Classification: Internal





Framework: **Collaborative Delivery Framework** Supplier: **Jackson Civil Engineering Group Ltd**

Company Number:

Contract Number:

Geographical Area: Midlands

Project Name: West Midlands SHWG Asset Recovery Programme (Hereford: **Project Number:**

Contract Type: Engineering Construction Contract Option: **Option C**

Revision	Status	Originator	Reviewer	Date				





ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name

West Midlands SHWG Asset Recovery Programme (Herefordshire Projects)

Project Number

This contract is made on - 31 August 2020 between the Client and the Contractor

- . Schedules 1 to 21 Inclusive of the Framework schedules are reked upon within this contract.
- The following documents are incorporated into this contract by reference.
 Asset Recovery ECC Scope Herefordshire Revenue (3CE) 11.08.20 v3

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 avaiding disputes and the secondary Options of the NEC4 Engineering and Construction Contract June 2017.



Address for electronic communications

The Scope is in Asset Recovery ECC Scope - Herefordshire Revenue (ICE) 11.08.20 v3

The Site Information is in ENVRECOVOZBC Hereford FAS Floodwall, BIM2

The boundaries of the site are ENVRECOVO28C Hereford FAS Fleodwait_BIM2

The partner contract is Contract number project_30441 with Over Arup and Partners

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 detes and conditions to be met are condition to be met 'none set' 'none set' key data 'none set' 'none set' 'none set'

The Controctor properts forecasts of the total Defined Cost for the whole of the works at intervals no longer than 4 meets

3 Time

The starting date is 31 August 2020

The access dates are part of the Site date

The Contractor submits revised programmes at intervels no longer than

The Completion Date for the whole of the works is 01 October 2020

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

The period after the Contract Data 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 meets

The period between Completion of the whole of the works and the defects data is 52 weeks

The defect correction period is

The defect correction period for
The defect correction period for Z weeks except that

5 Payment

The currency of the contract is the $\bar{\mathbf{E}}$ sterling

The assessment interval is Monthly

The Chent set total of the Prices is

The Contractor's share percentages and the share ranges are

less than from greater than

6 Compensation events

The place where weether is to be recorded is Hareford Credenhill

- The weather measurements to be recorder for each calendar month are

 the cumulative rainfall (mm)

 the number of days with rainfall more than Smm

 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:

The weather measurements are supplied by Met Office. The weather data are the records of past weather measurement for each calender month. which were recorded at and which are evaluate from Hereford Credential
Met Office

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

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

These are additional compensation events

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 July and 31st October 2020 of 0.0 1.0 17 the Working Areas are flooded 6.0 1.0 10.1 The Working Areas are flooded 6.0 1.0 1.0 17 the reset levels accord the 1.10 AEP level. Details of the exact levels for each site shall be confirmed when the works are added to the contract by C.

1.

3.

- 4. 'not used' 5. 'not used'

& Liabilities and insurance

These are additional Client's Nabilities

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



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

not less than the amount required by law

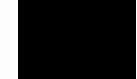
The insurance against loss of or damage to the works. Plant and Hatarials is to include cover for Plant and Materials provided by the Chent for an amount of

Resolving and avoiding disputes

The tribunal is intigation in the courts

The Senior Representatives of the Chent are

Address for communications



Address for electronic communications

Name

Address for communications

Address for electronic communications

The Adjudicator is

'to be confirmed'

'to be confirmed'

Address for electronic communications

The Institution of Civil Engineers

Z Clauses

23. Correctness of Site Information and other documents
21.1 Site Information about the ground, subsoit, 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 raily on for the purpose of pricing for or providing the works.
21.2 Information regarding construction methods or processes referred to in pre-contract testing and safetyly and the Contractor is responsible for checking the correctness of any such information they raily on for the purpose of pricing for, or providing the works.

