



Engineering and Construction Contract

OPTION C: TARGET CONTRACT WITH ACTIVITY SCHEDULE

Kidlington Waste Removal

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

Version	Purpose	Date
V0.1	First draft	09/01/2026
V0.2	First issue to Contractor	15/01/2026
V0.3	CSM comments	16/01/2026
V0.4	PE review	16/01/2026
Final	Final	19/01/2026

Contract Execution

This agreement is made on 19/01/2026 between the *Client*, the *Contractor* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Acumen Waste Services Limited for Kidlington Waste Removal (the *works*).

The *Contractor* offers to Provide the Works in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

Executed under hand

by [REDACTED] on behalf of

Environment Agency (*Client*)

Signature Date: 19/01/2026

[REDACTED]

Role: [REDACTED]

by [REDACTED] on behalf of

Acumen Waste Services Limited (*Contractor*)

[REDACTED]

Signature

Date: 19/01/2026

Role: [REDACTED]

(Named Suppliers)

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

1 General

The *conditions of contract* are the core clauses, the clauses for main Option C, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2023)

Main Option Option for resolving and avoiding disputes

Secondary Options

X2 Changes in the Law
X7 Delay Damages
X11 Termination by the *Client*
X18 Limitation of Liability
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
Z: Additional conditions of contract

The *works* are

The removal and disposal of illegally deposited waste from near Kidlington, Oxfordshire.

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name

Address for communications

Address for electronic communications

The Scope is in	Kidlington Waste Removal_ECC Scope_Final	
The Site Information is in	Pre-construction information (PCI) and appendices	
The <i>boundaries of the site</i> are	S201.1.1 in Kidlington Waste Removal_ECC Scope_Final	
The <i>language of the contract</i> is	English	
The <i>law of the contract</i> is the law of	the law of England and Wales, subject to the jurisdiction of the courts of England and Wales	
The <i>period for reply</i> is	2 weeks	except that
• The <i>period for reply</i> for	n/a	is
• The <i>period for reply</i> for		is
The following matters will be included in the Early Warning Register		
None		
Early warning meetings are to be held at intervals no longer than	4 weeks	

2 The Contractor's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

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

	<i>condition</i> to be met	<i>key date</i>
(1)	n/a	
(2)		
(3)		

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 <i>starting date</i> is	<input type="text" value="19/01/2026"/>
The <i>access dates</i> are	
	date
(1) <input type="text" value="The Site as per Site Information"/>	<input type="text" value="02/02/2026"/>
(2) <input type="text" value="MS Teams / Sharepoint"/>	<input type="text" value="19/01/2026"/>
(3) <input type="text" value="FastDraft"/>	<input type="text" value="23/01/2026"/>
The <i>Contractor</i> submits revised programmes at intervals no longer than	<input type="text" value="Four (4) weeks"/>
If the <i>Client</i> has decided the <i>Completion Date</i> for the whole of the <i>works</i>	<input type="text" value="12 June 2026"/>
Taking over the <i>works</i> before the <i>Completion Date</i>	The <i>Client</i> <input type="text" value="is"/> willing to take over the <i>works</i> before the <i>Completion Date</i>
If no programme is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is <input type="text" value="Two (2) weeks"/>

4 Quality management

The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is	<input type="text" value="Four (4) weeks"/>
The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is	<input type="text" value="Fifty two (52) weeks"/>
The <i>defect correction period</i> is	<input type="text" value="Four (4) weeks"/> except that
• The <i>defect correction period</i> for	<input type="text"/> is <input type="text"/>
• The <i>defect correction period</i> for	<input type="text"/> is <input type="text"/>

5 Payment

The <i>currency of the contract</i> is the	<input type="text" value="GBP Sterling"/>
The <i>assessment interval</i> is	<input type="text" value="1 Month"/>
The <i>interest rate</i> is <input type="text" value="2.0"/> % per annum (not less than 2) above the	
<input type="text" value="Base rate (Bank Rate)"/> rate of the	<input type="text" value="Bank of England"/> bank
If the period in which payments are made is not three weeks and Y(UK)2 is not used	The period within which payments are made is <input type="text" value="The Client will make payment within 14 days of the date of the invoice"/>

If Option C is used

The Contractor's share percentages and the share ranges are

share range	Contractor's share percentage
less than <div>80</div> %	<div>0</div> %
from <div>80</div> % to <div>120</div> %	<div>50</div> %
from <div></div> % to <div></div> %	<div></div> %
greater than <div>120</div> %	<div>100</div> %

