This document is executed as a deed and is delivered and takes effect at the date written at the beginning of it

Framework:	**Collaborative Delivery Framework**
Supplier:	**Jackson Civil Engineering Group Ltd**
Company Number:	[redacted]
Geographical Area:	**Midlands**
Project Name:	**Colwick (Holme Sluices) Fish Pass Construction**
Project Number:	**ENV000907C**
Contract Type:	**Engineering Construction Contract**
Option:	**Option C**
Contract Number:	**project_32820**
Stage:	**Construction**

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Colwick (Holme Sluices) Fish Pass Construction

Project Number ENV000907C

This contract is made on 29 September 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
Holme_Sluice_Fish_Pass_Construction_Scope vC03 dated 17 March 2021

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General

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

Main Option	Option C	Option for resolving and avoiding disputes	W2

Secondary Options

X2: Changes in the law

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

Construction of the Colwick (Holme Sluices) fish pass.

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

Address for communications

Address for electronic communications

The Scope is in
Holme_Sluice_Fish_Pass_Construction_Scope vC03 dated 17 March 2021

The Site Information is in
ASITE Workspace ENV0000907C - Colwick-Holme Sluices Fish Pass_BIM

The *boundaries of the site* are
As detailed in ASITE Workspace ENV0000907C - Colwick-Holme Sluices Fish Pass_BIM

The *language of the contract* is English

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

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The *Contractor's* main responsibilities

The *key dates* and *conditions* to be met are

condition to be met	*key date*
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than 4 weeks

3 Time

The *starting date* is 27 September 2021

The *access dates* are

part of the Site	date
Access to the whole of the site	27 September 2021

The *Contractor* submits revised programmes at intervals no longer than 4 weeks

The *Completion Date* for the whole of the *works* is 31 August 2023

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

The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality plan is 4 weeks

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

The *defect correction period* is 2 weeks except that
- The *defect correction period* for 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 *£8,085,900.00*

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 Syerston (Newark) Weather Station

The *weather measurements* to be recorder for each calendar month are
- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

1.
2.

3.
4.
5.

The *weather measurements* are supplied by Met Office
The *weather data* are the records of past weather measurement for each calendar month
which were recorded at Syerston (Newark) Weather Station
and which are available from Met Office

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

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

These are additional compensation events

1. 60.1 (20) The Working Areas are flooded.
2. 60.1 (21) When water levels raise above 20.35m AOD at Syerston (Newark) Weather Station.
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

£15,000,000

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

not less than the amount required by law

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

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

[redacted]

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications 'to be confirmed'

The *Adjudicator nominating body* is The Institution of Civil Engineers

Z Clauses

Z1 Correctness of Site Information and other documents

Z1.1 Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client*, but is not warranted correct. Clause 60.3 does not apply to such Site Information and the *Contractor* is responsible for checking the correctness of any such Site Information they rely on for the purpose of pricing for or providing the *works*.
Z1.2 Information regarding construction methods or processes referred to in pre contract health and safety plans are provided in good faith by the *Client* but are not warranted correct (except for the purpose of promoting high standards of health and safety) and the *Contractor* is responsible for checking the correctness of any such information they rely on for the purpose of pricing for, or providing the *works*.

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

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

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:
"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor*.
Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *Contracto*r.
Delete 'The' At start of clause 63.1 and replace with:
"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

Z 4 The Schedule of Cost Components

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

Z 6 Payment for Work
Delete existing clause 11.2 (31) and replace with:
"11.2 (31) The Price for Work Done to Date is the total Defined Cost which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee, not exceeding the forecast provided under clause 20.4 and accepted by the *Client*."

Z7 *Contractor's* share
After cl54.2 and before cl54.3, insert the following additional clause:
54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

Z10 Payments to subcontractors, sub consultants and
Subcontractors
The *Contractor* will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.
If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.
Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

Z11Y(UK) 3 The Contracts (Rights of Third Parties) Act
The design consultant employed by the *Contractor* is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes:
Transfer of rights clause Z11
Professional indemnity insurance cover to same cover as that specified for the *Contractor*
Z11.1 The *Client* ('the third party') may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999 and the following provisions:
Z11.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and
Z11.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.
Z11.2 Except as provided in clause Z11.1, this agreement does not create any right enforceable by any person who is not a party to it (Other Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a other party which exists or is available apart from that Act.

Z16 Disallowed Costs
Add the following bullets to clause 11.2 (26) Disallowed costs
• was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.
• was incurred as a result of the client issuing a Yellow or Red Card to prepare a Performance Improvement Plan.
• was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

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

section	description	*completion date*
1	Completion of all in-channel works	02 October 2022

X7 plus X5

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

section	description	amount per working day
1	Completion of all in-channel works	[redacted]

The delay damages for the remainder of the *works* are [redacted]

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 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

12 year(s)

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 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

£5,000,000.00

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

£5,000,000.00

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

£5,000,000

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

£5,000,000.00

The *end of liability date is* 12 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*
Not used	Not used

Part Two - Data provided by the *Contractor*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Contractor* is

Name: Jackson Civil Engineering Group Ltd

Address for communications: [redacted]

Address for electronic communication

The *fee percentage* is: Option C — [redacted]

The *working areas* are: the site including haul routes and compounds

The *key persons* are

Name (1): [redacted]
Job: Contracts Manager
Responsibilities:
Qualifications: refer to CV
Experience: refer to CV

The *key persons* are

Name (2): [redacted]
Job: Project Manager
Responsibilities:
Qualifications: refer to CV
Experience: refer to CV

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

Access agreements to be finalised across existing watercours
very little float on programme to meet completion of in chan
Stats diversions to be finalised

2 The Contractor's main responsibilities

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

contractor does not provide scope for its design

3 Time

The programme identified in the Contract Data is

5 Payment

The *activity schedule* is
to be developed from client set target

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1) [redacted]
Address for communications
Jackson Civil Engineering
[redacted]

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
Jackson Civil Engineering
[redacted]h
[redacted]

Address for electronic communications
[redacted]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is
Information execution plan to be developed

Y(UK)1: Project Bank Account

The *project bank* is
to be advised

named suppliers are
to be advised

Contract Execution

Client **execution**

Signed as a Deed by [redacted] for and on behalf of the Environment Agency

[redacted] 29/09/2021 Senior Lawyer (Team Leader)

Signature Date Role

In the presence of:

[redacted] 29/09/2021 Costs Manager

Signature Date Role

[redacted] Address [redacted]

Name [Print]

[redacted]

[redacted]

Contractor **execution**

Signed as a Deed by [**PRINT NAME**] for and on behalf of Jackson Civil Engineering Group Ltd

[redacted]

[redacted] 23/09/2021 Pre-Contract Director

Date Role

23/09/2021 Commercial Lead

Date Role

Address [redacted]

[redacted]

Name [Print]

Environment Agency
NEC4 engineering and construction contract (ECC)
Scope

Project / contract information

Project name	Colwick (Holme Sluices) Fish Pass Project – Construction Phase
SOP reference	ENV0000907C
Contract reference	project_32820
Date	17 March 2021
Version number	C03
Author	[redacted]

Revision history

Revision date	Summary of changes	Version number
13/02/20	First issue for pricing	P01 (Status S8)
31/03/20	Update following initial *Client* Review	P02 (Status S8)
01/09/20	Construction Issue Scope	C01 (status A4)
22/02/21	Construction Issue incorporating Value Engineering	C02 (status A4)
17/03/21	Changes to S402 Sectional Completion Dates	C03 (status A4)

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 prevails. 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	Version 9	29/08/18

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 BIM Protocol – Production and Delivery Table
Appendix 2 BIM Protocol – Employers Information requirements
Appendix 3 Scope Drawing List
Appendix 4 Scope Document List
Appendix 5 Site Information List

S 100 Description of the *works*

S 101 Summary of the *works*

1. The *works* are to construct a fish pass at the Holme Sluice barriers at Colwick Country Park in accordance with the information set out in the Scope.

2. The design the *Client* provides in the Scope is a 200m long bypass channel, divided into 20 pools with deep vertical slots and notches to make passable conditions to all species of fish. The channel is 6.5m wide and up to 6m below ground level. In normal flow conditions it will run with a 1.7m depth of water.

