



Framework:	Collaborative Delivery Framework
Supplier:	Jackson Civil Engineering Group Ltd
Company Number:	06778819
Geographical Area:	Midlands
Project Name:	Navigation ALN
Project Number:	ENV0002759C
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	31184

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Navigation ALN

Project Number ENV0002759C

This contract is made on 06 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
Navigation ALN Scope - 2021-01-12 version 003 dated 12th January 2021
Scope of Works (4) Gt Barford dated 12.01.2021
Scope of Works (4) Hermitage dated 12.01.2021
Scope of Works (4) St Ives dated 21.01.2021
Scope of Works (4) Brownhill dated 09.12.2020
Scope of Works (5) Cogenhoe dated 12.01.2021
Scope of Works (5) Doddington dated 12.01.2021
Scope of Works (5) Godmanchester dated 12.01.2021
Scope of Works (4) Rushmills dated 28.09.2020
Scope of Works (6) Lower Barnwell dated 21.01.2021
Scope of Works (5) White Mills dated 09.12.2020
Scope of Works (7) Billing dated 12.01.2021
Scope of Works (6) Denford dated 09.12.2020

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

X5: Sectional Completion

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)1: Project Bank Account

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

The works comprises asset inspections, reactive maintenance, proactive maintenance and emergency works (where appropriate). Assets typically

The *Client* is

Environment Agency

Address for communications

Address for electronic communications

The *Project Manager* is

Address for communications



Address for electronic communications



The *Supervisor* is

TBC

Address for communications

Address for electronic communications

The Scope is in
Navigation ALN Scope - 2021-01-12 version 003 dated 12th January 2021

The Site Information is in
ASITE: WWAN000XX_AREA_ANGLIAN WW

The *boundaries of the site* are
ASITE: WWAN000XX_AREA_ANGLIAN WW

The *partner contract* is
TBC

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 <i>key dates</i> and <i>conditions</i> to be met are	
<i>condition</i> to be met	<i>key date</i>
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'
The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>works</i> at intervals no longer than	4 weeks

3 Time

The <i>starting date</i> is	01 November 2020
The <i>access dates</i> are	
part of the Site	date
Access to the navigation assets whilst the navigation	01 November 2020

The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks
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The <i>Completion Date</i> for the whole of the <i>works</i> is	01 April 2021
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The *Client* is willing to take over the *works* before the Completion Date

The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is	4 weeks
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4 Quality management

The period after the Contract Date within which the <i>Contractor</i> is to submit a quality plan is	4 weeks
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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

	share range		Contractor's share percentage
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 MET office site at Kings Lynn, Norfolk

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 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

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
2. A Strong Stream notification is issued on the river that delays wor
3. Works to operate the gates on a lock and/or removal of dam boar
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.

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

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 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

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)

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

Z20 Defect Dates for Sections

Where a section of the *works* is defined and is located in a separate area of the Site, the time to the *defects date* for that section is the defined period after the Completion of that *section*, and is defined in the Contract Data.

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

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

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

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

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

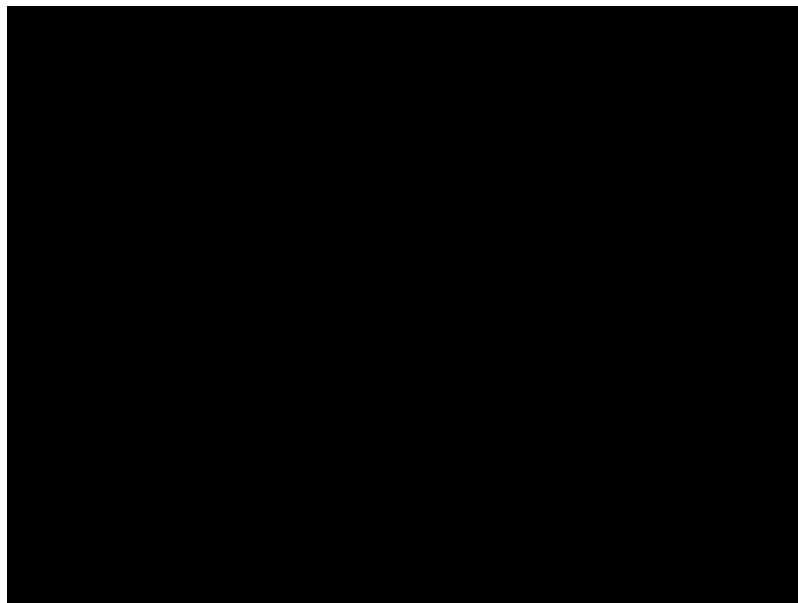
OPTION X5: Sectional Completion

The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	Gt Barford	1st April 2021
2	Hermitage	1st April 2021
3	St Ives	1st April 2021
4	Brownshill	1st April 2021
5	Cogenhoe	1st April 2021
6	Doggington	1st April 2021
7	Godmanchester	1st April 2021
8	Rushmills	1st April 2021
9	Lower Barnwell	1st April 2021
10	White Mills	1st April 2021
11	Billing	1st April 2021
12	Denford	1st April 2021

X7 plus X5

Delay damages for each *section* of the *works* are



The delay dama

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 year(s)

OPTION X15: The *Contractor's* design

The *period for retention* following Completion of the whole of the *works* or earlier termination is 12 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

12 years

OPTION X18: Limitation of liability

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

£5,000,000

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

£5,000,000

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

£5,000,000.00

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(UK)1:Project Bank Account

The Contractor is to pay any bank charges made and to be paid any interest paid by the *project bank*

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*

term *beneficiary*

The provisions of
Y(UK)1

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

Compound, temporary access routes, haul roads, storage 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

3 Time

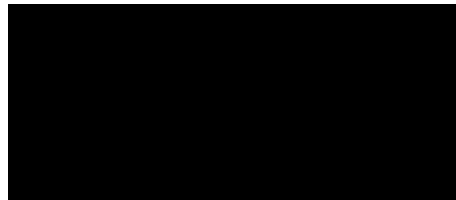
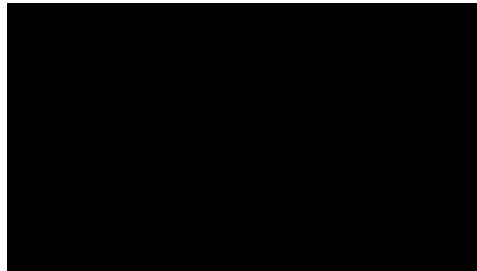
The programme identified in the Contract Data is

