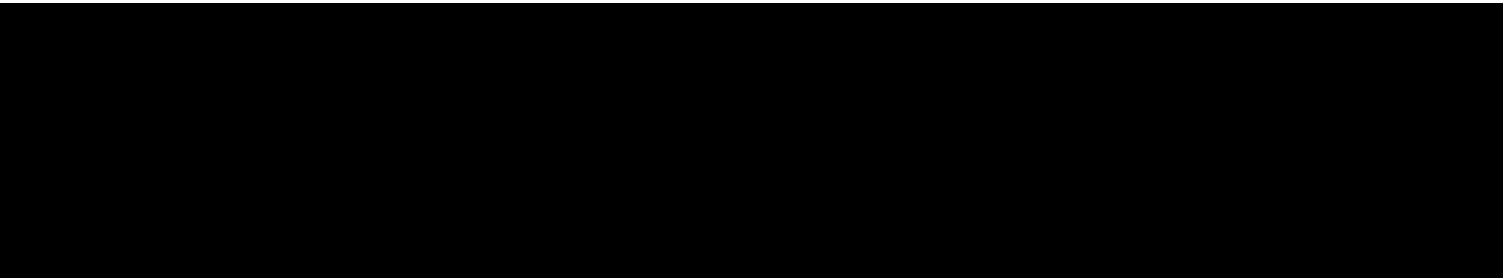
Project name	FY21-22 LNA Non-Recovery - Embankments and Reservoirs Projects - Northern Sites ECC Contract	
Project 1B1S reference		
Contract reference		
Date		
Version number		
Author		

Revision history

Revision date	Summary of changes	Version number
05 July 2022	First Draft Issue	1.01
11 July 2022	Second Draft Issue	1.02
29 July 2022	Third Draft Issue	02
05 Augt 2022	Issued after JCE review	03

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	V12	30 December 2021



	: Non-returnable ments CC 4th Ed.	Section 8 Scope
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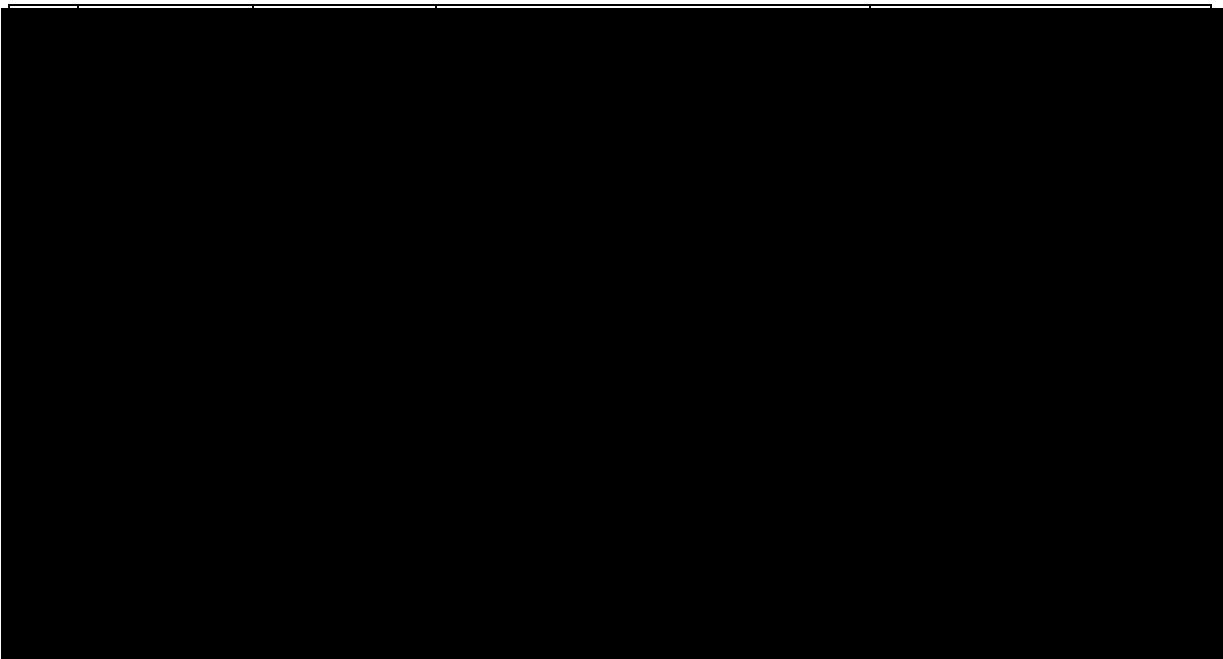
Contents List

S 100	Description of the <i>works</i>
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S 300	<i>Contractor's</i> design
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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

S 100 Description of the works

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

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



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

The site-specific Scopes at each of the sites will be instructed separately as a change to the Scope at the sole discretion of the *Client*.