3. The River Trent water level is maintained at 20.85mAOD by the *Client*'s Holme Sluice structure. The *Client* has a legal requirement to maintain the River Trent water level upstream of Holme Sluice to 20.54mAOD. Water is controlled into the fish pass by a radial gate at the upstream end which is triggered to close when the upstream water level drops below 20.85mAOD. A stop log gantry is positioned upstream of the radial gate for emergency closure of the fish pass and maintenance of the radial gate.

4. Two new road bridges and a road diversion provide access to the compound and allow room for the fish pass construction outside the existing *Client* compound.

5. Site clearance and some landscaping is also included within the *works*. However, replacement of trees, shrubs and bushes that are removed during the site clearance to deliver the *works* will be undertaken via the *Client's* Landscape Framework Contractors and do not form these *works.*

S 101 Purpose/Objective of the Works

1. Holme Sluices is the largest barrier to fish passage in the Midlands area with fish unable to migrate upstream past the sluice gates due to the water velocities under each sluice gate. Maintenance of the sluices is economically justifiable due to impacts on other stakeholders (including Nottingham City Council (NCC)) and the *Client*'s statutory obligation to maintain water levels in the River Trent for navigation.

2. The Water Framework Directive (WFD) assessment for the Trent waterbody upstream identifies fish failure as a significant reason for the Trent not meeting the required status of 'good ecological status (GES)' or 'good ecological potential (GEP)' and failing under the WFD.

3. Enabling fish passage at Holme Sluices enables the Environment Agency to adhere to the Water Framework Directive (WFD), the Salmon and Freshwater Fisheries Act (SAFFA) and the Eel Regulations (Eel Regs) and is a key element of the 2010 strategy 'Eel Management plans for the United Kingdom – Humber River Basin District'.

4. The *Client*'s main investment objectives are:

    a. Environment Agency discharge their obligations under SAFFA and Eel Regs as the asset owner of Holme Sluices, also contributing towards achieving WFD objectives;

    b. Restore fish passage to the River Trent, unlocking 60km of upstream habitat;

    c. Contribute to the regeneration of the River Trent by demonstrating to other barrier owners the importance of fish passage via the construction of a fish pass on the largest barrier in the catchment; and

    d. Education of the local community about fish passage and river regeneration through the implementation of the Trent Gateway Project.

5. The *Contractor* constructs a fish pass at the Holme Sluice barriers at Colwick Country Park that meets the investment objectives listed above.

S 102 Description of the *works*

1. The *works* are to construct a fish pass at the Holme Sluice barriers at Colwick Country Park in accordance with the information set out in the Scope.

2. The drawings describing the *works* are provided in Appendix 3.

3. The documents describing the *works* are provided in Appendix 4.

4. Further detail on the *Contractor* design is in S300, in summary the *Contractor* design includes:

   a. The radial gate on the fish pass;
   b. The fish pass stop log gantry system;
   c. The reinforced concrete slab required for the fish pass stop log gantry system;
   d. The connection of the radial gate to the concrete channel;
   e. The eel pass ramp to be mounted to the radial gate;
   f. MY3 Prestressed beams for both the road bridges;
   g. The upstream debris boom;
   h. Davit arms and mounts;
   i. ARIS Camera mount and PIT Loop Antennae;
   j. Downstream stop logs;
   k. Steel work fabrication drawings; and
   l. All temporary works design.
   m. Protection of the existing H&T downstream stilling well.

5. The *Contractor* constructs the *works* in accordance with the *Client*'s code of practice, title Safety Health Environment Wellbeing Code of Practice, (SHEW COP) dated May 2018.

6. The *Contractor* constructs the fish pass described in the Scope in a method such that it proves value for money to the *Client* in line with benefits in the Full Business Case and results in economic efficiencies based on the project budget.

7. The *Contractor* discharges planning conditions as described in the Scope. Note: planning permission is only required for the new 'Fences and Gates'.

8. The *Contractor* undertakes the *works* using methods that result in positive environmental outcomes and demonstrate mitigation has been considered. Appendix 4 contains documents describing environmental requirements on the *works* such as the Environmental Action Plan and archaeological Written Scheme of Investigation that place environmental duties on the *Contractor.*

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

S 201 General constraints

1. **Use of the site**

The *boundaries of the site* are the extents shown on the drawings in Appendix 3, ENV0000907C-TVO-00-Z1-DR-C-1001-Site Plan.

The Site contains a *Client* operational site, Holme Sluice Compound, which must remain operational throughout the *works.* Access to the Holme Sluice Compound must be available to the *Client* at all times, including out of hours and public holidays.

Prior to the possession of the *site* the *Client* supplies the *Contractor* with the known names and addresses of relevant landowners and occupiers.

The *Contractor* informs the *Client* one month prior to the possession of the site. The *Client* issues statutory Notices of Entry for all private land within the Site at least 7 days before the possession dates. Additional Working Areas required by the Contractor outside of the Site are provided by the *Contractor*.

A site compound area has been proposed for use by the *Contractor*. The *Contractor* may propose alternatives and submit them to the *Project Manager* for acceptance. The proposed site compound is located on the gravelled car park adjacent to the Holme Sluice compound as shown on the drawings in Appendix 3, ENV0000907C-TVO-00-Z1-DR-C-1001-Site Plan. The *Client* arranges landownership agreement with Nottingham City Council. The *Contractor* improves the condition of the car park to make it suitable for a construction compound.

The *Contractor* notifies the *Project Manager* of any additional Working Areas that he has negotiated outside of the boundaries of the site before entering them.

The *Contractor* defines his working area and submits this to the *Project Manager* for acceptance. The *Contractor* confines his construction operations to the working areas.

The *Contractor* proposes the location of the scheme sign board at the Site office to the *Project Manager* and gains any necessary permissions, approvals and consents for its establishment at least one week prior to its planned installation date.

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

The public have a right of access within Colwick Country Park with the exception of the working area and the *Contractor'*s compound.

Nottingham City Council have a right of access within the Colwick Country Park including the marina, visitors centre and adventure centre. They do not have right of access to the *Contractor*'s working area or compound.

The *Contractor* keep owners and occupiers informed of the effect of the *works* on their land as required by the *Project Manager*.

The *Contractor* keeps records of the dates of his first entry onto and departure from all property and lands of each owner and occupier (including public highways, footpaths and thoroughfares) together with the dates of the erection and removal of all temporary fencing.

2. **Access to the Site**

The location of the Site is shown on the drawings in Appendix 3, ENV0000907C-TVO-00-Z1-DR-C-1001-Site Plan. The address of the site is Holme Sluices Compound, Colwick County Park, Mile End Road, Colwick, Nottinghamshire, NG4 2EW.

Site access and egress is from/to Mile End Road down River Road (both residential streets) and into the Colwick Country Park. Access through the park is along the private road and is shared with Colwick Country Park personnel, the general public, recreational park users and marina users.

There is a load restriction where River Road crosses the old river alignment upon entering the park. The *Client* report has been included in the PCI, FT08-JBA-00-2_00-RP-C-0001-S3-P02-River_Road_Bridge_Assessment. The report states that the bridge has an overall capacity of 7.5T, however with appropriate control measures, specifically approved vehicles of up to 40T may use the bridge. The bridge width is 4725mm, with the edge beams having a 7.5T capacity, the central beams, 3250mm wide have 40T capacity. The *Contractor* is to assess the requirements of plant and deliveries to the site and undertake additional mitigation to enable access to the site as required.

There is an access restriction to entering the park from a paid entry barrier. Access to be arranged by *Client* from Nottingham City Council.

The access to the site must remain available to others throughout the *works.*

No other access is used or constructed without the *Project Manager*'s written acceptance.

The *Contractor* does not enter or use the Site for any purpose not connected with the *works*.

3. **Possession of the Site**

Shortly before first entry, the *Contractor* undertakes 'Pre-start condition surveys' of all highways, property and land as agreed with the *Project Manager* (including trees, boundaries, crops and any other features which may be affected by the work) within the Boundaries of the site and of the access route(s).

The Pre-start condition surveys shall consist of digital photographs with an inventory, and a pdf location map of the photos. Copies of the survey shall be made and provided to the following:

a) *Client* (electronic format);

b) *Supervisor* (electronic format and hard copy);

c) *Project Manager* (electronic format);

d) Landowners whose land is used to access the Site or whose land forms part of the Site (hard copy); and

e) Occupiers whose land is used to access the Site or whose land forms part of the Site (hard copy).