2 38: Water fevels: 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

23 Prevention: No change to prices
Delate first sentence of clause 22, and replace with:

"Quotations for compensation events except for the ammonisation 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 Contractor, Delate and Key Dates assessed by the Contractor,

Delate The 'A start of clause 53.1 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.

6 Payment for Work
Delete existing clause 11.2 (31) and replace with:
*11.2 (31) The Prize 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 Claust;

27 Aggregated Confractor's share

Delate existing dauses 54 and \$1.4 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 ranger and the corresponding Contactor's share equals the sum of the products of the immement within each share range and the corresponding Contactor's share percentage. The Contractor's share equals the sum of the products of the immement within each share range and the corresponding Contactor'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 pays its share of the excess.

54.9 If, price to the Completion Date, the Aggregated Price for Work Done to Date is greater than the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices, the contractor pays its share of the excess.

54.9 If, price to the Completion Date, the Aggregated Price for Work Done to Date is greater than the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Price for Work Done to Date and the final Aggregated Price for Work Done to Date and the final Aggregated Price for Work Done to Date and the final Aggregated Price for Work Done to Date the sum of the Works of

the batal of the b

the total of

The sump sum price for each activity which has been completed and

- a propertion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed in the purpose contract; before the date the termination certificate is issued under this emitract.

- Add:
 12 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

- I1 2(38.) The Aggregated Price for Work Done to Date is the sum of a the Price for Work Done to Date and/a the Price for Service Provided to Date in the partner contract.

Z10 Payments to subcontractors, sub consultants and

Subcontractors 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 Chent 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.

- ### E19*(UK) 3 The Contracts (Rights of Third Parties) Act
 The design consultant employed by the Contractor is required to fulfil the obligations of the warrantor under the primary mintract for design works that they complete. This includes:
 Transfer of inglist classes 21.1
 Professional indemnity immands cover to same cover as that specified for the Contractor
 Professional indemnity immands cover to same cover as that specified for the Contractor
 21.1 The Clear (the third party) may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracta (Right of Third Parties) Act 1999 and the filliowing provisions:
 21.1 Lit be parties may not resident or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and
 21.1 Lit be partied in a second or vary any provision(s) of this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B it rights against party A under this agreement.
 21.1 Exect third party is rights against party A under this agreement one 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 are remedy af a other party which exists or is available apart from that Act.

216 Disaflowed Costs

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

- was incurred due to a breach of safety requirements, or due to additional work to camply with safety requirements.

- was incurred as a result of the client issuing or 480m 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.

218 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 tap share range in the Contract Data Part 1 (120% of the total of the Prices).

Delete austing clause 54.4 and replace with:
\$4.4 If clause 54.2 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 work.

Insert the following new clause \$4.\$:
\$4.5 if clause \$4.3 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 \$4.6 Programme Payments will be made under the Framework in accordance with Schedule 17

Z19 Linked contracts

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

221 Requirement for Invoice
Add the following sentence to the end of clause 51.1:
The Party to which payment is due submits an insects to the other Party for the amount to be paid within one week of the Project Manager's certificate.
Delete senting clause 51.2:
51.2 Each certified payment is made by the later of
and week after the paying Party receives an invoice from the other Party and
where weeks after the sessesment date, or, if a different period is stated in the Contract Data, within the period stated.
It 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 an the late payment. Interest is assessed from the data by which the late payment should have been made until the date when the late payment is its under an insulated in the first assessment after the late payment is made.

222 Resolving Disputes Delete W2.1

223 Aleks and insurance Replace clause 34.1 with the following Insurance certificates are to be submitted to the *Chent* on an annual basis.