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the Contractor are



Address for electronic communications



X10: Information Modelling

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

Y(UK)1: Project Bank Account

The *project bank* is
TBA

named suppliers are
TBA

Contract Execution

Client execution

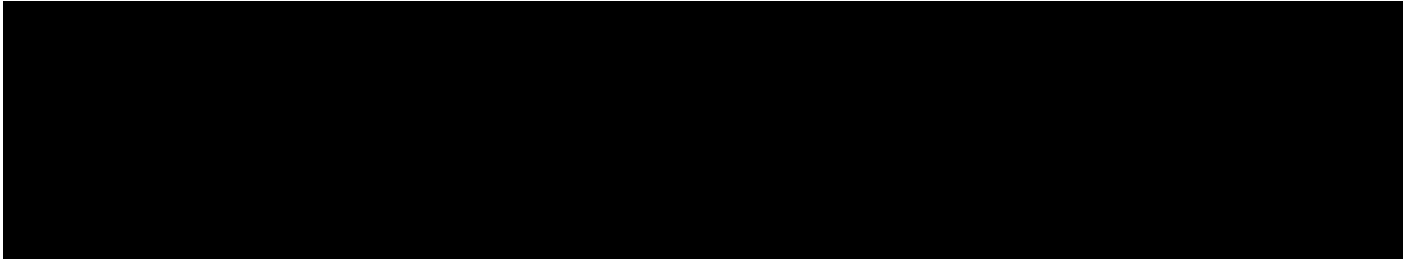
Signed under hand by

for and on behalf of the Environment Agency



Contractor execution

Consultant execution



ECC Scope Template

15/02/2019

NEC4 engineering and construction contract (ECC)

412_13_SD03

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	Navigation ALN
Project SOP reference	ENV0002759C
Contract reference	31184
Date	12 th January 2021
Version number	003
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
	First issue	001
25 th Nov 2020	Updated Defined Terms	002
12 th Jan 2021	Updated Clause S304	003

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	V2	18/03/2020

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	Ultimate Holding Company Guarantee (Option X4)
S 1700	<i>Client's</i> work specifications and drawings
	Appendix 1 BIM Protocol – Production and Delivery Table
	Appendix 2 Scope of <i>Works</i> (Brownshill)
	Appendix 3 Scope of <i>Works</i> (Godmanchester)
	Appendix 4 Scope of <i>Works</i> (Gt Barford)
	Appendix 5 Scope of <i>Works</i> (Hermitage)
	Appendix 6 Scope of <i>Works</i> (St Ives)
	Appendix 7 Scope of <i>Works</i> (Cogenhoe)
	Appendix 8 Scope of <i>Works</i> (Doddington)
	Appendix 9 Scope of <i>Works</i> (Lower Barnwell)
	Appendix 10 Scope of <i>Works</i> (Rushmills)
	Appendix 11 Scope of <i>Works</i> (White Mills)
	Appendix 12 Scope of <i>Works</i> (Billing)
	Appendix 13 Scope of <i>Works</i> (Denford)

S 100 Description of the *works*

S 101 Description of the *works*

The *works* comprises asset inspections, reactive maintenance, proactive maintenance and emergency works (where appropriate). Assets typically comprise lock structures and their facilities and separate landing stages/moorings.

The need for ongoing scheduled maintenance was highlighted by the “Asset Condition and Confidence Report 2019” (Environment Agency, Version 1, 20/12/2019)It examined all navigation assets to ascertain the approach to maintenance, asset condition grading and where gaps exist. “Anglian” refers to EA & LN assets and the approach to scheduled maintenance comprises:

- De-watered lock inspections of lock complexes every 10 years
- Principal bridge inspections every six years
- MEICA inspections for MEICA elements
- LOLER inspections for guillotine and radial gates

The EA & LN asset base comprises:

- 65 lock complexes including bridges (primary assets);
- 71 bridges (not part of lock complexes and included within secondary assets); and
- 132 landing stages, 77 moorings and 82 canoe portages (will be combined to form the secondary assets).

The following 12 schemes are included within this scope:-

- 21115.01 Brownhill
- 11107.01 Cogenhoe
- 21111.01 Godmanchester
- 21114.01 St Ives
- 11127.01 Lower Barnwell
- 12103.01 Rushmills
- 11109.01 White Mills
- 11106.01 Billing
- 11121.01 Denford
- 21116.01 Hermitage
- 11111.01 Doddington
- 21105.01 Great Barford

S 102 Purpose of the *Works*/ Outcome required

The strategic driver for investment in navigation assets is legal compliance. The Environment Agency is the statutory navigation authority for 564km of navigable waterway stretching across the Operational Navigation. As such it has a duty, under the Anglian Water Authority Act 1977, to ensure that the navigation remains in as good a condition as it was in during the 9 months preceding the 8th December 1975. The Environment Agency also has an obligation under the Health & Safety at Work Act (1974), the Management of Health and Safety at Work Regulations (1992) and the Construction (Design and Management) Regulations (2015) to ensure that assets are safe to be used, enjoyed and maintained by staff, operatives, suppliers and the public as appropriate.

The main objective of this programme is to deliver work to navigation assets to ensure the Environment Agency's compliance with its legal obligations and RI_2.9 (formerly KPI 851) requirements. The outcome will be an optimal investment regime that maximises asset value, minimises whole life costs and sustains assets at their target condition for the next seven years. This will provide a high-quality service to the boating community whom we serve, including complying, as appropriate, with the Equalities Act. Secondary objectives relate to asset reliability, net zero carbon and enhanced sustainability to contribute towards corporate goals.

S 103 Environmental aspects

The *Contractor* shall ensure positive environmental outcomes are maximised where possible and no environmental detriment is caused by the *works*.

The *Contractor* shall report any environmental incidents in accordance with the *Client's* Safety, Health, Environment and Welfare Code of Practice (SHEWCoP).

Refer to the additional clauses included in Minimum Technical Requirements (412_13_SD01) with regards to control of pollution. In case of any ambiguity, the Scope in this document prevails over CESWI 7 and the Minimum Technical Requirements. The resolution will be directed by Clause 17 of this contract

The *Contractor's* attention is drawn to the control of pollution provisions in the Environmental Permitting Regulations 2016. The *Contractor* takes all necessary precautions to ensure that no polluting discharge either of solid or liquids is made to any watercourse or to the underground strata and that no work carried out in any watercourse is done in such a manner as to cause pollution.