The *Contractor* undertakes similar 'Post-completion condition surveys' when the work is complete and on dates agreed with the *Supervisor*. Copies of the 'Post-completion condition surveys' are distributed in the same format and to the same recipients as the Pre-start condition surveys.

The *Contractor* undertakes the condition surveys in conjunction with the *Supervisor.* The *Supervisor* is accompanied by any others invited (and notified in advance) by the *Contractor*, *Project Manager* or *Supervisor*. It is expected that the *Client*'s Estates team or a Nottingham City Council officer are present.

The *Contractor* gives at least 5 working days' notice to the *Project Manager* and *Supervisor* prior to any condition survey.

4. **Interfaces with *Client* operations**

The Site contains a *Client* operational site, Holme Sluice Compound, which must remain operational throughout the *works.* Access to the Holme Sluice Compound must be available to the *Client* at all times, including out of hours and public holidays. Drawing ENV000907C-TVO-00-Z1-DR-C-1003 shows the demolition plan, including the operational areas that the *Contractor* cannot access.

The *Contractor* must develop a methodology that allows the *Client* to operate the sluice gates as normal throughout the *works*. The methodology is to be submitted to the *Project Manager* for acceptance.

The sluice gates have two functions, to maintain the river level upstream through Nottingham to allow navigation, and to open fully to allow water to pass and reduce flood risk to Nottingham during high flows. *The Contractor* cannot impact on the functionality of the sluice gates during the *works.* If the *Contractor* impacts the operation of the sluice gates for any reason, accidental or otherwise, the *Contractor* must immediately notify the *Project Manager* and the *Client.*

Utilities to the *Client* operational site, including power, water supply and BT communications are maintained throughout the *works* by the *Contractor*. Utilities that pass through the *Client* operational site, including power, water supply and BT communications are maintained throughout the *works* by the *Contractor*. If any utilities are to be temporarily disabled (e.g. during switching to a diversion) the *Contractor* must seek approval from the *Project Manager* at least one month prior to the temporary disruption.

The *Contractor* prepares an emergency plan for the *works* that considers measures taken if the sluices cannot operate. This includes considerations of emergency power supply and takes into account the *Client* emergency plan for the site. The *Contractor* submits the emergency plan to the *Client* for review prior to possession of the *site.*

The *Contractor* ensures that the *Client* compound remains secure throughout the *works.*

5. *Client* specified policies and procedures

The *Contractor* adheres to the *Client* policies and procedures as set out in the *Client*'s documents:

- SHEW COP; and
- Minimum Technical Requirements.

The *Contractor* adheres to the specific policies and procedures for Holmes Sluice:

- Tbc by EA – expected to contain existing Emergency Plan/Permit to Work/Fire Precautions for Holme Sluice.

6. Interfaces with Nottingham City Council

Access to the main site is via Colwick County Park, which is operated by Nottingham City Council.

The *Contractor* ensures adequate physical barriers, screening and signage around the *works* to prevent access into the *works* by operations staff from Nottingham City Council.

The *Contractor* provides a traffic management plan to Nottingham City Council prior to the possession of the site.

7. Interfaces with Colwick Country Park visitors

Access to the main site is via Colwick County Park, which is operated by Nottingham City Council. The park offers a range of activities and further information is available on the Nottingham City Council website: https://www.nottinghamcity.gov.uk/colwickcp.

The *Contractor* ensures adequate physical barriers, screening and signage around the *works* to prevent access into the *works* by members of the public.

The *Contractor* prepares and plans for the use of the Colwick Country Park as the access route. The *Contractor* produces a traffic management plan including the access through the park for managing the interfaces with Colwick Country Park users.

8. Interfaces with River Trent abstraction licence holders

The *site* is adjacent to the River Trent. In the vicinity are multiple abstraction licence holders on the River Trent, the key licence holders are:

a) Holme Pierrepoint National Water Sports Centre (White Water Course);

b) Holme Hydro; and

c) Colwick Lake.

The *Client* updates the licence holders on the progress of the works. The *Contractor* assists the *Client* with information required for progress updates to the licence holders.

The *Contractor* ensures the *Client* can operate Holme Sluice, as **S 201.4**, to prevent the derogation of the licences

9. Third Party Complaints and Claims

The *Contractor* notifies the *Project Manager* immediately following any damage or injury arising out of the execution of the *works*.

The *Contractor* and *Project Manager* notify each other without delay of all complaints, claims or warnings of intended claims which they may receive.

The *Contractor* deals promptly with any complaints, claims, damage or injury by or to owners, operators or occupiers.

The *Contractor* keeps the *Project Manager* informed as to the progress made towards settlement of claims.

10. Project Site Accommodation

The *Contractor*, *Project Manager* and *Supervisor* share Site accommodation, offices and facilities. The *Contractor* provides accommodation and services as described in the Minimum Technical Requirements. The accommodation is to be sited to the acceptance of the *Project Manager*.

The *Contractor* provides accommodation ready for use from 1 week prior to the start of the *works*, unless otherwise agreed with the *Project Manager*. The *Contractor* maintains agreements relating to the accommodation and services until the date instructed by the *Project Manager*. Accommodation and services are removed by the *Contractor* 2 weeks after completion of the works unless otherwise agreed with the *Project Manager*.

11. **Deliveries**

The *Contractor* plans deliveries to be within working hours. If the *Contractor* requires deliveries outside of working hours they will seek acceptance by the *Project Manager* prior to the delivery.

12. **Working hours**

The *Contractor* working hours are noted in the *Client*'s Minimum Technical Requirements. The *Contractor* agrees the working hours with the *Client* and Nottingham City Council prior to the start of the *works.*

The *Contractor* does not undertake night work during the *works.*

If night working is required the *Contractor* seeks acceptance from the *Project Manager.* If the *Contractor* requires night working, they must appoint an ecologist to assess the impact of that activity on bats, see Environment Action Plan and Bat survey reports for further details.

13. **Parking**

The *Contractor* provides parking for the *works* within the site compound.

The *Contractor* provides hardstanding adjacent to the *Project Manager*'s accommodation for car parking sufficient for three cars, for the sole use of the *Project Manager*, *Supervisor* and their staff.

14. **Site tidiness and branding**

The *Contractor* keeps the working area, Site offices, Site yards and parking areas tidy and promptly removes rubbish, waste and surplus. Materials, Plant and Equipment are positioned, stored and stacked in a safe and orderly manner. The Site outside the working area, Site offices and Site yards is kept free of construction debris and suitable for use by the public. Materials contaminated by oil and spillages or otherwise polluted due to the *Contractor's* activities shall be immediately removed and disposed of according to the statutory regulations.

Overnight sleeping accommodation at the Site offices and on the Site is prohibited.

15. **Storage of plant and martials**

All materials are carefully and properly stored in accordance with the suppliers' or manufacturers' instructions and directions.

Any materials that are damaged, or that have deterioration for any reasons whatsoever, are not incorporated in the *works*, are removed from the Site forthwith and are replaced with materials that comply with the Scope.

The *Contractor* does not make use of public highways, thoroughfares or footpaths for depositing and storing Plant and Materials but provides the proper storage and protection of all Plant and Materials on the Site at locations accepted by the *Project Manager*. All such provisions shall be removed at Completion and any disturbance made good and returned to original condition.

The *Contractor* maintains a detailed record of all materials received on the Site and in his stores and working areas. The *Contractor* makes the records available to the *Project Manager* and *Supervisor* at such times as the latter may require.

16. Noise and vibrations

Noise and vibration levels are limited to those noted under the *Client*'s Minimum Technical Requirements.

It is understood that noise and vibration is inevitable with the *works* and appropriate monitoring should be undertaken on the *Client*'s structures, including the sluice gates and control building. This is critical during the piling works.

The *Contractor*'s monitoring shall include:

a) Baseline building conditions surveys;

b) Baseline monitoring – to establish the current situation against which to review any measurements;

c) Task monitoring – during activities to record the levels of noise and vibration for comparison and use in any possible discussions with adjacent land owners.

17. Pollution, ecological and environmental impacts

The *Contractor* produces, maintains and adheres to an Environment Management Plan for the *works* and provides this to the *Project Manager* and *Supervisor.*

The *Contractor* maintains, adheres to and updates the Environment Action Plan throughout the duration of the *works*.