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only

Delay damages for Completion of the whole of the works are

OPTION X9: Transfer of rights

OPTION X10: Information modelling

The period after the Contract Date within which the Contractor is to submit a first Information Execution Plan for acceptance is

The minimum amount of insurance cover for claims made against the Contractor arising out of its failure to use skill and care normally used by professional providing information similar to the Project Information is, in respect of each claim

The period following Completion of the whole of the works or earlier termination for which the Contractor maintains insurance for claims made against it arising out of its failure to use the skill and care is

OPTION X11: Termination by the Client

OPTION X15: The Contractor's design

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

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

The period following Completion of the whole of the works or earlier termination for which the Contractor maintains insurance for claims made against it arising out of its failure to use the skill and care is

OPTION X18: Limitation of liability

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

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

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

The Contractor's total liability to the Client for all matters arising under or in connection with the contract, other than excluded matters, is limited to

The end of liability date is Completion of the whole of the works 6 years

after the

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

Classification: Internal

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

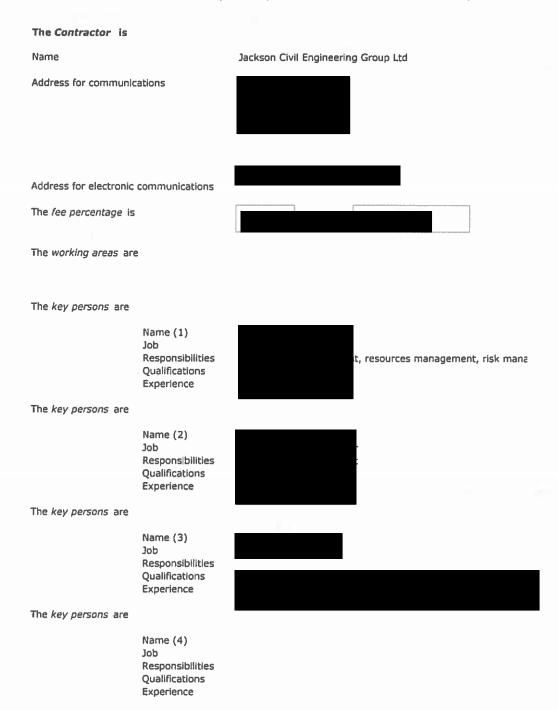
Y(UK)1

Classification: Internal

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 following matters will be included in the Early Warning Register Brexit

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

3 Time

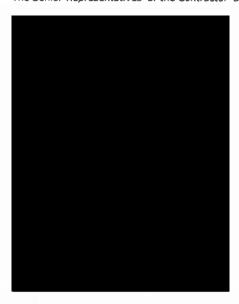
The programme identified in the Contract Data Is

5 Payment

The activity schedule is

Resolving and avoiding disputes

The Senior Representatives of the Contractor are



X10: Information Modelling

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

Y(UK)1: Project Bank Account

The *project bank* is TBA

named suppliers are

Classification: Internal

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



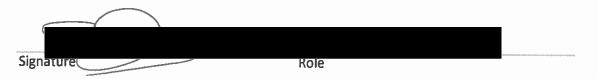
Contractor execution

Consultant execution

Signed under hand by

for and on behalf of

Jackson Civil Engineering Group Ltd



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mathematical transfer of

.....

. .

ECC Scope Template

NEC4 engineering and construction contract (ECC)

412_13_SD03

Document category: COMPULSORY

Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	WMD SHWG Asset Recovery Programme (Herefordshire Revenue)	
SOP reference		7
Contract reference		
Date	11/08/20	The sea
Version number	7 3	INITIAL HERE
Author	n analisharan hasa sa	

Revision history

Revision date	Summary of changes	Version number
	First issue	

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The works are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	2.0	18/03/20

customer service line 03708 506 506 www.environment-agency.gov.uk incident hotline 0800 80 70 60

floodine 0845 988 1188



Part 2: Non-returnable Documents

NEC - ECC 4th Ed.

Section 8 Scope

Contents List

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

Appendix 1 Asset Recovery Schedule Rev015

S 100 Description of the works

S 101 Description of the works

Following the flood event in October 2019 and the subsequent storms (Ciara and Dennis) and further flood events in early 2020, the Client commissioned two of their partners Arup and Jackson Civil Engineering to carry out a programme of asset inspections to all of the Client's assets within the Shropshire, Herefordshire, Worcestershire and Gloucestershire (SHWG) counties.