The exchange rates are those published in

Financial Times (ft.com)

on

Starting date

(date)

6 Compensation events

The place where weather is to be recorded is

Site: Kidlington
Lat: 51.8230 Long:-1.2890

The weather measurements to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- 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:

None

The weather measurements are supplied by

Met Office

The weather data are the records of past weather measurements for each calendar month which were recorded at

Site: Kidlington
Lat: 51.8230 Long:-1.2890

and which are available from

Met Office

Where no recorded data are available

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

Undefined

If there are additional compensation events

These are additional compensation events

- Presence of deleterious and hazardous waste for removal.
- Testing for ground contamination.
- Uplift to Target Price due to increases in Landfill Tax.
- Leachate testing, transport and disposal.
- Site water testing, transport and disposal.
- Water quality monitoring.
- Works on services/statutory undertakers beyond initial disconnection of site overhead electricity cables (via SSE).
- Arboricultural works over those allowed for in Activity Schedule.
- Ecological works over those allowed for in Activity Schedule.

8 Liabilities and insurance

If there are additional *Client's* liabilities

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

If the *Client* is to provide Plant and Materials

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

Nil

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If Option W1 or W2 is used

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications	<div><div></div><div></div></div>
Address for electronic communications	<div><div></div></div>
Name (2)	<div><div></div></div>
Address for communications	<div><div></div><div></div></div>
Address for electronic communications	<div><div></div></div>
The <i>Adjudicator</i> is	
Name	<div><div></div></div>
Address for communications	<div><div></div></div>
Address for electronic communications	<div><div></div></div>
The <i>Adjudicator nominating body</i> is	<div>The Institution of Civil Engineers</div>

X5: Sectional Completion

Not Used.

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *works* are per day

X10: Information modelling

Not Used.

X15: The *Contractor*'s design

Not Used.

X16: Retention

Not Used.

X18: Limitation of liability

Is	If Option X18 is used	The <i>Contractor</i> 's liability to the <i>Client</i> for indirect or consequential loss is limited to	<input type="text"/>
		For any one event, the <i>Contractor</i> 's liability to the <i>Client</i> for loss of or damage to the <i>Client</i> 's property is limited to	<input type="text"/>
		The <i>Contractor</i> 's liability for Defects due to its design which are not listed on the Defects Certificate is limited to	<input type="text"/>
		The <i>Contractor</i> 's total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	<input type="text"/>
		The <i>end of liability date</i> is <input type="text"/> years after the Completion of the whole of the <i>works</i>	

Y(UK)1: Project Bank Account

Not Used.

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due The period for payment is days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used

term

beneficiary

'no terms under this contract'

'no beneficiary under this contract'

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3

term

beneficiary

The provisions of Options Y(UK)1

Named Suppliers

Z: Additional conditions of contract

If Option Z is used The additional conditions of contract are

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*.

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

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

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

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

Z 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 <i>Client</i> ."
Z7 Contractor's share
After c154.2 and before c154.3, insert the following additional clause: 54.2A If, prior to Completion of the whole of the <i>works</i> , 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
Subcontractors The <i>Contractor</i> will use the NEC4 contract on all subcontracts for <i>works</i> unless another alternative and appropriate form is proposed and agreed in accordance with clause 26.3. Payment to subcontractors will be 28 days from the assessment date. If the <i>Contractor</i> does not achieve payments within these timescales then the <i>Client</i> reserves the right to delay payments to the <i>Contractor</i> in respect of subcontracted work, services or goods. Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the <i>Contractor's</i> opportunities to work on framework contracts.
Z11 Y(UK) 3 The Contracts (Rights of Third Parties) Act 1999
Z11.1 The <i>Contractor</i> warrants all design complies with the contract whether undertaken by the <i>Contractor</i> or by sub-contractors. Z11.2 All contracts for design employed by the <i>Contractor</i> must include: <ul style="list-style-type: none"> • Y(UK)3 The Contracts Rights of Third Parties) Act 1999 • A requirement for the Contractor's to hold Professional indemnity insurance to the value of £2,000,000 and it is the Contractor's responsibility to ensure any sub-contractor holds an adequate level Professional Indemnity insurance cover relevant for the work or services they are providing. • A clause to give the <i>Client</i> (the Environment Agency) the right to enforce the provisions of the Contracts (Right of Third Parties) Act 1999, • A clause to ensure that neither the <i>Contractor</i> nor their sub-contractor can alter the provisions of their sub-contract without the consent of the <i>Client</i> • A clause to ensure that the <i>Client's</i> rights against the sub-contractor under this agreement shall be subject to the same conditions, limitations and exclusions as apply to the <i>Contractor's</i> rights against the design consultant under this agreement • A clause to state that except as provided in clause Z11.1, the 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 the clause does not affect any right or remedy of any 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. <ul style="list-style-type: none"> • was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.
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 <i>Project Manager's</i> certificate. Delete existing clause 51.2: 51.2 Each certified payment is made by the later of <ul style="list-style-type: none"> • 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 <i>Project Manager</i> 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 <i>Client</i> on an annual basis.
Z200 ECC - Fee adjustment
Delete existing 11.2 (10) and replace with the following clause The Fee is the amount calculated by applying the fee percentage to the Defined Cost excluding the cost of any landfill tax.