18. River level Information

The *Contractor* can access river level information for the River Trent on the .gov.uk website or the national flow archive.

Gauging station live data: https://flood-warning-information.service.gov.uk/station/2102

Flow archive data: https://nrfa.ceh.ac.uk/data/station/info/28009

The *Contractor* can request additional river level data from the *Client.*

19. Interference with any access to property, apparatus or service

Before interfering with any access to property, apparatus or service, the *Contractor* identifies its access requirements. The *Contractor* notifies the *Project Manager* and the relevant owners and occupiers in writing 14 days in advance of any such interference and confirms to the *Project Manager* if alternative arrangements have been agreed.

The *Contractor* takes into particular account the access and service requirements of those with special needs.

20. Licences and Consents

The *Client* provides the following consents, the *Contractor* must adhere to the conditions of these consents:

a) Planning permission;

b) Water Resources – Transfer Licence; and

c) Notice of Entry.

The *Contractor* confirms their requirement for land access and provides an accompanying marked up drawing at least one month prior to the access being required.

The *Contractor* provides the following consents, the *Contractor* secures the consent and discharges any conditions associated with these consents:

a) Environmental Permit – Temporary works;

b) Environmental Permit – Permanent works;

c) Public Right of Way Diversion (PRoW 121).

21. **Use (or non –use) of explosives**

Explosives are not to be used on the Site.

S 202 Confidentiality

1. 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.
2. The *Contractor* may publicise the services only with the *Client*'s written permission.

S 203 Security and protection on the site

1. The *Contractor* protects the Site, the works, products, materials, and any existing structures affected by the works from damage and theft.
2. The *Contractor* shall keep the public fully informed of the works and of the dangers present on *Site*.
3. The *Contractor* is responsible for the security of the Working Areas, Site offices, Site yard and any other facilities deemed necessary by the *Contractor*.

S 204 Protection of existing structures and services

1. The *Contractor* protects the existing Holme Sluice compound and structures, unless otherwise shown on the design drawings.
2. The *Contractor* takes reasonable measures to avoid damage to existing roads, property and other works caused by his operations. The *Contractor* is responsible for any damage to existing roads, properties and other works caused by its operations. Prior to work commencing on Site the *Contractor* provides, for acceptance by the *Supervisor*, a photographic record of the condition of the existing roads and any other existing works which may be affected by his operations. On Completion of the *works*, the *Contractor* returns the roads and any other affected existing works to a condition not inferior to that pertaining at the *access date*.

3. The *Contractor* protects buried services that are effected by the works, which includes BT telecommunication cables, 11kV cable belonging to Western Power, and private water supply and low voltage cables.

4. The *Contractor* liaises with all relevant Statutory Undertakers, the Highway Authority and other owners of apparatus before commencing any excavations and satisfies himself as to the exact position of existing apparatus which may affect or be affected by the construction of the *works*. The *Contractor* complies with all specific requirements from these third parties.

5. Where any portion of the *works* is close to, across or under any existing apparatus of Statutory Undertakers, the Highways Authority, the Terminal Companies or other parties, the *Contractor* obtains all necessary licences and consents and temporarily supports and works around, under or adjacent to all apparatus in a manner designed to avoid damage, leakage or danger and to ensure uninterrupted operation.

6. Should any leakages or damage to existing services, highways or apparatus be discovered, the *Contractor* immediately notifies the Statutory Undertaker, Highways Authority or owner concerned, as appropriate, and the *Project Manager*. The *Contractor* affords every facility for the repair or replacement of the apparatus affected unless otherwise specified.

7. Before mechanically excavating close to services, the *Contractor* undertakes full preliminary investigations by means of electromagnetic and other locating devices and hand-dug trial holes to locate the existing services. The *Contractor* notifies the *Project Manager* of the results of these investigations without delay.

8. The *Contractor* procures and manages the diversions for the *works* as shown on drawing ENV0000907C-TVO-00-Z1-DR-C-1017.

9. The *Contractor* notifies the *Project Manager* in advance of any diversion or removal of apparatus, which the *Contractor* requires for his own convenience or because of his proposed methods of working. The *Contractor* arranges (including obtaining any necessary permissions, notices, licences or consents) and undertakes any such additional diversion or removal of apparatus but complies with any requirements of the *Project Manager*.

10. The *Contractor* provides a record drawing of services and apparatus encountered, highlights the differences from the information provided by the Statutory Undertaker and Highway Authority and issues this to the *Project Manager*.

S 205 Protection of the *works*

1. The *Contractor* shall take all reasonable care to protect the works from damage, including weather and flood related conditions.

S 206 Cleanliness of the roads

1. The *Contractor* agrees the cleanliness of the road with Nottingham City Council and informs the *Project Manager* and *Client* of any agreement.

S 207 Traffic Management

1. The *Contractor* produces and enacts a traffic management plan for the *works.*

2. The *Contractor* is responsible for traffic safety and management, including obtaining road closure, opening or traffic signals consents and nominates one of his Site staff to be responsible for all related activities.

3. Before any work in or affecting the use of any highway or road is commenced, the *Contractor*'s proposed method of working, including any special traffic requirements, is agreed with and confirmed in writing to the *Project Manager* and all relevant authorities.

4. Throughout the contract, the *Contractor* co-operates with the relevant authorities concerning works in, or access to, the highway. The *Contractor* informs the *Project Manager* of any requirements of or arrangements made with the relevant authorities.

5. The *Contractor* prevents vehicles entering and leaving the Site depositing mud or other debris on the surface of adjacent park access roads, public roads, pavements or footpaths and removes promptly any materials deposited.

6. The *Contractor* provides the *Project Manager* with an up-to-date list of 'Supervisors' and 'Operatives' who have achieved accreditation in the relevant activities in the New Roads and Street Works Act 1991 or The Street Works (Northern Ireland) Order 1995.

7. Permanent highway/access road and footpath (PRoW) closures are required for the *works*. The *Contractor* agrees these with Nottingham City Council.

    a. PROW 121 – permanent footpath diversion through Colwick Country Park.

S 208 Condition survey

1. The *Contractor* undertakes a condition survey in accordance with Clause 1.35 of the *Client*'s Minimum Technical Requirements.

S 209 Consideration of Others

1. The *Contractor* considers the needs of the Nottingham City Council staff operating and maintaining Colwick Country Park.

2. The *Contractor* considers the needs of the public using Colwick Country Park.

3. The *Contractor* is supportive of events run in the park such as the Detonate Festival or weekly Park Run.

S 2010 Control of site personnel

1. The *Contractor* staff act in accordance with the *Client*'s SHEW Code of Practice.

S 2011 Site cleanliness

1. The *Contractor* undertakes the *works* in accordance with the *Client's* SHEW Code of Practice.

S 2012 Waste materials

1. The *Contractor* undertakes the *works* in accordance with the *Client*'s SHEW Code of Practice and the Minimum Technical Requirements (CL 1.41).

S 2013 Deleterious and hazardous materials

Not used.

S 2014 Environmental Restrictions

1. The *Contractor* undertakes the *works* in accordance with the *Client's* SHEW Code of Practice.

2. The *Contractor* undertakes the works in accordance with the Environmental Action Plan. The Environmental Action Table within the plan provides a list of actions and who is responsible for each action.

3. The key restrictions for the *Contractor* to manage are highlighted below:

    a. *Contractor* to secure permission for temporary and permanent diversion orders in place for PRoW 121;

    b. *Contractor* to prepare a Traffic Management Plan (TMP) prior to the commencement of works;

    c. Site is inhabited by a large number of bats from a range of species, see the bat survey reports for further details. Pre-construction checks are required before demolition of structures and trees;

    d. *Contractor* to ensure no night work should be undertaken on the site during the construction period due to the presence of bats;

    e. *Contractor* to plan lighting of the site (both during the construction phase and post-construction) and keep to an absolute minimum to avoid disturbance to commuting, foraging and roosting bats;

    f. *Contractor* to undertake a pre-construction ecological walkover for protected species, in particular badger, bats and otter, by a qualified ecologist;

    g. *Contractor* to implement actions from archaeology requirements as stated in S 2015;

    h. *Contractor* to prepare a Dust Management Plan;

    i. The site is used by a wide range of bird species throughout the year. *Contractor* to use low level lighting to avoid disturbance to breeding and wintering birds. Monitoring of noise disturbance on birds may be required by the *Contractor,* who shall review on site with a qualified ecologist;

    j. *Contractor* to implement CIRIA Water Pollution Guidelines to prevent accidental release of pollution into the River Trent;

k. *Contractor* to record number of trees removed and keep any removals to a minimum to deliver the *works*; and

l. *Contractor* to maintain a Site Waste Management Plan.