From these inspections, there will be some assets that have been identified as being below standard and require further investigation and/or immediate repair. The investigation work will be carried out by the Consultant but this scope is for any immediate repair required or repair work that comes from the Consultant's investigation report.

There are also assets that are currently below standard that the asset performance team have identified as requiring further investigation and/or immediate repair. These are identified in the Asset Recovery Schedule Rev15 (Appendix A) but for clarity they include;

- 1. AR002 River Lugg Embankment Poaching Damage
- 2. AR003 Lugg By-pass Channel Erosion
- 3. AR004 Mordiford Flood Bank Drainage Improvements
- 4. AR005 Pontrillas Flood bank Recondition
- 5. AR006 Presteigne FAS Erosion
- 6. AR013 Hampton Bishop Embankment Repairs 1
- 7. AR020 Mordiford Bridge Erosion Damage
- 8. AR023 Hampton Bishop Embankment Repairs 2

The key objective of the recovery programme is have all of the assets "Winter Ready" which means all repair works to be completed by the end of October 2020.

S 102 Purpose of the Works/ Outcome required

From the list of assets required to be repaired on the Asset Recovery Schedule Rev15, the Contractor is to;

Summary of Outcome Required;

- 1. The Client will provide a project scope for each of the assets with any supporting information
- 2. The Contractor is to arrange a site visit
- 3. The Contractor is to prepare a project proposal for review by the Client
- 4. Once the project proposal is agree then the Contractor is to prepare the following preconstruction information;
 - a. Flood Risk Activity Permit FRAP (If applicable)

- b. Risk assessment and method statement, which is to be approved by the Principal Designer
- c. Construction Phase Plan, which is to be approved by the Principal Designer
- 5. The Contractor is to hold a pre-start meeting with the Client's Senior User and Project Manager.
- 6. The *Contractor* will construct the works and produce any as-built information to go into the Health & Safety file.
- 7. The Contractor is take photographs pre and post construction which will be used as a pre/post condition survey for each site.
- 8. Procure and manage any Ground Investigation works that are required in support of the Consultant's work or that of the Contractor.

Items 1-3 are included within the Scope of this Contract. Items 4-8 will be administered as a compensation event subject to performance and agreement of target cost. Any additional projects to the programme added after Rev15 of the Asset Recovery Schedule will also be administered as a compensation event in its entirety.

Any projects which are currently being served under the Incident contract are to be administered under this Asset Recovery contract at the next suitable activity objective as listed in 1-8 above. (Example – If you are currently completing a project proposal under the Incident or any other contract, then complete this under that Incident or other contract, then move onto stages 4-8 under the Recovery contract).

The following sections apply to outcomes 4-8 and will be dealt with as a Compensation Event.

S 200 General constraints on how the *Contractor* provides the *works*S 201 General constraints

Use of the Site

This will vary from site to site and to be discussed at the pre-start meeting.

Access to the Site

This will vary from site to site and to be discussed at the pre-start meeting.

Working hours

Normal working hours are to be observed. No construction works outside of 08.00 – 18.00 Monday – Friday.

Parking

This will vary from site to site and to be discussed at the pre-start meeting.

· Pollution, ecological and environmental impacts.

All sites will be screened by the *Client's* National Environmental Assessment Service (NEAS) and the screening determination will be provided to the Contractor. The *Client* will also employ an Environmental Clerk of Works (ECoW) to supervise the works in relation to environmental matters.

• Interfaces between the works and existing things.

This will vary from site to site and to be discussed at the pre-start meeting.

Occupied premises and users.

Notices of Entry will be provided by the Client's Estate team.

Tide Information

This will vary from site to site and to be discussed at the pre-start meeting.

Enabling works

This will vary from site to site and to be discussed at the pre-start meeting.