Any materials, which fall into any watercourse, shall be removed immediately by the *Contractor*. The *Contractor* obtains the consent of the Environment Agency before making any discharge to any watercourse or the underground strata. The *Contractor* shall allow at least 13 weeks for a response to this application from the date when a complete and satisfactory application has been submitted to the Environment Agency.

The *Contractor* takes all necessary precautions to protect all watercourses, together with water in underground strata, against silting, erosion and pollution.

The *Contractor* ensures that:

a) Equipment is steam cleaned prior to delivery to Working Areas and maintained to ensure efficiency and to minimise emissions;

b) All fuel, hydraulic fluids, lubricating oils or chemicals stored in bulk on Working Areas are located as far away as reasonably possible, and in no case closer than 10 metres, from any watercourse/drain and that such stores are sited on impervious bases and surrounded with an effective and impervious bund capable of holding the full contents of the store plus 10%. The drainage system of the bund is to be

sealed with no discharge to any watercourse, drain, land or groundwater, and delivery and vent pipes are to terminate within the bund;

c) All stores are kept locked when not in use, and all containers are clearly labelled with their contents. Leaking or empty oil drums or chemical containers shall be removed from the Site immediately;

d) Equipment which leaks any fuel, lubricant or hydraulic fluid is not used, and all static Equipment using fuel oil is located as far away as reasonably possible from any watercourse, surrounded with oil-absorbent material to contain spills or leaks and use of drip trays;

e) Refuelling or servicing of Equipment is undertaken in designated locations away from watercourses or drains, and refuelling is supervised and carried out by pumping through a trigger type delivery nozzle;

f) An adequate supply of oil absorbent materials is readily available on Site at all times and staff appropriately trained on its use. Any spillage is immediately contained, removed from Site and disposed of to a licensed tip and the *Supervisor* informed immediately;

g) Silted or discoloured water pumped from excavations is either irrigated over grassland or settled in a lagoon prior to any discharge to a watercourse;

h) Equipment is not used in a watercourse or to ford a watercourse without the consent of the Environment Agency. Regular river crossings are by way of temporary bridges or culverts with the acceptance of the *Project Manager*;

i) Haul roads and approaches to watercourses are regularly scraped and maintained free from deposits of slurry. Any slurry so removed is disposed of in a location agreed by the *Supervisor* avoiding pollution of the watercourse. Precautions are taken to ensure surface water drains are not contaminated by solids from workings and associated transport;

j) There is no discharge or seepage of cement slurry from any concreting work, mixing Plant or ready-mix vehicle into any watercourse;

k) Equipment parking and servicing areas and wheel washing facilities are located with the acceptance of the *Project Manager*;

l) Any imported fill or construction material is free from polluting or toxic substances where drainage from the material can directly enter surface or underground waters;

m) Suitable sheeting is provided under any structure over a watercourse which is to be cleaned by mechanical or chemical means and/or painted in order to prevent material entering the watercourse.

Without the consent of the Environment Agency (as Regulatory Authority), the *Contractor* does not remove from a watercourse deposits accumulated due to a dam, weir or sluice, nor promotes the removal of deposits by causing them to be carried away in suspension in the waters.

S 104 Publicity

The *Contractor* notifies the *Project Manager* of all press or media enquiries and refers them to the *Client's* contact centre (03708 506 506)

S 105 Liaison with third Parties

The *Contractor* notifies the *Project Manager* of any requests for meetings received from third Parties so that the *Client* has the option to attend or send a representative.

The *Contractor* records all meetings and agreements with third parties and notifies the *Client* and *Project Manager* of the details.

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

S 201 General constraints

General constraints will be applied to individual schemes and consideration should be given to but not limited to the following:

- Use of the Site
- Access to the Site
- Deliverables
- Noise and variations
- Working hours
- Parking
- Use of cranes
- Use (or non –use) of explosives
- Restrictions on the use of hazardous materials
- Storage of fuel and chemicals
- Pollution, ecological and environmental impacts.
- Archaeological requirements
- Interfaces between the *works* and existing things.
- Occupied premises and users.
- *Client* specified policies and procedures.
- Constraints imposed to meet the requirements of Others (example finders).
- Tide Information
- Sustainability targets
- Timber and tropical hardwood requirements

S 201 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 202 Security and protection on the Site

The *Contractor* is responsible for the security of the Working Areas and of vehicles and pedestrians entering and leaving the Working Areas. *Contractor* to determine the security requirements based on local conditions and experience.

The *Contractor* ensures that the Site gates are closed after the passage of vehicles or personnel on each and every occasion. Gates are not left open.

The *Contractor* ensures that the Working Areas are left properly secured at the end of each working day.

The *Contractor* considers the security of neighbouring properties and does not leave unattended scaffolding, ladders, Equipment, or any Plant, which provide or assist access to neighbouring properties.

Where permanent security fencing to neighbouring properties is removed as part of the *works*, it is replaced by suitable temporary fencing when the Site is unoccupied.

The *Contractor* adequately fences the Site and erects fencing and gates before other work starts in that part of the Site. The *Contractor* regularly inspects and maintains all Site fencing and gates, and promptly repairs damage.

The *Contractor* provides access in temporary Site fencing and gates as necessary for the use of the occupiers of adjacent land.

Keys and/or codes for all gates and barriers shall be provided to the *Client*.

S 203 Security and identification of people

The *Contractor* shall instigate such measures to ensure persons on the Site are adequately monitored and any unidentified persons are engaged with and escorted to the appropriate location, or person, if they have a genuine reason for being within the works area. In the event persons cannot be identified and they decline to leave the *works* area the *Contractor* shall inform the *Client*.

S 204 Protection of existing structures and services

The *Contractor* will work with the Environment Agency Waterways, NEAS and FBG Teams to identify specific requirements for the protection of existing structures, services, mains, trees and other plants. This will include the requirements for maintenance of existing services and the procedures for working on existing structures and services.

S 205 Protection of the works

The *Contractor* shall take all reasonable care and precautions not to damage any existing structures, equipment, services, mains, trees and other Plants during the *works* and shall keep all areas within their control, or working areas, clean of debris etc. arising from their operations.

Cleanliness of the roads

All existing shared accesses used by vehicles of the *Contractor* or any of their Subcontractors or suppliers of Material or Equipment shall be kept clean and clear of all dust, sand, mud or any other matter. The *Contractor* shall clear all dust, sand and mud, or any other loose material resulting from the *works* spreading on these roads.