S 2015 Archaeological Requirements

1. The *Contractor* undertakes the works in accordance with the methodology set out in the Written Scheme of Investigation. The *Contractor's* attention is drawn to the excavation methodologies in particular and the *Contractor's* programme is to reflect the archaeological requirements.

S 300 *Contractor's* design

S 301 Design responsibility

1. The *Client* engaged Royal HaskoningDHV to undertake the design of Holme Sluice Fish Pass. The *Contractor* is responsible for the design of some of the scope items as listed and detailed in **S 301 and S 304**. The design shall comply with criteria listed elsewhere in this Scope.

2. The *Contractor* is responsible for the construction, installation, testing and commissioning of the items of work detailed in the following section.

3. The *Contractor* design includes:

    a. The radial gate on the fish pass;
    b. The fish pass stop log gantry system;
    c. The reinforced concrete slab required for the fish pass stop log gantry system;
    d. The connection of the radial gate to the concrete channel;
    e. MY3 Prestressed beams for both the road bridges;
    f. The eel pass ramp to be mounted to the radial gate;
    g. The upstream debris boom;
    h. Davit arms and mounts;
    i. ARIS Camera mount and PIT Loop Antennae;
    j. Downstream stop logs;
    k. Steel work fabrication drawings; and
    l. All temporary works design.
    m. Protection of the existing H&T downstream stilling well,

S 302 Design submission procedures

1. The *Contractor* submits the designs to the *Client* for acceptance prior to construction. The *Contractor* should allow a six-week review period for the *Client*.

2. The *Client* will seek advice from different departments and provide these as collated comments to the *Contractor.*

3. When the *Client* has accepted the design by the *Contractor,* the *Project Manager* issues an instruction for the *Contractor* to proceed.

S 303 Design approval from Others

1. The *Contractor* submits the designs to the *Client* for acceptance prior to construction. The *Contractor* should allow a six weeks review period for the *Client* when other parties are required to be consulted for approval, such as Nottingham City Council.

S 304 *Client's* requirements

1. The *Contractor* is responsible for the construction, installation, testing and commissioning of the items of work detailed in the section **S 304**.

2. The *Contractor* designs the elements in section **S 304** in accordance with the specification and design drawings.

3. The *Contractor* design includes:

    a. The radial gate on the fish pass;

b. The fish pass stop log gantry system;
c. The reinforced concrete slab required for the fish pass stop log gantry system;
d. The connection of the radial gate to the concrete channel;
e. The eel pass ramp to be mounted to the radial gate;
f. MY3 Prestressed beams for both the road bridges;
g. The upstream debris boom;
h. Davit arms and mounts;
i. ARIS Camera mount and PIT Loop Antennae;
j. Downstream stop logs;
k. Steel work fabrication drawings; and
l. All temporary works design,
m. Protection of the existing H&T downstream stilling well.

4. The radial gate is designed to outline design and a specification produced by Hunton Engineering. The *Contractor* designs the radial gate to meet the specification and outline design drawings as per ENV0000907C-TVO-00 -Z1-SP-C-0017.

5. The stop log gantry system is designed to outline design and a specification produced by Hunton Engineering. The *Contractor* designs the stop log gantry to meet the specification and outline design drawings as per ENV0000907C-TVO-00 -Z1-SP-C-0017.

6. The foundation for the stop log gantry is assumed to be a reinforced concrete slab, the *Contractor* designs the foundation once the final design of the stop log gantry has been undertaken by the *Contractor* and accepted by the *Client.* This includes but is not limited to the size of the foundation, position of the foundation, any ground improvement works below the slab and the required concrete specification and reinforcement.

7. The *Contractor* designs the connection of the radial gate to the concrete channel. The channel wall is a reinforced concrete wall with shear connections to the sheet piles but may need localised reinforcement at the connection point of the radial gate hinge.

8. The eel pass ramp is designed to provide passage for eels when the radial gate is in the closed position. The pass is to comprise a HDPE channel set at a 30-degree incline (gate in the closed position), mounted on brackets secured to the gate using threaded holes tapped into the structure. The top of the ramp is to meet an orifice (“letterbox”) formed through the gate, and the toe of the ramp is to be located within a 50mm deep recess formed in the base slab of the fish pass. The channel is to contain eel tile substrate (bristle type pass is not acceptable). A deflector hood is to be positioned on the upstream side of the orifice to prevent ingress of floating debris.

9. The *Contractor* designs the MY3 Prestressed beams for both the road bridges. The requirements for the beam design are shown on drawing ENV0000907C-TVO-MBV-Z1-DR-S-3101 and in the Approval In Principal document, ENV0000907C-TVO-MB-Z1-TN-C-0045-S8-P02-B1500-EA4-LOD4-Road Bridge AIP.

10. The upstream debris boom is detailed as a Bolina debris boom and is shown on drawing ENV0000907C-TVO-MS-Z1-DR-C-3006. The *Contractor* is to design a debris boom that meets the following requirements:

    a. Spans the entire fish pass width;

    b. prevents debris and canoeists from entering the fish pass;

    c. is able to adjust vertically for water level variance;

d. a maximum water level 22.7mAOD;

e. A minimum water level of 20.4mAOD;

f. Does not reduce the flow below 4.5m^3 to the fish pass;

g. has a 26-ton breaking load;

h. the floats/barriers are bright coloured for good visibility;

i. provides a means for people trapped on the boom to pull themselves to the riverbank;

j. All components made to ISO 9001 standards;

k. All components to have proven long-term UV stability; and

l. meets the Minimum Technical Requirements for materials such as steel.

11. The *works* include davit arms and sockets positioned around the fish pass channel. The *Contractor* is to design the davit sockets/mounts to be incorporated into the capping beam. The davits should be suitable for a man riding winch with a reach suitable for entry to the fish pass channel as shown on drawing ENV0000907C-TVO-MS-Z1-DR-C-3005.

12. The *Contractor* designs a fixing arrangement for an ARIS camera (http://www.soundmetrics.com/Products/ARIS-Sonars) at the upstream end of the fish pass as shown on the drawings for acceptance by the *Client*.

    a. The *Client* design includes a recessed vertical channel and access hatch for installing and removing the camera as required by the *Client*.

    b. The *Contractor* shall propose the type and fixing of two PIT Loop Antennae on the Holme Sluice Fish Pass to be fixed into the channel with connection points to the capping beam for installing monitoring software.

13. The *Contractor* is required to produce steel work fabrication drawings for the viewing platform, pedestrian walkways, steel props and wailings. The steel element sizes and key connections have been designed by Royal HaskoningDHV. The *Contracto*r produces the fabrication drawings in accordance with the Scope and submits them for *Client* acceptance.

14. The *Contractor* is responsible for the design, installation, maintenance and removal of all temporary works necessary to provide satisfactory completion of the *works*. The temporary works shall be designed in accordance with the appropriate British, European or similar approved standards. Temporary works shall be designed by the *Contractor* and submitted to the *Project Manager* for acceptance at least 2 weeks in advance of purchasing items or commencement of the work on site. Temporary works design shall be submitted to the *Client* in accordance to the Environmental Permit Regulations for the necessary determinations by the *Client* acting under its regulatory authority. If desired by the *Contractor*, the *Client's* project team can support the *Contractor* in developing their submission. The *Contractor* retains full responsibility for the temporary works during their delivery of the *works.*

S 305 Design co-ordination

1. The *Client* appoints a Principal Designer under the CDM regulations and the *Contractor* will coordinate design activity with the Principal Designer.

2. The *Contractor* undertakes the design in consultation with the *Client*.

3. The *Contractor* ensures coordination between subcontractors that it may appoint.

S 306 Requirements of Others

1. The *Contractor* undertakes the design in accordance with the Scope. It is not anticipated design items will require approval from Others.

S 307 Copyright/licence

1. TBC by the *Client.*

S 308 Access to information following Completion

1. The *Contractor* provides information to the *Client* in accordance with the *Client*'s BIM standards and project Information Delivery Plan, see Appendix 1.