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

Acumen Waste Services Ltd

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED] %

The *working areas* are

As defined in the Site Plan, to include access to and from the Public Highway

The *key persons* are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

Name (2)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

Name (3)

[REDACTED]

Job

[REDACTED]

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

None beyond named CEs listed in Section 6

2 The *Contractor's* main responsibilities

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

None.
No permanent
Contractor Design

3 Time

If a programme is to be identified in the Contract Data The programme identified in the Contract Data is

18.6 weeks

If the *Contractor* is to decide the *Completion Date* for the whole of the *works* The *Completion Date* for the whole of the *works* is

12/06/26

5 Payment

The *activity schedule* is

as provided

The tendered total of the Prices is

£6,084,563.52

Resolving and avoiding disputes

If Option W1 or W2 is used The *Senior Representatives* of the *Contractor* are

Name (1)

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

X10: Information modelling

Not Used

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used The *project bank* is

N/a

named suppliers are

N/a

Data for the Schedule of Cost Components

The listed items of Equipment purchased for work on the contract, with an on cost charge, are

Equipment	time-related on cost charge	per time period
n/a		

The rates for special Equipment are

Equipment	rate
n/a	

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person	rate
n/a	

The rates for Defined Cost of design outside the Working Areas are

category of person	rate
n/a	

The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside the Working Areas are

n/a

Environment Agency NEC4 Engineering and Construction Contract (ECC) Scope

Project / Contract Information

Project Name	Kidlington Waste Removal
Project SOP Reference	██████████
Contract Reference	(tbc upon Contract Award)
Date	16 January 2026
Version Number	1.0
Author	██████████ – Environment Agency

Revision History

Revision date	Summary of changes	Version number
08/01/2025	First draft issue	0.1
15/01/2026	Contractor's review	0.2
15/01/2026	PE and DGC review	0.3
16/01/2026	CSM review	0.5
16/01/2026	Final	1.0

customer service line
03708 506 506
www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Contents List

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Appendices

1. Pre-construction Information

- A. Land maps and ownership plans
- B. Construction Phase Plan (CPP) Assessment Form
- C. Service Searches
- D. Ecology and environmental info
- E. Waste content info
- F. Pre-construction information management tool (PCMT)
- G. Safety, Health, Environment and Wellbeing Code of Practice (SHEW COP)

2 Environmental Action Plan (EAP) template

3. National Survey Specifications

S 100 Description of the works

Note: for the purposes of this Scope the term 'construction' includes any waste clearance activities.