Clearance shall be effected immediately by manual sweeping and removal of debris or, if so directed by the *Supervisor*, by mechanical sweeping and clearing equipment and all dust, sand, mud and other debris shall be removed entirely from the road surface of the shared access. Additionally, if so directed by the *Supervisor*, the road surface of the shared access is hosed or watered using suitable Plant.

S 206 Traffic Management

The *Contractor* is responsible for any traffic safety and management

S 207 Condition survey

All condition surveys carried out by the *Contractor* and any associated reinstatement *works* will be recorded and stored in the BIM archive.

S 208 Consideration of Others

Restrictions on work to avoid disturbance to the general public and occupiers of adjacent premises will be determined for each scheme and agreed with the *Project Manager*.

S 209 Control of Site personnel

Nothing specific over and above the usual *Contractor's* Site procedures.

S 2010 Site cleanliness

Nothing specific over and above the *Contractor's* Site procedures. Other than any additional COVID-19 protective measures to ensure the construction Sites comply with Government guidelines

S 2011 Waste materials

Nothing specific over and above the usual *Contractor's* Site procedures. The *Contractor* is responsible for preparing and submitting the Site Waste Management Plan to include removal of waste, any restrictions on the disposal of waste material and where possible the recycling of waste.

S 2012 Deleterious and hazardous materials

Nothing specific over and above the usual *Contractor's* site procedures.

S 300 Contractor's design

21115.01 Brownhill

Design of new vertical shaft covers in accordance with Specification GGVC19-01 found in ASITE: WWAN000XX_AREA_ANGLIAN WW

The new covers shall be lockable and hinged so as to expose and access the shaft for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Design of new actuator covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the actuator for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Design of removable laydown/infill panels to the top surface of the guillotine gate (beneath the horizontal drive shaft) re-using the galvanised steel open forge flooring panels reclaimed from the Relief Channel Moorings (free issue material that will require modification).

11107.01 Cogenhoe

Design of new vertical shaft covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the shaft for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Design of new actuator covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the actuator for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

21111.01 Godmanchester

Design of new vertical shaft covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the shaft for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Design of new actuator covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the actuator for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Design of removable laydown/infill panels to the top surface of the guillotine gate (beneath the horizontal drive shaft) re-using the galvanised steel open forge flooring panels reclaimed from the Relief Channel Moorings (free issue material that will require modification).

21114.01 St Ives

Design of removable laydown/infill panels to the top surface of the guillotine gate (beneath the horizontal drive shaft) re-using the galvanised steel open forge flooring panels reclaimed from the Relief Channel Moorings (free issue material that will require modification).

Design of solution to address the clash between the floating landing stage (guide pile bracket) and the adjacent bankside steel piling and failed concrete deck.

Design of a replacement bridge deck (sharks tooth flooring panels) with GRP mini mesh deck material (12mm square holes, Green).

11127.01 Lower Barnwell

Design of new actuator covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the actuator for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Replacing the existing steel punched flooring providing the deck to the footbridge with a mini-mesh deck. Design any alterations required to the existing bridge structure to accommodate the new deck material.

12103.01 Rushmills

Design of a fixed level landing stage structure in replacement of the existing downstream floating landing stage. The replacement structure is to be provided in accordance with Performance Specification Ref: LM18-01 Found in ASITE: WWAN000XX_AREA_ANGLIAN WW

11109.01 White Mills

Design of new vertical shaft covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the shaft for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Design of new actuator covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the actuator for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

11106.01 Billing

Design of new vertical shaft covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the shaft for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Design of new actuator covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the actuator for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Design of new headwork covers such that the entire headworks are covered. Appropriate lockable hatches are to be provided to all faces of the cover.

11121.01 Denford

Design of new vertical shaft covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the shaft for inspection and maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Design of new low level gearbox covers in accordance with Specification GGVC19-01. The new covers shall be lockable and hinged so as to expose and access the gearbox for inspection and

maintenance/repair; the hinges shall not be visible when the cover is in its closed/locked position. The design shall be such that the covers do not provide a means of climbing the structure.

Design of new headwork covers such that the entire headworks are covered. Appropriate lockable hatches are to be provided to all faces of the cover.

S 301 Design responsibility

The design responsibility sits with the *Contractor* for those items identified in S300

S 302 Design submission procedures

All of the designs for the items stated in S300 above need to be submitted for acceptance from the *Project Manager* and *Client Senior User* prior to installation.

S 303 Design approval from Others

Not applicable.

S 304 Client's requirements

The specification for access panels is detailed in S300 above. All designs should be designed for a 25yr design life. If a design cannot comply with the 25yr design life, the *Contractor* is to upload a proposal for acceptance. Acceptance will not be unreasonably withheld on receipt of the supplier's certification details and evidence/understanding being provided that the 25yr design life cannot be achieved via a different supplier.

The Environment Agency policies for health, safety & welfare and environmental policies are always to be adhered to including applying the Construction Design & Management requirements to the designs. Human Factors needs to be considered for all designs, the finished *works* need to be safely and comfortably maintained over the lifetime of the *works*. The *works* should be designed as a public space, with protections in place that cannot be removed by the public for areas and spaces that the public should not access and safe areas for the public to use the finished *works* for the intended purpose.

The designs need to include exemplar low carbon solutions where possible to feed into a positive outcome for the Carbon reporting required under this contract.

All documentation created for the designs and the *works* need to apply the Environment Agency requirements to implement a BIM strategy over the documentation.

All documentation deliverables specified in the individual scheme *Scopes* are to be provided in both electronic and hard copy, in a format that can be updated following future inspections

S 305 Design co-ordination

All investigations carried out in advance of the core *works* items shall be completed in sufficient time ahead of the works so as to enable any recommendations to be added to the Scope of works via a *Project Manager's* Instruction (PMI) for delivery with the core *works* (unless agreed

otherwise). 10 working days are required for the consideration of any findings and recommendations arising from the investigations.

Work with the *Client* project manager in the preparation and submission to NEAS, documentation for the Environmental Screening. Provide the methodology for carrying out the *works*, the materials to be used, the Site Waste Management Plan and the Site access plan

S 306 Requirements of Others

Not required.

S 307 Copyright/licence

The Environment Agency reserves full copyright on all documentation produced in connection with this commission.

S 308 Access to information following Completion

All documentation deliverables are to be provided in both electronic and hard copy, in a format that can be updated following future inspections

S 309 Site investigations

1. The *Contractor* obtains soils information as necessary for the design of the *works*. The *Contractor* specifies, procures, manages and undertakes Site investigations to inform the detailed design of the *works* and to manage their risk of unforeseen ground conditions during construction. The *Contractor* undertakes laboratory testing of samples, and longer term monitoring of Site conditions as required. This supplements the information provided in the Site Information.