2. The *Contractor* retains the project design information for a period of 12 years.

3. The *Contractor* provides a design report of all the design they undertake.

4. The *Contractor* provides all design information, assumptions and maintenance requirements for the Health and Safety File.

S 309 Site investigations

1. The *Client* has undertaken site investigations during the design and the information is included in the Site Information.

2. The *Contractor* obtains any additional soils information as necessary for the design of the *works.* The *Contractor* specifies, procures, manages and undertakes site investigations to inform the 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.

3. 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.

4. 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. The *Contractor* shall ensure that any necessary permits or consents are in place before commencing the investigation.

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S 400 Completion

S 401 Completion definition

1. The following are absolute requirements for Completion to be certified, without these items the *Client* is unable to use the *works*. The *Contractor* is to provide the following prior to Completion:
    a. Provide all information to the *Client* and Principal Designer to enable their compiling of the Health and Safety File, including:
        i. Full set of Completion records, which are in accordance with the *Contractor*'s quality management system and accepted by the *Supervisor*;
        ii. A full set of "As Built" Drawings signed off and agreed with the *Supervisor*;
        iii. A full set of "As Built" Surveys signed off and agreed with the *Supervisor*;
        iv. 1 hard copy of Operating and Maintenance Manuals and one electronic version;
        v. Digital copies of photographs of all stages of the *works* (titled and dated);
    b. Completed Environmental Action Plan including environmental auditing/reporting;
    c. Issue of Testing Report to the *Project Manager*;
    d. Completion of all testing, training and the works handover meetings with the *Client;*
    e. Completion of the Site acceptance tests;
    f. Handover of all keys to any security padlocks supplied as part of the permanent works;
    g. Population of the *Client*'s latest version of the Project Cost Tool, or its successor;
    h. Transfer to the *Client* databases of BIM data;
    i. Delivery of the completed Final Carbon Report to the *Client;*

S 402 Sectional Completion definition

1. In-channel construction works are to be outside of the fish spawning season of the 2nd October to the 14th June, with the exception of the period from 3rd January 2022 to 14th March 2022.
2. All in-channel works are to be completed by 2nd October 2022.

S 403 Training

1. The *Contractor* trains the *Client* staff on the use of the following before the Completion Date:
    a. Stop log gantry;
    b. Radial Gate;
    c. Debris boom;
    d. Downstream stop logs;
    e. Davit points; and
    f. Other items of *Contractor* design that require operation.

S 404 Final Clean

1. The *Contractor* cleans the completed *works* and removes all equipment not required for incorporation into the permanent works including; temporary structures and access, materials, Site accommodation, construction debris, signage, protection, plant, machinery and tools.

S 405 Security

1. The *Contractor* liaises with the *Project Manager* to remove locks, access restrictions, password protection etc. and replace with the security arrangements to be agreed with the *Project Manager* prior to the Completion Date.

S 406 Correcting Defects

1. Access for the correction of any Defect after Completion shall be arranged by the *Client*.

S 407 Pre-Completion arrangements

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

S 408 Take over

1. Not used.

S 500 Programme

S 501 Programme requirements

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

2. The programme includes the following but is not limited to:
    a. Discharge of planning conditions;
    b. Access date;
    c. *Contractor* design programme and submission dates;
    d. Any planned utility diversions, including any time utilities may be temporarily interrupted during switching to the Holme Sluice Compound;
    e. Procurement of any specialist materials;
    f. Testing of plant and equipment;
    g. Test operation of fish pass channel; and
    h. Training time of *Client* staff on radial gate/stop logs etc.

3. The *Contractor* accounts for the following when planning and programming the *works*:
    a. Any constraints or approval periods included within any license or consent gained;
    b. The *Contractor* shall allow in the programme for undertaking any trial holes or investigations;
    c. Any constraints included within the Planning Permission under the Town and Country Planning Act, 1990;
    d. The *Contractor* makes allowance in his programme for obtaining all permanent and temporary works consents as required;
    e. The *Contractor* makes allowance in his programme for any Planning constraints required for his compound areas ; and
    f. The *Contractor* does not start work without written permission of the *Project Manager*.
4. The programme shall be supplied in pdf and native format in accordance with the *Client*'s BIM standards.

S 502 Programme arrangement

1. Not used.

S 503 Methodology statements

1. The expected issue date of all method statements should be provided to the *Project Manager* and *Supervisor.* All method statements are issued at least two weeks prior to their use on site for comment and acceptance.

S 504 Work of the *Client* and Others

1. The order and timing of the work of the *Client* and Others is to be included in the programme and information to be provided.

S 505 Information required

1. Not used.

S 506 Revised programme

1. The *Contractor* submits a full explanation of any changes in sequencing and duration of the work activities from the previous accepted programme when they submit a new programme.

2. The *Contractor* provides a monthly update on the progress against the accepted programme. The monthly update shall be provided on or before the 8th day of each month to assist the *Client* with their reporting.

S 600 Quality management

S 601 Samples

1. The *Contractor* allows sufficient time for samples to be taken and accepted and if required additional samples taken in order not to impact on the programme.

2. Samples of materials may be required to discharge planning conditions and the *Contractor* is responsible for this action.

3. Samples of materials may be required by the *Supervisor* under their role as defined in the contract.

S 602 Quality Statement

1. The *Contractor's* Quality Control Manager is to certify that activities have been carried out in accordance with the contract when:
    a. an experienced and qualified Surveyor has checked and certified that the work is in its correct position, level and alignment;
    b. a works checker has checked and certified that materials, workmanship cleanliness and other matters not checked by the surveyor are correct; and
    c. a testing technician has certified materials tests.

2. Copies of relevant supporting certificates relied on by the Quality Control Manager are to be attached to his certificate.

3. The *Project Manager* and/or the *Supervisor* may at any time audit the quality control process and for this purpose is given assistance and access by the *Contractor* to:
    a. documents used in connection with the certification process, including but not limited to site diaries, calibration certificates, memos, etc.; and
    b. interview persons involved in Providing the *works*.

S 603 Quality management system

1. The *Contractor* is to operate a Quality Management System complying with BS EN ISO 9002.

2. The *Contractor* is to describe the Quality Management System in a Quality Plan, which is to be provided to the *Project Manager* for acceptance within 28 days of the Contract Date.

3. The quality of the works is self-certified by the *Contractor* as set out in the accepted Quality Plan.

S 604 BIM requirements

1. The *Contractor* assigns a member of their project team as their BIM Information Manager for the project.

2. The *Contractor* follows the *Client's* BIM standards and Employer's Information Requirements.

S 700 Tests and inspections

S 701 Tests and inspections

1. Testing and inspection of Materials and *works* is undertaken by the *Contractor* in accordance with the Scope, specifications and the *Client*'s Minimum Technical Requirements.

2. The *Contractor* shall offer all testing for witnessing by the *Project Manager, Supervisor* and *Client,* and provide at least 48 hours' notice of the test date. The *Project Manager* reserves the right for testing to be repeated at the *Contractor's* cost should witnessing not have been offered.

3. The *Contractor* includes all tests on the programme.

4. The *Contractor* produces a test plan and provides this to the *Project Manager* for review at least 4 weeks prior to the first testing.

5. Testing of materials is undertaken in accordance with the *Client*'s Minimum Technical Requirements. Materials include the following:
    a. Imported topsoil;
    b. Imported fill;
    c. Excavated material;
    d. Concrete; and
    e. Steel work.

6. Testing or commissioning is required specifically and not exclusively for the following items:
    a. The radial gate on the fish pass;
    b. The fish pass stop log gantry system;
    c. The fish pass channel;
    d. Downstream stop logs*;*
    e. Davit arms and mounts;
    f. ARIS Camera mount and PIT Loop Antennae; and
    g. Fixing and anchor points.

7. The *Contractor* is to test the radial gate with the *Project Manager, Supervisor* and *Client*:
    a. Details of the Factory and Site Acceptance testing are in the specification;
    b. The *Contractor* operates the radial gate on the fish pass to test its performance prior to the opening of the fish pass channel;
    c. The *Contractor* undertakes a full suite of mechanical and electrical tests for the full range of operational scenarios;
    d. The *Contractor* tests the leakage of the radial gate; and
    e. The *Contractor* is to consider if fish rescue is required on standby during testing.