- S 100.1 The *works* are the removal and disposal of approximately 21,000T of illegally deposited waste from land adjacent to the A34 in Kidlington, Oxfordshire, OX5 2JJ.
- S 100.2 The parcel of land where the illegal waste was deposited lies to the east of Kidlington centre and is accessed in its north-western corner directly from the A34 southbound slip-road. Kidlington centre is approximately 1,500m to the west, with the nearest residential properties 450m to the west of the site's boundary. Trees and bushes provide screening of the site along its boundary with the slip-road.
- The land is in private ownership. In summer 2025 the Environment Agency (EA) started receiving complaints that commercial waste was being deposited.
- S 100.3 The site is currently part on an ongoing enforcement investigation by the EA as a regulatory authority.
- S 100.4 Since 23rd October 2025 the site is subject to Restriction Order under Section 109D Environment Act 1995. This restricts access to the site to all persons other than members of the Emergency Services and those authorised by the Environment Agency.
- S 100.5 Based on the EA-commissioned LiDAR survey, it is estimated that the volume of waste is between 18,500m³ and 19,500m³.
- S 100.6 The quantity of waste is estimated at 21,000 tonnes.
- S 100.7 The known content of the waste is a mix of plastics, hydrocarbons, processed waste, soil and aggregate. No hazardous or deleterious material has yet been identified.
- S 100.8 Risks to the environment are fire from internal temperature of the waste; damage to the land, underlying soil and the surrounding water environment caused by leaching, surface water run-off and dispersal of the waste; gas emissions and nuisance such as odour from decomposition of the waste.

S 101 Description of the Works

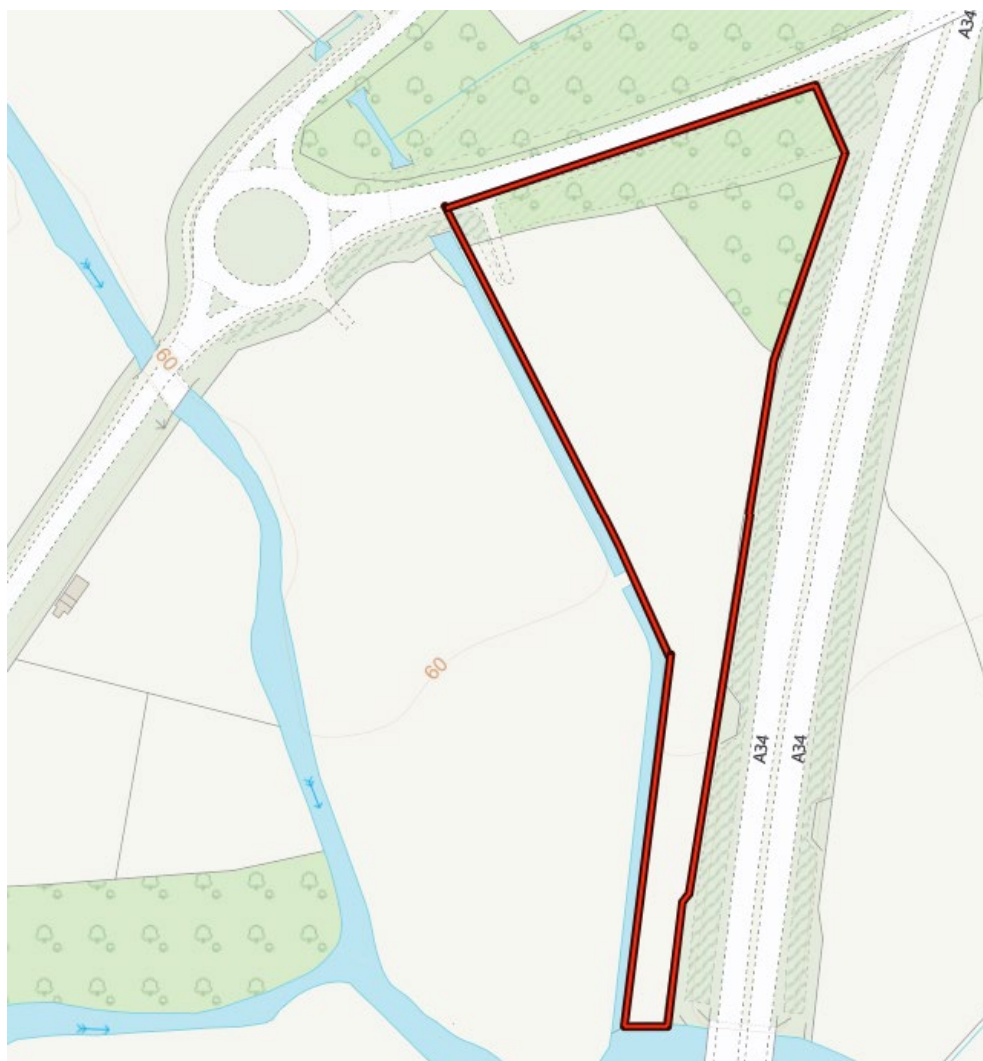
- S 101.1 The *Contractor* shall:
- Prepare all necessary documentation for undertaking the *works* and review and update these as appropriate,
 - Establish, maintain and remove site facilities and access arrangements to undertake the *works*, and
 - Test, remove and dispose of all waste material from the Site to appropriately permitted facilities, including supply of all waste transfer documentation, and
 - Manage site leachate, and
 - Manage odour, and
 - Provide site security.