2. The *Contractor* liaises with all historic environment stakeholders as required to ensure that the heritage and archaeological risks are identified and appropriately managed. The *Contractor* obtains all necessary consents and approvals.

3. The *Contractor* provides the *Project Manager* with the final Factual Report of the investigation in digital format.

5. The *Contractor* reviews and analyses the data within the Factual Report and prepares an Interpretative Report to support their detailed design. The *Contractor* provides the *Project Manager* with the final Interpretative Report in digital format.

6. The *Contractor* informs the *Project Manager* 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 requirement for Completion to be certified, without these items the *Client* is unable to use the *works*:

- 1 hard copy of Health and Safety File and one electronic version
- 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 and Carbon 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 Sectional Completion definition

- N/A

S 403 Training

N/A

S 404 Final Clean

The *Contractor* shall leave the Site in a clean, tidy condition and having removed all equipment, Plant and Materials not required for the permanent works to the satisfaction of the *Client*, landowners and Stakeholders.

S 405 Security

Access keys and reinstated boundary fencing to be handed over to the *Client*

S 406 Correcting Defects

Access and correction of defects to be arranged with the *Project Manager* and *Client*.

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 Senior User. The initial inspection shall take place a minimum of three days in advance of the planned takeover or Completion.

S 408 Take over

Once a scheme is complete and the *Client* has conducted a satisfactory Scheme Acceptance the Site can be handed back to the *Client*.

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

The *Contractor* shall submit their programme for acceptance in accordance with the time scale stated in Contract Data Part 1. The programme shall comply with the requirements set out in Clauses 32 and be produced in an electronic format in Microsoft Project and *.pdf formats including a single hard copy. The revised programmes for acceptance shall be submitted via Fastdraft to the *Project Manager*.

Further to the requirements of ECC Clause 32, the *Contractor* shall provide a written explanation of changes to each programme activity, sufficient to enable the *Project Manager* to understand the cause and impacts.

S 503 Methodology statement

A schedule of method statements and risk assessments as set out in the Environment Agency Operational Instruction 300_10_SD06 shall be included with each updated programme. This schedule includes items relating to both the temporary and permanent *works*.

Method Statements shall be submitted to the *Project Manager* in advance of the associated activities taking place. The *Contractor* shall allow the *period for reply* for acceptance of method statements. If the method statement has not been accepted and is resubmitted, the *period of reply*, applies again. Work does not commence until the *Project Manager* has accepted the relevant method statement. The *Contractor* shall do the work in accordance with the accepted method statement.

Method statements submitted for acceptance shall include (but are not limited to) the following matters:

- a) Health & safety measures;
- b) Extent of Working Areas and protective barriers;
- c) Access to Working Areas, including confined spaces;
- d) The implementation of relevant statutory regulations;
- e) The design and construction of temporary *works*;
- f) How the environmental impact of the activities is to be minimised;
- g) Equipment requirements, siting and mode of operation;
- h) Labour requirements and supervision including competency requirements;
- i) Delivery and storage of Materials;
- j) Provision of access to third Parties;
- k) Details of the construction sequence;

- l) Details of working methods;
- m) Detailed programme of work covered by the method statement;
- n) Implementation of the results of any consultation with third Parties;
- o) Contingency plans in the event of flooding, other difficulties or emergencies;
- p) Risk and COSHH assessments;

S 504 Work of the *Client* and Others

The *Contractor* is to include dates for Site Acceptance by the *Client*

S 505 Information required

The information required to commence *works* on Site is detailed on the Stop/Go Form. The *Contractor* is accountable and responsible for ensuring that all information has been provided and the Stop/Go Form checked and signed off by the Principal Designer prior to the Start on Site date

S 506 Revised programme

Any changes to the programme are to be summarised by the *Contractor*.

S 600 Quality management

S 601 Samples

Any materials and samples taken as part of the Ground Investigation required including any procedures for submission and acceptance are to be shared with the *Client*

S 602 Quality Statement

The *Contractor*, shall submit their quality plan to the *Project Manager* within 4 weeks of the starting date

S 603 Quality management system

The *Contractor's* Quality Management System (QMS) shall be outlined in a Quality Plan complying with the spirit of ISO 9001, although accreditation is not mandatory.

The objective of the quality system is assurance at all stages of the project, that the work is being carried out in accordance with the Contract. The Quality Plan shall cover all stages of the Contract, including design and construction.

Copies of the Quality Plan, quality records and other quality documentation shall be submitted to the *Supervisor* promptly and, in respect of imported materials, before such materials arrive on the Site.

The quality procedures for the construction period shall be provided with the preliminary method statement prior to any work commencing and shall be agreed with the *Project Manager*.

The *Contractor* shall ensure an Environmental Management System (EMS) is in place for this contract. This EMS shall comply with the spirit of ISO 14001 although accreditation is not mandatory. The EMS shall ensure:

- a) Documentation stating the intentions, targets and principles in relation to environmental performance is signed by the organisation's representative and assure it is communicated internally and externally;
- b) A clear structure with documented roles and responsibilities for employees and relevant Parties, including an emergency procedures post (i.e. regarding environmental accidents) is in place;
- c) A reporting system is set to provide the *Project Manager* information on all incidents and provide information for any necessary environmental audits;
- d) The development of method statements to protect all environmentally sensitive aspects of the design, manufacturing, installation and commissioning process, that can be audited by the *Project Manager*;
- e) A policy to promote efficient and sustainable purchasing and disposal of all material necessary for the design, Site work and manufacturing aspects (e.g. ensure suppliers have an EMS, recycle to the extent possible).

The *Project Manager* or their representative(s) shall be entitled to audit the *Contractor's* management systems at any time subject only to giving the *Contractor* 24 hours' notice of their intention.

S 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager. The *Contractor* is to comply with the accepted BIM drawing numbering and file naming system, once it has been accepted.

S 700 Tests and inspections

S 701 Tests and inspections

The tests and inspections required to carry out and complete the *works* including the specification and standards can be found on ASITE: WWAN000XXX-AREA-ANGLIAN WW. These reflect Clause 40.1, 40.2, 41.1 and 60.1 (16) and may include but not limited the following;

- 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.

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 carried out in accordance with this Scope and the accepted design.