8. The *Contractor* is to test the stop log gantry prior to its operation with the *Project Manager, Supervisor* and *Client:*
    a. Details of the Factory and Site Acceptance testing are in the specification;
    b. The *Contractor* operates the stop log gantry on the fish pass to test its performance prior to the opening of the fish pass channel;
    c. The *Contractor* undertakes a full suite of mechanical and electrical tests for the full range of operational scenarios;
    d. The *Contractor* tests the leakage of the stop logs once deployed; and
    e. The *Contractor* is to consider if fish rescue is required on standby during testing.

9. The *Contractor* is to test the fish pass and eel pass channels once the radial gate and stop log have passed initial testing, with the *Project Manager, Supervisor* and *Client:*
    a. The *Contractor* is to allow water to flow through the fish pass for a period of 24 hours for observation;
    b. The *Contractor* is to allow water into the fish pass gradually; and
    c. The *Contractor* is to consider if fish rescue is required on standby during testing.

10. The *Contractor* deploys and removes the stop logs at the downstream end of the site with the *Project Manager, Supervisor* and *Client.* The *Contractor* demonstrates that there is no or acceptable leakage of the stop logs.

11. The *Contractor* test the deployment and capacity of all davit arms and anchor points with the *Project Manager, Supervisor* and *Client.*

12. The *Contractor* undertakes an operational test of the ARIS Camera mount and PIT Loop Antennae with the *Project Manager, Supervisor* and *Client.*

13. The *Contractor* undertakes pull out test on all anchors.

14. The *Contractor* is required to undertake testing of material removed from the excavation for re-use on site as landscaping or in the reedbeds. Material samples should be screened against Generic Assessment Criteria (GAC) for a public open space. Noted that GAC testing undertaken at outline design and information is available to the *Contractor.* This information can be found in the Geotechnical Factual Report, ENV0000907C-TVO-MS-XX-RP-C-4002-A1000-EA2-LOD2-Factual Report, the Geotechnical Interpretive Report, ENV0000907C-TVO-MS-XX-RP-C-4003-A1000-EA2-LOD2-GIR, and the Land Quality Report, ENV0000907C-TVO-MS-XX-RP-Z-3002-A0900-EA2-LOD2-LQ.

15. The *Contractor* produces a test report showing the test undertaken and the result, and provides this to the *Project Manager* at least 2 weeks prior to the Completion date.

S 702 Management of tests and inspections

1. The *Contractor* is responsible for the testing and inspection of the *works.*

S 703 Covering up completed work

1. The *Contractor* is responsible for the protection of the *works* until the Completion Date.

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

1. The *Supervisor* can watch and observe all tests undertaken by the *Contractor.*

S 800 Management of the *works*

S 801 Project team – Others

1. To be confirmed by the *Client,* provisional list below:
    a. *Client* Operations contact for Holme Sluice:
    b. Nottingham City Council Parks officer:
    c.

S 802 Communications

1. The scope of the *works* is discussed at a pre-start meeting arranged by the *Project Manager*.

2. Monthly progress meetings are held on site and chaired by the *Project Manager* who provides an agenda and minutes the meeting. Meetings shall be attended by the *Contractor*'s project manager, agent, HSQE Manager and QS as a minimum. Facilities for the progress meeting are to be provided by the *Contractor.*

3. Monthly progress reports are prepared in pdf version by the *Contractor* and are provided to the *Project Manager* for distribution to the project team by the 8th day of each month. The progress report shall include those details listed in the Minimum Technical Requirements Cl 1.25.

4. Contractual communication is undertaken via the FastDraft platform that the *Client* provides access to. The templates for use in Contract Communication are provided on FastDraft.

5. Communications to and from the *Contractor* are defined by the *Project Manager*, and storage of project files shall be administered through Asite common data environment, which the *Client* provides access to.

6. All contract communications shall contain a unique reference number and shall be appropriately titled. Numbering logic and sequencing to be agreed with the *Project Manager.*

7. The *Contractor*, *Project Manager* and *Supervisor* shall attend a weekly issues meeting, chaired by the *Project Manager*.

8. The *Contractor* shall provide a summary 2 week look ahead programme which shall be updated and issued on a weekly basis to the *Project Manager* and *Supervisor*.

S 900 Working with the *Client* and Others

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

1. The Site contains a *Client* operational site, Holme Sluice Compound, which must remain operational throughout the *works.* Access to the Holme Sluice Compound must be available to the *Client* at all times, including out of hours and public holidays.
2. The *Contractor* must develop a methodology that allows the *Client* to operate the sluice gates as normal throughout the *works.*
3. The restrictions of working in the *Client* site are in **S 201.4**.
4. The *Client* undertakes the following activities at the site and will continue to do so throughout the works, the *Contractor* must not interfere with the *Client*'s ability to undertake these activities:
    a. Operate the Holme Sluice gates;
    b. Telemetry monitoring of River Trent Water levels;
    c. Undertake asset inspections on the Holme Sluice gates;
    d. Undertake maintenance on the Holme Sluice gates;
        i. Debris clearance;
        ii. Painting
        iii. M&E inspections;
        iv. Test operations; and
        v. Use of the office/meeting facilities within the compound.
5. Nottingham City Council undertakes the operation and maintenance of the Colwick Country Park adjacent to the working area. If Nottingham City Council requires access to the working area the *Contractor* is to inform the *Project Manager*.
6. Nottingham City Council undertakes the operation and maintenance of the Colwick Country Park which the access road to the site runs through. The *Contractor* is to agree a traffic management plan through the park with the *Client* and the *Project Manager*.

S 902 Co-operation

1. The *Contractor* understands the importance of and assists the *Client* to establish and maintain good public relations during the course of the contract and thereafter. Public relations activities by the *Client* include keeping the general public informed; publicising the project and the work of the *Client* in general; liaising with local residents, businesses and landowners, and dealing with complaints. The *Contractor* informs the *Client* immediately of any complaint, incident or accident.
2. The *Contractor* notifies the *Project Manager* of all press or media enquiries and refers them to the *Client*.
3. The *works* are undertaken in accordance with Clause 1.27.10 (Noise Control and Working Hours) of the Minimum Technical Requirements.
4. The *Contractor* cooperates with Nottingham City Council, who own, operate and maintain Colwick Country Park.

5. The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the *works*.

S 903 Co-ordination

1. The *Contractor* project manager is responsible for communication with the *Client*, *Project Manager* and *Supervisor.*

2. *The Contractor* coordinates with the Principal Designer throughout the *works* in line with their duties under the CDM Regulations.

3. The *Contractor* provides a named contact for managing the interface with the Nottingham City Council.

4. The *Contractor* provides a named contact for managing the interface with members of the public, such as a public liaison officer.

5. The *Contractor* notifies the *Project Manager* as soon as practicable of any requests for meetings with third parties relating to the *works* so that the *Project Manager* has the option to attend or send a representative.

6. The *Contractor* records all meetings and agreements with third parties relating to the *works* and notifies the *Project Manager* of the details.

S 904 Authorities and utilities providers

1. The *Contractor* is responsible for the utilities and service diversions shown on the drawings, in particular, ENV0000907C-TVO-00-Z1-DR-C-1017.

2. The *Contractor* complies with HSE Guidance Notes, Statutory Undertakers and private company requirements when working in the vicinity of their apparatus.

3. The *Contractor* is responsible for coordinating and procuring diversions with Statutory Undertakers.

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

Not used – *Client* to provide additional details if further policy is required.

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*

1. The *Contractor* provides items listed in Clause 1.1 of the *Client*'s Minimum Technical Requirements.

2. The *Contractor* provides, in addition to items provided in S 1001.2, the following for use by the *Client, Project Manager and Supervisor*:
    a. a suitable internet service provision of at least 5 MB/s and pay all connection and monthly charges;
    b. an all-in-one printer/scanner/copier colour laser jet A3/A4, USB cable and software and a supply of ink cartridges/toner and paper;
    c. a supply of blank USB sticks (6 no 16GB);
    d. a supply of office stationery;
    e. 5 sets of the required PPE for site visitors;

3. The *Contractor* provides specialist equipment or PPE for the *Client, Project Manager* and *Supervisor* for specialist works, for example confined space equipment/dry suit, as required by the *Contractors* method statement to allow them to undertake inspection and supervision of the *works*.