S 200 General Constraints on How the *Contractor* Provides the Works.

S 201 General Constraints

S 201.1 Use of the Site

S 201.1.1 The *boundaries of the site* are in Site Information (Appendix 1-A) and below



S 201.1.2 The *Contractor* does not enter or use the Site for any purpose not connected with the works.

S 201.2 Entry to the Site

S 201.2.1 Access to the Site shall not be permitted until a pre-commencement management tool (PCMT) has been completed. See section S 1101 for details. See Appendix 1-F for template.

S 201.2.2 The *Contractor* keeps records of the dates of their first entry onto and departure from all property and lands (including public highways, footpaths and thoroughfares) together with the dates of the erection and removal of all temporary fencing and Site facilities.

S 201.2.3 The *Contractor* shall advise the *Client* of their intention to enter all property beyond the *boundaries of the site* a minimum of 28 days prior to the date when access is required.

S 202.3 Contractor working hours

S 202.3.1 Normal working hours are stated below.

Activities	Permitted Hours
General site setup and mobilisation	0700 – 2000, Monday to Friday

Activities	Permitted Hours
Construction (waste removal) activities	0800 – 1800 hours Monday to Friday
All Construction	No working on Saturdays, Sundays or bank holidays except in exceptional circumstances and with prior arrangement.

S 202.3.2 No construction activities will be undertaken outside of the hours stated in the above without the prior written agreement of the *Client* and acceptance of the *Project Manager*.

S 202.4 Overnight accommodation

S 201.4.1 People (with the exception of security staff whilst they are on duty) do not remain on the Site overnight without acceptance of the *Project Manager*.

S 202.5 Contractor's compounds, storage areas and site roads

S 202.5.1 Site compounds, office areas, welfare facilities storage areas and Site roads shall be submitted by the *Contractor* and agreed with the *Project Manager*. Any alternative site compounds not identified upon the Contract start date shall be notified and agreed with the *Project Manager* a minimum of 28 days in advance of their intended use.

S 202.5.2 Except as may be otherwise required by the Scope, the *Contractor* designs, constructs, maintains (up to Completion), and afterwards removes and reinstates temporary accommodation, services, compounds, storage areas, Site roads and accesses required for the *works*. Following completion of activities defined in S213.6, reinstatement of land shall only be to a standard that leaves the land in a safe state to the satisfaction of the *Client*.

S 202.5.3 Full details of ownership and occupation of land within the Site shall be provided to the *Contractor* by the *Project Manager* within 14 days of the Contract Date.

S 202.6 Environmental requirements

S 202.6.1 The *Contractor* shall submit their Construction Phase Plan (CPP) to the *Project Manager* for acceptance.

S 202.6.2 The *Contractor* shall feed into the production of the Environmental Action Plan (EAP), and comply with all constraints and requirements outlined in the EAP. Where the *Contractor's* methodology is such that it does not comply with a constraint or requirement within the EAP, the *Contractor* shall notify both the *Project Manager*, the *Supervisor* and the Environmental Clerk of Works at the earliest opportunity but shall not carry out any such *works* that are non-compliant unless provided with written acceptance of the *Project Manager*.

S 202.6.3 The EAP shall be reviewed and amended, as required, by both the *Contractor* and the Environmental Clerk of Works. Any proposed amendment requires the provision of suitable information outlining the reasoning behind the change and details of any additional or amended mitigation. Any amended EAP shall be submitted to the *Project Manager* for acceptance.

S 202.6.4 The EAP shall include reasonably practicable measures to manage the bio-security risks associated with working on and around the area to minimise the risk of spreading or introducing invasive vegetation or plant, tree or animal disease through vehicle, waste or staff movements on/off and around the Site.

S 202.7 Environmental plans

S 202.7.1 The *Contractor* submits to the *Project Manager* for acceptance, implements and updates the documents and plans in accordance with the requirements of the Scope. See section S 1011 for more details on requirements.