S 202 Confidentiality

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

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

S 203 Security and protection on the site

Some of the sites are located in residential areas and have public access so adequate measures to prevent public access needs to be in place.

S 204 Security and identification of people

S 205 Protection of existing structures and services

Adequate and suitable protection measures are to be considered in all locations.

S 206 Protection of the works

S 207 Cleanliness of the roads

Allowance needs to be made to ensure all site access points are free of site traffic debris.

S 208 Traffic Management

Any traffic management measures required are to be considered.

S 209 Condition survey

Contractor to take pre and post construction photos.

S 2010 Consideration of Others

This will vary from site to site and to be discussed at the pre-start meeting.

S 2011 Control of site personnel

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

S 2012 Site cleanliness

Nothing specific over and above the usual *Contractor's* site procedures. Additional provision of Covid19 protective measures to be included such as hand santiser and hand washing facilities.

S 2013 Waste materials

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

S 2014 Deleterious and hazardous materials

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

S 300 Contractor's design

S 301 Design responsibility

Clause 21.1 N/A

S 302 Design submission procedures

Clause 21.2 N/A

S 303 Design approval from Others

Clause 27.1 State any requirements for design checks and approval by Others. This includes other departments in the EA that need to approve the design.

S 304 Client's requirements

N/A

S 305 Design co-ordination

N/A

S 306 Requirements of Others

N/A

S 307 Copyright/licence

N/A

S 308 Access to information following Completion

Once the Defects Certificate is issued the Contractor is to make available to the Client any information in connection to the permanent works.

Site investigations S 309

- 1. If there is a requirement for the Contractor to carry out any SI works then this will be scoped and dealt with as a Compensation Event.
- 2. The Contractor obtains all necessary consents and approvals.
- 3. The Contractor provides the Project Manager with the final Factual Report of the investigation in digital format.
- 4. 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:

- Provide all information to the Principal designer who will compile the Health and Safety
- 1 hard copy of Operating and Maintenance Manuals and one electronic version (where applicable).
- 1 electronic copy of As Built drawings
- Delivery of the Final Carbon Report
- The Supervisor has confirmed all of the works are complete as per the Consultant's design (where applicable) and Contractor's proposal and all identified outstanding items have been completed.

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 defect to be arranged with the Project Manager and Client.

S 407 **Pre-Completion arrangements**

Prior to any works being offered for takeover or Completion the Contractor shall arrange a joint inspection with the Supervisor, Client (scheme Project Manager) and Senior User.

S 408 Take over

Once a site location is complete then this is to be handed back to the Client.

S 500 Programme

S 501 Programme requirements

The programme complies with the requirements of Clause 31.2 and is to be updated on a weekly basis at the end of every week.

S 502 Programme arrangement

N/A

S 503 Methodology statement

N/A

S 504 Work of the Client and Others

N/A

S 505 Information required

To be provided.

S 506 Revised programme

Any changes made to a programme is to be summarised by the Contractor.

S 600 **Quality management**

S 601 Samples

Any samples required will be requested by the Client and dealt with as a CE.

S 602 **Quality Statement**

N/A

S 603 Quality management system

State any requirements for a quality management system, including accreditations or legislative standards.

S 604 **BIM** requirements

The BIM Information Manager is the Client Project Manager

S 700 Tests and inspections

S 701 Tests and inspections

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

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

S 702 Management of tests and inspections

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

S 703 Covering up completed work

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

S 704 Supervisor's procedures for inspections and watching tests

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

S 800 Management of the works

S 801 Project team – Others



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* (NEAS) 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 Contractors Project Manager and environmental lead shall attend all progress meetings (or arrange suitable replacement with agreement from the Client's Project 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 900 Working with the *Client* and Others

S 901 Sharing the Working Areas with the Client and Others

N/A

S 902 Co-operation

N/A

S 903 Co-ordination

Progress meetings as detailed in \$802.