S 703 Covering up completed work

Works can be covered up once they have been inspected and tested

S 704 Supervisor's procedures for inspections and watching tests

The *Project Manager* is to be informed as the work progresses of any *works* that require inspection or testing.

S 705 Reduction of carbon against the original solution carbon budget

Where possible the *Contractor* is required to reduce the carbon measure for the scheme. The measure for this carbon reduction is to be calculated using the Environment Agency carbon tool (inclusive of calculation and associated reports). Reporting updates must be provided on a monthly basis and at the end of each business case cycle.

S 800 Management of the works

S 801 Project team – Others

The project shall be administered in accordance with this contract and the Parties identified within the Contract Data will have the responsibilities assigned to them by the contract.

For information the following other Parties (in addition to those identified in the contract) are involved in the overall management of the project:

- a) **Project Board** – this comprises senior members of the *Client's* staff including the Project Sponsor, Project Executive, Senior User, Senior technical staff and a Senior Supplier representative. The Project Board provide oversight and direction to the overall project.
- b) ***Client's* Project Delivery Team** – including the *Client's* project manager, Senior user representative and *Client's* technical staff responsible for the delivery of the project.
- c) **Principal Designer** – appointed under the CDM Regulations. Duties are as defined in the CDM regulations and the *Clients* Health, Safety, Environment and Welfare Code of Practice.
- d) **Cost Manager** – responsible for managing the cost aspects of the project on behalf of the *Client*.
- e) **Independent Technical Advisor (ITA)** – this organisation will support the project by providing independent technical advice to the *Client*.

The *Contractor's* Project Manager shall be demonstrably experienced in delivering similar sized, technically and logistically-complex projects on operational Sites and shall be ICE NEC4 Project Manager Accreditation qualified for the use of the NEC4 form of contract.

The *Contractor* shall provide a single, named, person as their design manager to be responsible for the management of the design elements. The design manager shall be experienced in the delivery of the design of similar size and complexity projects.

The Project team

- | | |
|-----------------------------------|-------------------------------|
| • <i>Client</i> Senior User | Andy Bennison |
| • Project Executive | John Routledge |
| • <i>Client's</i> project manager | Steven Wilby |
| • Design Team | Arup |
| • Contractor | Jackson Civil Engineering Ltd |
| • Principal Designer | Brian Smith |
| • ECC PM | Dan Clark |
| • Cost Manager | Martin Dobbs |
| • Site Supervisor | TBD |

The *Client* project team will be supplemented by others as the programme matures.

S 802 Communications

In managing the services the *Contractor* shall:

- Maintain weekly contact with the *Client's* project manager and the *Client's* environmental project manager (FBG) such that the *Client* is fully informed of progress and issues.

- Organise and produce an agenda for progress meetings at 4-week intervals. The ECC *Project Manager* shall take minutes and will circulate to both the *Contractor* and *Client* following the meeting. Meetings shall be held by telecon. The *Contractor* shall manage these meetings to best realise the efficiencies of the project and the key personnel involved.
- The *Contractor* shall be responsible for the meeting agendas and shall circulate to both the ECC *Project Manager* and the *Client* at least 3 working days before the progress meeting.
- The *Contractor's* project manager and environmental lead shall attend all progress manager). Any relevant technical staff will be required as appropriate.
- Two clear working days before the progress meetings the *Contractor* shall prepare and issue to the *Client* monthly progress reports to include financial, progress, programme, risk, efficiencies and issue log updates / resolutions.
- The first Friday of every month the *Contractor* shall revise and issue to the *Client* their monthly expenditure forecast. This shall show spend to date and forecast cost to complete, broken down monthly and separately for each project within the package for the duration of the Programme.
- The *Contractor* shall be represented on the Project Board, as requested by the *Client*, by the Project Director or Framework Manager with substantial relevant experience.

S 803 Monthly Progress Reporting

The *Contractor* submits formal monthly progress reports to the *Project Manager*, on a regular date to be specified by the *Project Manager*.

The monthly progress reports shall cover the following:

- a) Health & safety incidents
- b) Progress
 - Activities started, progressed and completed during the month;
 - activities planned for the forthcoming month;
 - summary of transfers and any effect on working;
 - significant changes to the Scope instructed;
- c) Labour/Materials/Equipment
 - summary of principal Equipment and Materials brought to Site or taken off Site;
 - Subcontractors on Site; and
 - numbers on Site.
- d) Programme
 - A marked up copy of the Accepted Programme showing progress and percentage Completion of each activity; and
 - a revised programme (if appropriate, or if required by the Contract Data part one).
- e) Issues
 - Problems encountered or anticipated (Note: this does not surplante the early warning process).
- f) Information/services required from the *Client*
- g) Public relations
 - Contacts with the public or other third Parties; and
 - complaints or claims.
- h) Environmental
 - Pollution incidents;
 - recycling and waste reports;
 - updates to the EAP;

- progress on discharge of planning conditions;
 - Site Waste Management Plan data sheets;
- i) Representative progress photographs
- j) Any other issue/subject requested by the *Project Manager*.

S 900 Working with the *Client* and Others

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

Should the *Contractor* have to share the Site with others, the *Contractor* will arrange with the *Project Manager* how the Site will be managed and under whose control. Taking into consideration Clauses 25.1 and 60.1(5) Provide a list of activities to be undertaken, explaining the following.

- What is being done,
- Who is doing it,
- When it is being done, and for how long,
- Where is it being done,
- How the *Contractor* is to co-operate and share the Working Areas.

S 902 Co-operation

The *Contractor* is required to co-operate with all third-party stakeholders in obtaining and providing information which is needed by the *Client* in connection with the *works*.

S 903 Co-ordination

The *Contractor* will initially liaise with the *Project Manager* to agree the co-ordination of *works* and access.

S 904 Authorities and utilities providers

The *Contractor* shall be responsible for arranging and managing all of the *works* by utility providers to enable water, telecommunication and electricity service connections necessary to provide the *works*.

The *Contractor* is responsible for the enquiry, management, procurement and provision of notices and Payment for any temporary or permanent service diversions required to be undertaken for the *works*.

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

The *Contractor*, Sub-contractors and designers are expected to:

- Use local employment and local training initiatives where appropriate and practicable;
- Look for opportunities to enhance community benefits
- Encourage a diverse supply base that includes local Small and Medium Enterprises, social enterprises and the Voluntary in the Community Sector.
- Develop and integrate modern apprenticeship opportunities and encourage the consideration of diversity and equality in our decisions. Demonstrate compliance with the Equality Act 2010 through the work delivered. Projects and community engagement should be inclusive and accessible for all. The Environment Agency “Access for All Design Guidance” is available to support this approach.
- Adopt a policy of equal opportunities to encourage a diverse workforce;
- Offer training and development to all staff, including the *Client*’s to meet individual, project and company needs.