S 202.7.2 These documents are submitted to the *Project Manager* as part of the Construction Phase Plan (CPP) for acceptance 28 days prior to the access the Site for *works* (or a shorter term if agreed with the *Project Manager*). The *Contractor* shall not commence

construction activities (including temporary works and waste clearance) on Site prior to the *Project Manager's* acceptance, unless instructed otherwise.

- S 202.7.3 These documents are reviewed and updated by the *Contractor* as required, and controlled copies are kept on Site (either hard copies or electronically) for inspection by the *Project Manager* and/or the *Client*.

S 202.8 Environmental incident reporting system

- S 202.8.1 An environmental incident is defined as an occurrence of a failure of an environmental objective or the occurrence of an environmental impact that could have been mitigated / eliminated by the controls stated in the EAP.

- S 202.8.2 Environmental incidents must be reported by the *Contractor* to the *Project Manager*, the *Client*, the Environmental Clerk of Works, and the *Supervisor* who, if necessary, would report the incident.

- S 202.8.3 Persistent non-compliance, or where there is evidence of wilful non-compliance, by the *Contractor* regarding any environmental incidents (or risk to causing an incident) shall be referred to the *Client* for escalation. This may result in contract termination.

S 202.9 Environment Agency key contacts

- S 202.9.1 The Environment Agency's Area and National representatives are:

Pollution Control & Discharge Consents - Incident Communication Service, 0800 80 70 60, incident_communication_service@environment-agency.gov.uk. Any communications should also be notified to the *Client* and *Project Manager*.

- S 202.9.2 The *Contractor* copies all correspondence with the above to the *Project Manager* and *Client*.

S 202.10 Environmental Clerk of Works

- S 202.10.1 An Environmental Clerk of Works (ECoW) shall be appointed directly by the *Client* and will report to the *Supervisor*.

- S 202.10.2 The ECoW shall monitor all *Contractor* and subcontractor environmental works set out in this contract.

- S 202.10.3 The *Contractor* shall provide full Site access and provide all required and relevant information to allow the ECoW to assure:

- Site set up,
- Site clearance,
- Construction,
- Reinstatement,
- De-mobilisation, and
- Final environmental documentation.

- S 202.10.4 Where appropriate, the ECoW shall witness and supervise environmental surveys and advise the *Contractor* on best practises.

- S 202.10.5 The *Client* will carry out periodic, unannounced audits of the works to assure that both *Contractor* and ECoW are carrying out the duties of their respective contracts and that, where appropriate and attainable, environmental best practises are being followed.

- S 202.10.6 Any issues that arise from these audits shall be reviewed by both *Contractor* and *Supervisor* and notified as a Defect where appropriate.

S 202.11 Datum and reference points

- S 202.11.1 The datum is Ordnance Datum (Newlyn) and positions are in metres relative to National Grid.

- S 202.11.2 The *Contractor* shall establish appropriate survey stations for the *works*. The *Contractor* agrees the location and the construction of the secondary survey stations with the *Supervisor* and agrees their surveyed values with the *Supervisor*.
- S 202.11.3 The *Contractor* periodically checks the secondary survey stations against the primary reference points and notifies the *Supervisor* immediately of any discrepancies.
- S 202.11.4 Any survey station, which is damaged or dislodged during the contract, is re-installed by the *Contractor*. The *Contractor* agrees the surveyed values of all transferred and re-installed survey stations with the *Supervisor* before making use of them.
- S 202.12 Explosives and fire**
- S 202.12.1 Explosives are not to be used on the Site.
- S 202.12.2 No fires are permitted on the Site.
- S 202.12.3 No smoking or vaping is permitted on the Site.
- S 202.13 Publicity**
- S 202.13.1 The *Contractor* notifies the *Project Manager* of all press or media enquiries.
- S 202.14 Liaison with third parties**
- S 202.14.1 The *Contractor* notifies the *Project Manager* of any requests for meetings received from third parties such that the *Client* has the option to provide a representative.
- S 202.14.2 The *Contractor* records all meetings and agreements with third parties and provides records to the *Project Manager* and *Client*.
- S 202.15 Third party complaints and claims**
- S 202.15.1 The *Contractor* shall notify the *Project Manager* and the *Client* immediately following any complaint, claim, damage or injury (claim), arising directly from, or viewed to be linked to the execution of *works*. The *Contractor* shall provide to the *Project Manager* within three days of any such notification a written summary of the claim, identifying any factors which they are aware of that may influence the outcome of the claim.
- S 202.16 Public relations**
- S 202.16.1 The *Contractor* shall assist the *Client* in establishing and maintaining good public relations for the duration of the contract. Public relations include keeping the general public informed; publicising (where applicable within this Scope) the project and the work of the Environment Agency in general; liaising with local residents, businesses and landowners; dealing with complaints; and dealing with the press and media.
- S 202.16.2 The *Contractor* shall provide site contact details on signs outside the Site.
- S 202.17 Vegetation clearance**
- S 202.17.1 The *Contractor* shall undertake any vegetation clearance (including tree pruning or removal) to enable temporary works installation and for completion of the *works*.
- S 202.17.2 Vegetation clearance shall be kept to an absolute minimum, but should reflect the requirement to deliver the works with urgency and efficiency.
- S 202.17.3 Vegetation clearance shall be undertaken by suitably qualified personnel, inclusive of trained arboriculturists.
- S 202.17.4 All vegetation clearance shall be supervised by the Environmental Clerk of Works.
- S 202.17.5 All vegetation clearance shall be undertaken outside of the bird nesting season, unless otherwise agreed by the *Project Manager*. The *Client* requires all vegetation clearance necessary to commence waste clearance works to be completed by 13th February 2026. No further clearance shall be undertaken before 31st August 2026 without prior authorisation by the *Client*. Any clearance works undertaken inside of this period will require a check by the Environmental Clerk of Works 24 hours in advance of the works