S 904 Authorities and utilities providers

N/A

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

Consider the following and document how they are addressed on this contract:

- Public: engagement to be managed by the Client's PM.
- Project team: an inclusive working environment is to be promoted.
- Framework: a diverse approach is to be adopted at every opportunity.

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

- Access to the sites
- Notices of Entry

S 1100 Health and safety.

S 1101 Health and safety requirements

The Contractor shall make appropriate arrangements for the control of people working and visiting the Site.

The Contractor shall ensure that all persons working on or visiting the Site hold a valid and current Construction Skills Certification Scheme (CSCS) card. Persons without this card shall be escorted at all times by a member of the site team.

A visitors' book will be maintained by the Contractor in which the date, the time in, the time out, evidence of a specific Health and Safety induction, CSCS number, and the name and company of the person visiting shall be noted.

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 (ECoW).

S 1103 Legal requirements

N/A

S 1104 Inspections

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

S 1200

Subcontracting Restrictions or requirements for subcontracting S 1201

The Contractor must make the Client aware of any subcontractors they are intending to employ.

S 1202 Acceptance procedures

Clauses 26.3 (Option C).

S 1300 Title

S 1301 Marking

N/A

S 1302 Materials from Excavation and demolition

Clause 73.2 - where material cannot be redistributed or re-used on site surplus materials are to be disposed of by the *Contractor*.

S 1400 Acceptance or procurement procedure (Option C)

S 1500 Accounts and records (Option C)

S 1600 Client's work specifications and drawings

S 1701 Client's work specification

As per detailed design drawings and specification – to be issued by the *Consultant* where applicable. Individual project scope issued by the *Client*.

S 1702 Drawings

As provided with the individual project scope where available.

S 1703 Standards the Contractor will comply with

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

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

Appendix A – Asset Recovery Schedule Rev015

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ECC Scope Template

NEC4 engineering and construction contract (ECC)

412 13 SD03

Document category: COMPULSORY

Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	WMD SHWG Asset Recovery Programme (Herefordshire Revenue)
SOP reference	
Contract reference	
Date	11/08/20
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
	First issue	

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *works* are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	2.0	18/03/20



Part 2: Non-returnable Documents NEC - ECC 4th Ed.

Section 8 Scope

Contents List

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

Appendix 1 Asset Recovery Schedule Rev015

S 100 Description of the works

S 101 Description of the works

Following the flood event in October 2019 and the subsequent storms (Ciara and Dennis) and further flood events in early 2020, the *Client* commissioned two of their partners Arup and Jackson Civil Engineering to carry out a programme of asset inspections to all of the *Client's* assets within the Shropshire, Herefordshire, Worcestershire and Gloucestershire (SHWG) counties.

From these inspections, there will be some assets that have been identified as being below standard and require further investigation and/or immediate repair. The investigation work will be carried out by the *Consultant* but this scope is for any immediate repair required or repair work that comes from the *Consultant*'s investigation report.

There are also assets that are currently below standard that the asset performance team have identified as requiring further investigation and/or immediate repair. These are identified in the Asset Recovery Schedule Rev15 (Appendix A) but for clarity they include;

- 1. AR002 River Lugg Embankment Poaching Damage
- 2. AR003 Lugg By-pass Channel Erosion
- 3. AR004 Mordiford Flood Bank Drainage Improvements
- 4. AR005 Pontrillas Flood bank Recondition
- 5. AR006 Presteigne FAS Erosion
- 6. AR013 Hampton Bishop Embankment Repairs 1
- 7. AR020 Mordiford Bridge Erosion Damage
- 8. AR023 Hampton Bishop Embankment Repairs 2

The key objective of the recovery programme is have all of the assets "Winter Ready" which means all repair works to be completed by the end of October 2020.