4. The *Contractor* will provide scheme relevant information for the *Client* to use in Public Communications.

5. The *Contractor* provides details of its business continuity arrangements for data and systems, which are appropriate to their integrity, availability and confidentiality. The *Contractor* defines how the business continuity plans are to be maintained and tested.

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

1. The *Client* provides information on their use and operation at Holme Sluice compound during the construction programme.

2. The *Client* provides access keys etc. to allow the *Contractor* to take possession of the site.

3. The *Client* provides Notices of Entry to allow possession of the site owned and operated by Nottingham City Council. The *Contractor* confirms their requirement for land access and provides the accompanying marked up drawings at least one month prior to the access being required.

S 1100 Health and safety

S 1101 Health and safety requirements

1. The *Contractor* shall be aware of the latest version of the *Client*'s (Environment Agency's) 'Safety, Health, Environment & Well Being Code of Practice' and fully comply with its requirements.

S 1102 Method statements

1. Method statements and risk assessments shall be submitted to the *Project Manager* and *Supervisor* for comment at least 4 weeks before the activity is programmed to commence unless agreed otherwise with the *Project Manager*.

2. The *Contractor* updates and addresses the comments on the Method statements and risk assessments, and resubmits the updated document for acceptance before starting the activity. It is expected that Method statements and risk assessments are required for the following activities as a minimum:
    a. Site set up;
    b. Interface with:
        i. *Client;*
        ii. Nottingham City Council;
        iii. Public;
    c. Road construction;
    d. Footpath diversion;
    e. Excavation works, including management of archaeology;
    f. Sheet piling works;
    g. Concrete works;
    h. Bridge construction;
    i. Lifting plans;
    j. Radial gate and stop log installation;
    k. Steel work e.g. viewing platform
    l. Service diversions;
    m. Surfacing; and
    n. Other method statements as listed in the Environmental Management Plan.

S 1103 Legal requirements

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

2. The CDM Principal Designer is: TBC.

3. The *Contractor* copies to the *Project Manager* all correspondence with the CDM Principal Designer.

S 1104 Inspections

1. The *Contractor* makes all health and safety records available to the *Project Manager* for inspection if required.

S 1105 Emergency Plans and Access

1. The *Contractor* produces an emergency plan for the scheme and incorporates the *Client's* emergency procedures for the Holme Sluice site and Nottingham City Council's park emergency requirements.

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

1. The *Contractor* submits his proposed procurement procedure to the *Project Manager* for acceptance. It is anticipated that all contracts will be back to back with the main contract. Where this is not the case, then acceptance will be required prior to entering into that contract. The procedure is not accepted if it:
    a. does not follow best practice principles;
    b. conflicts with the need to ensure transparency in the disbursement of public funds; or
    c. does not meet other requirements stated in this contract, such as the SHEW Code of Practice.

S 1202 Acceptance procedures

1. The *Contractor* shall send through a list of proposed subcontractors to the *Project Manager* for acceptance prior to the contract start date and updates as required.

S 1300 Title

S 1301 Marking

No specific requirements.

S 1302 Materials from Excavation and demolition

1. The *Client* proposes that some of the material excavated from the site can be re-used on site to form a reedbed in Colwick Country Park lake as shown on the Site Plan, ENV0000907C-TVO-00-Z1-DR-C-1001. Material selected for re-use by the *Contractor* will be subject to testing to evaluate suitability for re-use. Material should be screened against Generic Assessment Criteria (GAC) for a public open space (park) end use and soil organic matter content (SOM) of 2.5% to determine if the soils at the site could represent a potential unacceptable risk. The approximate volumes to be excavated from the fish pass channel are: 2000 m^3 of made ground, 700 m^3 Granular Alluvium, 2300 m^3 Cohesive Alluvium and 1700 m^3 Holme Pierrepoint Sand and Gravel. The Contractor is to determine the suitability for re-use of each material in the creation of the reed-bed and agree it with the *Project Manager* and *Supervisor.*

2. The drawing, ENV0000907C-TVO-00-Z1-DR-C-1003 demolition and clearance plan, shows the areas for the compound to be demolished or moved. The drawing states the requirements for re-use of fencing and gates where possible.

S 1400 Acceptance or procurement procedure (Option C)

Not Used

S 1500 Accounts and records (Options C and E)

S 1501 Additional Records

1. The format and presentation of records are reviewed and accepted by the *Project Manager.*

2. The contract will be managed through FastDraft and all contract communication will be undertaken through this portal.

3. The following additional records are to be kept by the *Contractor*:
    a. Timesheets and site allocation sheets, which should be submitted with monthly applications.
    b. Equipment records.
    c. Forecasts of the total Defined Cost.
    d. Specific procurement and cost reports.

4. In addition to the photographs taken during the 'Pre-start condition surveys', the *Contractor* takes regular photographs of the *works* as it progresses and as further required by the *Project Manager* and/or *Supervisor:*
    a. The photographs are taken by a competent photographer using a digital camera;
    b. All photographs are date stamped, georeferenced and filed electronically in a chronological and identifiable manner;
    c. The photographs are submitted in electronic format to the *Project Manager* and *Client* on a fortnightly basis and uploaded on to the *Client's* Asite tool. All photographs should be zipped up and labelled as the Year, Week (1,2,3 etc), Day;
    d. Upon completion, the *Contractor* is to ensure that all photographs have been passed to the *Project Manager.* They become the property of the *Client*. The *Contractor* ensures that no use is made of the photographs without the written acceptance of the *Client.*

5. The *Contractor* supports the requirements of the *Client* in providing video / DVD material to help support communications. This material shall cover all operations required to deliver the works to support the project team in raising awareness of the project activities.

6. The *Contractor* may incorporate the use of drones for monitoring and progress reporting purposes. Drones that are used must be operated by licensed operators. Any footage taken will be provided copyright free, in an agreed format, to the *Client* for their use in public communication, free of charge.

S 1600 Parent Company Guarantee (Option X4)

As per the framework.

S 1700 *Client's* work specifications and drawings

S 1701 *Client's* work specification

1. The specification for the *works* is provided in the document: ENV0000907C-TVO-0-Z1-SP-C-0017-Specification.

   The specification for the radial gate and stop logs is: Holme Fish Pass FDS 8036.

2. This specification shall be read in conjunction with both the Civil Engineering Specification for the Water Industry, 7th Edition, 2011, in combination with the Environment Agency's Minimum Technical Requirements (MTR), Version 9, September 2019, including all listed Environment Agency MEICA specifications listed under 369_13 and relevant associated sub-documents ie. 369_13_SD01, 02 (listed on the second page of the MTR).

3. In the case of this specification contradicting CESWI7 or the Minimum Technical Requirements, this specification shall prevail.

4. If the *Contractor* is in any doubt as to whether a matter should be raised with the *Project Manager* or the *Supervisor*, they shall ask the *Project Manager* for clarification.

S 1702 Drawings

1. The drawings that comprise the *works* are those drawings included on the drawing register: ENV0000907C_ECC Scope_Drawing Register.

S 1703 Standards the *Contractor complies* with

1. The *Contractor* carries out their work using the following guidance, however this does not preclude them from undertaking the *works* in accordance with current legislation.

Ref	Report Name	Where used
300_10	300_10 SHE handbook for managing capital projects	Construction works
300_10_SD27	300_10_SD27 SHEW Code of Practice	Construction works
	Project Cost Tool	Costs
	Sustainability Measures Form	Project Records
	Timber Policy Documents	Construction works
PB13897	Environmental Permit Core Guidance for the Environmental Permitting regulation 2010	Construction works

Appendix 1 BIM Protocol – Information Production and Delivery Table

1. The *Contractor* adheres to the *Client*'s BIM standards and Employers Information Requirements (EIR).

2. The *Contractor* produces a BIM Execution Plan (BEP) for the project and submits it to the *Client* for acceptance prior to the Start Date.

3. All *Client* issued information referenced within the Information Delivery Plan (IDP) remains within the Site Information unless it is referenced elsewhere within the *Scope.* The *Client* provides its IDP on the following site: www.Pow.bim4.info

Appendix 2 BIM Protocol – Employers Information Requirements

Appendix 3 Drawing List

1. The drawings that comprise the *works* are those drawings included on the drawing register: ENV0000907C_ECC Scope_Drawing Register.

Appendix 4 Scope Document List

The documents that form part of the Scope are listed in the scope document register, ENV0000907C_ECC Scope_Document Register.