The *Contractor* shall register with the Considerate Constructor’s Scheme (CCS). CCS banners etc. shall not be displayed in order to maintain the low profile of the *works*.

Findings from CCS audits must be promptly copied into the project team and the Environment Agency's Senior Health, Safety and Wellbeing Business Partner.

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*

For the use of the *Contractor's* employees and workforce, the *Contractor* shall provide temporary offices, sanitary arrangements, stores, workshops, compounds and the like necessary for the Completion of the *works* and correction of Defects. The general siting and layout of these shall be accepted by the *Project Manager*.

The *Contractor* shall be responsible for arranging their own electricity, lighting, water, telephone supplies and drainage facilities for the compound and for the execution of the Contract and shall be responsible for all costs and charges in connection therewith.

All temporary installations shall comply with statutory regulations and shall be in accordance with current best practice.

The *Contractor* provides and erects where construction activities are taking place, where directed, a 'Portacabin' or part of a 'Portacabin' or equal approved office for the use of the *Supervisor, Project Manager* and their staff. The offices are not less than 15m² in plan and are equipped with a minimum 2 desks and chairs, 2 lockable drawer units and a 3 shelf bookcase (minimum 1.5m high x 1.2m wide) or equivalent shelving units.

The *Contractor* shall clean the accommodation daily, maintain it for the duration of the project and remove it on Completion. All items provided shall revert to the *Contractor's* ownership on Completion.

All offices and their contents shall be insured by the *Contractor* for a sufficient sum to cover damage or loss by fire or theft, and any damage or loss is made good by the *Contractor*.

The accommodation is provided ready for use within 7 calendar days of the *Contractor* accessing the Site, unless otherwise agreed with the *Project Manager*.

Accommodation and services are removed by the *Contractor* on Completion, or at such other date as directed by the *Project Manager*.

The *Contractor* provides the following facilities for the exclusive use of the *Supervisor, Project Manager* and their staff where construction activities are taking place:

For the exclusive use of the *Supervisor, Project Manager* and their staff, a Wireless All-in-One A3 Colour Ink-jet - copier / printer / scanner, or similar approved, complete with paper and replacement ink cartridges for the duration of the Contract.

Unlimited download broadband internet connection via Wi-Fi.

The *Contractor* provides, maintains and removes on Completion the following facilities for the use of the *Supervisor, Project Manager* and their staff where construction activities are taking place and should be shared with the *Contractor's* Site supervision staff.

Washrooms with WC and washbasin with hot and cold running water and clothes rack. Temporary arrangements for the disposal of sewage shall be provided. Clean towels, soap, toilet paper, etc, are provided as required.

Kitchen facility including kettle, microwave and fridge. Clean towels, cups, plates, coffee, tea, sugar and milk are provided as required.

Shower facilities.

Access to a meeting room within the Site compound.

The *Contractor* shall be responsible for the removal of foul sewage and shall allow for paying all charges in connection therewith.

The *Contractor* shall be responsible for the removal of all facilities and Plant and reinstate land on Completion. The *Contractor* shall make due allowance in his Total of Prices for on-Site Equipment.

The *Contractor* supplies, erects and maintains, for the duration of the *works* a signboard at a location to be agreed by the *Project Manager*. The *Contractor* designs the supports and foundations for the signboards and erects them at locations agreed with the *Project Manager*.

Scheme sign boards will be as specified in the Environment Agency Site Branding Guide and as agreed with the *Project Manager*.

The *Contractor* does not erect any other signboards without the written consent of the *Project Manager*.

The sign boards are maintained in good condition throughout the period of the *works* and removed by the *Contractor* on Completion of the *works*. Where necessary, planning consent and/or all necessary permissions, approvals and consents for their establishment are obtained by the *Contractor*.

The *Contractor* provides warning signs at locations agreed with the *Project Manager*, warning the public of the dangers of the *works* and bearing the name, address and emergency telephone number of the *Contractor*. The signs are erected prior to commencement of the *works* and maintained for the duration of the *works*.

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

The *Client* will provide but not limited to the following:

- Access to the Site,
- Space for the accommodation,

S 1100 Health and safety

S 1101 Health and safety requirements

The *Contractor* and their Subcontractors shall comply with the *Client's* Safety, Health, Environment and Welfare (SHEW) Code of Practice (CoP).

The *Contractor* shall provide regular toolbox talks to Site personnel to ensure that health and safety issues, the requirements of the contract and the design and the contents of method statements are communicated throughout the Site team.

The *Contractor* shall report any health and safety incidents on Site using the procedure outlined in "Environment Agency Operational Instruction 300_10_SD20: Reporting incidents at contractors' Sites". The following sequence shall be followed by the *Contractor*:

Follow internal procedures and legal duties for reporting under RIDDOR.
Report the incident to the *Client* as soon as possible.

Investigate the incident - the *Contractor* shall perform the correct level of investigation and circulate the lessons learnt.

The *Contractor* shall provide a written report within 21 days of the incident, unless otherwise agreed with the *Project Manager* to the following:

Project Manager

AND

Client

The *Contractor* shall provide first aid facilities; materials and personnel trained in first aid, for the benefit of their own people, those of their Subcontractors and the Site staff of the *Project Manager*, *Supervisor* and *Client*.

The *Contractor's* health and safety officer shall carry out regular audits of the Site *works* and submit copies of audit reports and proposed remedial actions to the *Supervisor* prior to the end of the following week.

In addition, the *Client* may carry out Site audits. The *Contractor* assists in these audits and complies with any recommendations made during such audits.

The *Contractor* provides an occupational health programme for their staff and is to be registered with "Constructing Better Health" or any such successor organisation if available.

The *Contractor* shall maintain arrangements whereby he can call out, within 2 hours, labour, Equipment and Materials outside normal working hours to carry out any work needed for an emergency associated with the *works*. The *Contractor* shall provide the *Project Manager* at all times with the names and telephone numbers of at least two senior members of the *Contractor's* Site team who are responsible for organising emergency work. These people are to be included on the *Client's* Emergency Contact List (Environment Agency Form 155_04-SD79).

The *Contractor* shall acquaint themselves and their employees with any relevant safety or environmental emergency arrangements including those of the *Client*.