S 102 Purpose of the Works/ Outcome required

From the list of assets required to be repaired on the Asset Recovery Schedule Rev15, the *Contractor* is to:

Summary of Outcome Required;

- 1. The Client will provide a project scope for each of the assets with any supporting information
- 2. The Contractor is to arrange a site visit
- 3. The *Contractor* is to prepare a project proposal for review by the *Client*
- 4. Once the project proposal is agree then the *Contractor* is to prepare the following preconstruction information;
 - a. Flood Risk Activity Permit FRAP (If applicable)

- b. Risk assessment and method statement, which is to be approved by the Principal Designer
- c. Construction Phase Plan, which is to be approved by the Principal Designer
- 5. The *Contractor* is to hold a pre-start meeting with the *Client's* Senior User and Project Manager.
- 6. The *Contractor* will construct the works and produce any as-built information to go into the Health & Safety file.
- 7. The Contractor is take photographs pre and post construction which will be used as a pre/post condition survey for each site.
- 8. Procure and manage any Ground Investigation works that are required in support of the *Consultant's* work or that of the *Contractor*.

Items 1-3 are included within the Scope of this Contract. Items 4-7 will be administered as a compensation event subject to performance and agreement of target cost. Any additional projects to the programme added after Rev15 of the Asset Recovery Schedule will also be administered as a compensation event in its entirety.

Any projects which are currently being served under the Incident contract are to be administered under this Asset Recovery contract at the next suitable activity objective as listed in 1-7 above. (Example – If you are currently completing a project proposal under the Incident or any other contract, then complete this under that Incident or other contract, then move onto stages 4-7 under the Recovery contract).

The following sections apply to outcomes 4-8 and will be dealt with as a Compensation Event.

S 200 General constraints on how the *Contractor* provides the *works*S 201 General constraints

· Use of the Site

This will vary from site to site and to be discussed at the pre-start meeting.

· Access to the Site

This will vary from site to site and to be discussed at the pre-start meeting.

· Working hours

Normal working hours are to be observed. No construction works outside of 08.00 - 18.00 Monday – Friday.

Parking

This will vary from site to site and to be discussed at the pre-start meeting.

Pollution, ecological and environmental impacts.

All sites will be screened by the *Client's* National Environmental Assessment Service (NEAS) and the screening determination will be provided to the Contractor. The *Client* will also employ an Environmental Clerk of Works (ECoW) to supervise the works in relation to environmental matters.

Interfaces between the works and existing things.

This will vary from site to site and to be discussed at the pre-start meeting.

Occupied premises and users.

Notices of Entry will be provided by the *Client's* Estate team.

Tide Information

This will vary from site to site and to be discussed at the pre-start meeting.

Enabling works

This will vary from site to site and to be discussed at the pre-start meeting.

S 202 Confidentiality

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

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

S 203 Security and protection on the site

Some of the sites are located in residential areas and have public access so adequate measures to prevent public access needs to be in place.

S 204 Security and identification of people

S 205 Protection of existing structures and services

Adequate and suitable protection measures are to be considered in all locations.

S 206 Protection of the works

S 207 Cleanliness of the roads

Allowance needs to be made to ensure all site access points are free of site traffic debris.

S 208 Traffic Management

Any traffic management measures required are to be considered.

S 209 Condition survey

Contractor to take pre and post construction photos.

S 2010 Consideration of Others

This will vary from site to site and to be discussed at the pre-start meeting.

S 2011 Control of site personnel

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

S 2012 Site cleanliness

Nothing specific over and above the usual *Contractor's* site procedures. Additional provision of Covid19 protective measures to be included such as hand santiser and hand washing facilities.

S 2013 Waste materials

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

S 2014 Deleterious and hazardous materials

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

S 300 Contractor's design

S 301 Design responsibility

Clause 21.1 N/A

S 302 Design submission procedures

Clause 21.2 N/A

S 303 Design approval from Others

Clause 27.1 State any requirements for design checks and approval by Others. This includes other departments in the EA that need to approve the design.