S 101 Description of the works

S 102 Purpose of the Works/ Outcome required

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

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

S 201 General constraints

S 202 Confidentiality

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

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

S 203 Security and protection on the site

The *Contractor* shall be responsible for the security requirements for the Site and protection of the public.

S 204 Security and identification of people

The *Contractor* shall be responsible for the security vetting and identification of people working on or visiting the Site.

S 205 Protection of existing structures and services

S 206 Protection of the *works*

The *Contractor* shall be responsible for the protection of the *works* against damage.

S 207 Cleanliness of the roads

The *Contractor* shall be responsible the cleanliness of roads, tracks and private access points that are used by the *Contractor* when undertaking the *works*, and shall ensure these are kept clean for use by the landowner and/ or the public.

S 208 Traffic Management

The *Contractor* shall be responsible for the provision and management of any traffic management measures, road closures and public highways closures as necessary to Provide the Works.

S 209 Condition survey

The *Contractor* shall be responsible for the provision, management and keeping records of any condition surveys that need to be carried out to deliver the *works*, including any associated reinstatement *works*. Pre and post *works* surveys of the Site and access tracks shall be undertaken by the *Contractor* and survey information shall be issued to the *Client* and stored in the BIM archive.

S 2010 Consideration of Others

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

S 2011 Control of site personnel

See Section 204 above.

S 2012 Site cleanliness

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

S 2013 Waste materials

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

S 2014 Deleterious and hazardous materials

S 300 *Contractor's design*

S 301 Design responsibility

S 302 Design submission procedures

S 303 Design approval from Others

S 304 *Client's* requirements

S 305 Design co-ordination

S 306 Requirements of Others

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

S 307 Copyright/licence

S 308 Access to information following Completion

All information in relation to Providing the Works shall be stored within the *Client's* Common Data Environment (CDE) system prior to Completion. All information shall be stored in accordance with the timescales stated within Contract Data.

All relevant information required to operate and maintain the asset shall be transferred to the *Client*. The *Contractor* shall allow the *Client* to access information once the Defects Certificate is issued for a period of up to 6 years, including the timescale for the retention of any information after Completion.

S 309 Site investigations

S 400 Completion

S 401 Completion definition

S 402 Sectional Completion definition

S 403 Training

S 404 Final Clean

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

S 405 Security

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

S 406 Correcting Defects

S 407 Pre-Completion arrangements

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

S 408 Take over

S 500 Programme

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

S 501 Programme requirements

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

S 502 Programme arrangement

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

S 503 Methodology statement

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

S 504 Work of the *Client* and Others

S 505 Information required

S 506 Revised programme

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

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

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

S 600 Quality management

S 601 Samples

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

S 602 Quality Statement

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

S 603 Quality management system

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

S 604 BIM requirements

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

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

S 800 Management of the works

S 801 Project team – Others

S 802 Communications

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

S 900 Working with the *Client* and Others

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

S 902 Co-operation

S 903 Co-ordination

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

S 904 Authorities and known utilities providers

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

S 1000 Services and other things to be provided

**S 1001 Services and other things for the use of the *Client, Project Manager* or Others to
 be provided by the *Contractor***

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

S 1100 Health and safety

S 1101 Health and safety requirements

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

S 1102 Method statements

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

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

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

S 1103 Legal requirements

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

S 1104 Inspections

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

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

S 1202 Acceptance procedures

S 1300	Title
S 1301	Marking
S 1302	Materials from Excavation and demolition

S 1400 Acceptance or procurement procedure

S 1500 Accounts and records

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

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

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

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

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

S 1501 Additional Records

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

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

S 1600 Parent Company Guarantee (Option X4)

N/A

S 1700 *Client's* work specifications and drawings

S 1701 *Client's* work specification

S 1702 Drawings

S 1703 Standards the *Contractor* will comply with