The *Contractor* shall provide emergency vehicle access to properties at all times and give reasonable access to members of the emergency services who may inspect the Site.

The *Contractor* shall provide access to all parts of the Site for the *Client* to undertake emergency inspections or repairs.

S 1102 Method statements

The *Contractor* shall produce Method Statements for all construction works stating how they will undertake each element of the construction works.

Method Statements provided to support a programme for acceptance include full particulars of the methods, timing and sequence of construction, including the use and design of temporary works, Materials and Plant and Equipment proposed by the *Contractor*.

Method statements shall contain sufficient information to enable the *Project Manager* to assess any likely detriment to the proposed or the existing works or to the *Client's* overall objectives.

Method statements shall be submitted for acceptance, to include but are not limited to the following matters:

- Health & safety measures
- Extent of Working Areas and protective barriers
- Access to Working Areas, including confined spaces
- The implementation of relevant statutory regulations
- The design and construction of temporary works/loading conditions and de-watering measures
- How the environmental impact of the activities are to be minimised
- Protection of existing trees and vegetation and other environmental constraints
- Equipment requirements, siting and mode of operation
- Labour requirements and supervision
- Delivery and storage of Plant and Materials
- Provision of access to third parties
- Details of the construction sequence
- Details of working methods
- Detailed programme
- Results of any consultation with third parties
- Contingency plans in the event of flooding, other difficulties or emergencies
- Risk and COSHH assessments
- Assess impact on proposed *works*.

The *Contractor* shall submit Method Statements to the *Project Manager* at least 2 weeks in advance of carrying out items of work. The *Contractor* allows the period for reply for acceptance or rejection of Method Statements. The *works* shall not commence until the *Project Manager* has accepted the relevant Method Statements. The *Contractor* provides the *works* in accordance with the accepted method statement.

All method statements submitted to the *Project Manager* are to include environmental management actions where relevant and will be reviewed by the **Environmental Clerk of Works (ECW)**.

Contractor is required to submit method statements and risk assessments to the *Project Manager* for acceptance prior to starting *works* on Site.

S 1103 Legal requirements

The Construction (Design and Management) Regulations 2015 (the CDM Regulations) apply to the *works*.

The Principal Designer duties under the CDM Regulations 2015 shall be undertaken by a third party nominated by the *Client*.

The Principal Designer is currently:

Mott MacDonald Ltd:
Mr Brian Smith
Telephone: 07794 042175
Email: brian.smith@mottmac.com

The Client duties under the CDM Regulations 2015 shall be undertaken by the *Client*.

The Principal Contractor duties under the CDM Regulations 2015 shall be undertaken by the *Contractor*.

The Designer duties under the CDM Regulations 2015 shall be undertaken by the *Contractor*.

The CDM Pre-construction Information does not form part of the Contract.

The *Contractor* shall copy to the *Project Manager* all correspondence with the *Principal Designer*.

The *Contractor* prepares the Health and Safety File in accordance with the requirements of Environment Agency Operational Instruction 300_10_SD17: Health and Safety file (HSF) guidance document. The Health and Safety File is submitted to the *Client* and the Principal Designer for acceptance at least 20 working days prior to Completion.

The *Project Manager* will not issue the Completion Certificate until the required information as listed stated in the Environment Agency Operational Instruction 300_10_SD17: Health and Safety file (HSF) guidance document has been provided and the other stated requirements (see S400 above) for Completion have been met.

S 1104 Inspections

Both the *Project Manager* and the *Principal Designer* will review and inspect the *Contractor's* health and safety procedures prior to the start of works.

The *Project Manager* is entitled to inspect all registers, reports and certificates, which the *Contractor* is required by law to keep and issue in respect of safety matters and accidents.

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

The *Contractor* will procure subcontracts and Subcontractors in accordance with Clause 26 of this contract.

S 1202 Acceptance procedures

Clauses 26.3 and 11.2(25) (Options C and E) State any specific submission and acceptance procedures for the proposed subcontracts not based upon the NEC contract. The basic requirement for submission and acceptance is dealt with in subclause 26.3

S 1300 Title

S 1301 Marking

Any Equipment, Plant and Materials which are outside the Working Areas will be identified by the *Client* who will instruct how they are to be marked up and if any tests are required.

S 1302 Materials from Excavation and demolition

Clause 73.2 - any materials arising from excavation and demolition that cannot be reused for the new permanent works are to be disposed of by the *Contractor*.

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

A Project Bank Account is to be set up by the *Contractor* and used for the Payment of the *Contractor* and all Subcontractors in accordance with Y(UK)1: Project Bank Account.

The *Contractor* shall provide a Payment profile with milestones for design and construction deliverables.

The *Contractor* sets up a procedure for vesting of items not yet delivered to the Working Areas for the *Client* prior to Payment being made for such undelivered items.

S 1500 Accounts and records (Options C and E)

S 1501 Additional Records

The following records shall be kept by the *Contractor*:

- a. Timesheets and Site allocation sheets;
- b. Equipment records;
- c. Forecasts of the total Defined Cost;
- d. Specific procurement and cost reports.

The following records are to be provided to the *Project Manager* with all Applications for Payment, but not limited to:

- a. Staff timesheets
- b. Labour signed timesheets
- c. Plant weekly returns
- d. Material received sheets / delivery records
- e. Subcontractor applications detailing when Payments are due / paid
- f. Daily Diary sheets as completed by the Site management.

S1600 Ultimate Holding Company Guarantee (Option X4)

If not already provided under the framework the *Contractor* shall provide an Ultimate Holding Company Guarantee.

S1700 Client's work specifications and drawings

S 1701 Client's work specification

The standards and specifications for each scheme can be found listed under ASITE: WWAN000XX_AREA_ANGLIAN WW

S 1702 Drawings

The *Contractor* shall comply with the latest revision and relevant sections of all relevant regulations, standards and codes of practices at the Contract Date including, but not limited to, those listed under the individual Scheme Information Document

The *Contractor* shall comply with the BIM drawing/document numbering and file naming conventions when the convention has been accepted including renumbering/naming any previously issued drawings/documents to comply.

Should there be any conflict between specification clauses between this Scope and other documents, the matter should be resolved in accordance with ECC clause 17.1.

S 1703 Standards the *Contractor* will comply with

The standards and specifications for each scheme can be found listed under ASITE: WWAN000XX_AREA_ANGLIAN WW

Appendix 1 BIM Protocol – Information Production and Delivery Table

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