S 304 Client's requirements

N/A

S 305 Design co-ordination

N/A

S 306 Requirements of Others

N/A

S 307 Copyright/licence

N/A

S 308 Access to information following Completion

Once the Defects Certificate is issued the Contractor is to make available to the Client any information in connection to the permanent works.

S 309 Site investigations

- 1. If there is a requirement for the *Contractor* to carry out any SI works then this will be scoped and dealt with as a Compensation Event.
- 2. The Contractor obtains all necessary consents and approvals.
- 3. The *Contractor* provides the *Project Manager* with the final Factual Report of the investigation in digital format.
- 4. 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*:

- Provide all information to the Principal designer who will compile the Health and Safety File
- 1 hard copy of Operating and Maintenance Manuals and one electronic version (where applicable).
- 1 electronic copy of As Built drawings
- Delivery of the Final Carbon Report
- The Supervisor has confirmed all of the works are complete as per the Consultant's design (where applicable) and Contractor's proposal and all identified outstanding items have been completed.

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 defect to be arranged with the Project Manager and Client.

S 407 Pre-Completion arrangements

Prior to any works being offered for takeover or Completion the *Contractor* shall arrange a joint inspection with the *Supervisor*, *Client* (scheme *Project Manager*) and Senior User.

S 408 Take over

Once a site location is complete then this is to be handed back to the Client.

S 500 Programme

S 501 Programme requirements

The programme complies with the requirements of Clause 31.2 and is to be updated on a weekly basis at the end of every week.

S 502 Programme arrangement

N/A

S 503 Methodology statement

N/A

S 504 Work of the Client and Others

N/A

S 505 Information required

To be provided.

S 506 Revised programme

Any changes made to a programme is to be summarised by the *Contractor*.

S 600 Quality management

S 601 Samples

Any samples required will be requested by the Client and dealt with as a CE.

S 602 Quality Statement

N/A

S 603 Quality management system

State any requirements for a quality management system, including accreditations or legislative standards.

S 604 BIM requirements

The BIM Information Manager is the Client Project Manager

S 700 Tests and inspections

S 701 Tests and inspections

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

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

S 702 Management of tests and inspections

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

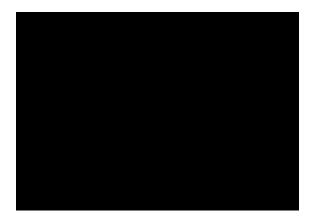
S 703 Covering up completed work

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

S 704 Supervisor's procedures for inspections and watching tests

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

S 800 Management of the works



S 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* (NEAS) 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 Contractors Project Manager and environmental lead shall attend all progress meetings (or arrange suitable replacement with agreement from the Client's Project 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.
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S 900 Working with the *Client* and Others

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

N/A

S 902 Co-operation

N/A

S 903 Co-ordination

Progress meetings as detailed in S802.

S 904 Authorities and utilities providers

N/A

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

Consider the following and document how they are addressed on this contract:

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- **Project team**: an inclusive working environment is to be promoted.
- Framework: a diverse approach is to be adopted at every opportunity.

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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*

- · Access to the sites
- Notices of Entry

S 1100 Health and safety.

S 1101 Health and safety requirements

The Contractor shall make appropriate arrangements for the control of people working and visiting the Site.

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- Labour requirements and supervision
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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** (**ECoW**).

S 1103 Legal requirements

N/A

S 1104 Inspections

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

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

The Contractor must make the Client aware of any subcontractors they are intending to employ.

S 1202 Acceptance procedures

Clauses 26.3 (Option C).

S 1300 Title

S 1301 Marking

N/A

S 1302 Materials from Excavation and demolition

Clause 73.2 - any materials arising from excavation and demolition are to be disposed of by the *Contractor*.

S 1400 Acceptance or procurement procedure (Option C)

S 1500 Accounts and records (Option C)

S 1600 Client's work specifications and drawings

S 1701 Client's work specification

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S 1702 Drawings

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

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	Sustainability Measures Form	
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