commencing. If a nest is found it shall be protected and clearance in the protected area delayed until the young have fledged or a suitable licence is obtained by the *Client* from Natural England.

- S 202.17.6 Trees which are nominated to be felled shall be recorded by the Environmental Clerk of Works. The record shall include the date of removal, tree species, girth at 1m above ground level (or top of deposited waste level), estimated height, and a surveyed location to an accuracy of 1m to nation grid co-ordinates. These records shall be passed to the *Project Manager*.

S 202 Confidentiality

- S 202.1 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.
- S 202.2 The *Contractor* may publicise the services only with the *Client's* written permission.

S 203 Security and Protection on the Site

S 203.1 Security

- S 203.1.1 The *Contractor* is responsible for the 24-hour security of, and access and egress from, the Site of Materials, Plant, Equipment, vehicles and pedestrians. This responsibility is to be as far as is reasonably practicable and will cease upon completion of the works. There shall be no lone working on the Site at any time.

S 203.2 Site fencing

- S 203.2.1 Where practicable the *Contractor* adequately fences the Site and erects fencing and gates before other work starts in that part of the Site. The *Contractor* shall regularly inspect and maintain all site fencing and gates and promptly repair damage.
- S 203.2.2 The *Contractor* provides access as necessary for the use of the occupiers of adjacent land.
- S 203.2.3 Installation of heras (or suitable other) fencing to prevent access shall be supervised by an Environmental Clerk of Works to ensure placement of heras (or suitable other) fencing limits environmental impacts. Such installation shall prioritise site safety and preventing unauthorised access to the Site.

S 204 Security and Identification of People

- S 204.1 The *Contractor* is responsible for the security, vetting and identification of persons working on or visiting the Site.
- S 204.2 The *Client* is to liaise with landowners/tenants such that they adhere to the *Contractor's* security requirements.

S 205 Protection of Existing Structures and Services

- S 205.1 Should any leakages or damage to existing services, highways or apparatus be discovered, the *Contractor* at once notifies the *Project Manager* and the Statutory Undertaker, Highways Authority or owner concerned, as appropriate, and the *Contractor* shall be responsible for the repair or replacement of the services, highways or apparatus affected if it resulted due to the fault/negligence of the *Contractor*.
- S 205.2 Should any service be found to exist which is not mentioned or indicated in the Site Information (Appendix 1-C), the *Contractor* shall give immediate notification to the *Project Manager* and *Supervisor*.
- S 205.3 The heras fencing to the south and west of the site, and the sandbags and cameras at the southern extent shall not be moved or altered by the *Contractor* without authorisation from the *Client*.

S 206 Protection of the works

- S 206.1 The *Contractor* protects the *works*, Equipment, Plant and Materials, liable to damage either by the weather or by the method used for carrying out the *works*.

S 207 Cleanliness of the Roads

- S 207.1 The *Contractor* shall be responsible for cleaning the road of mud or debris arising from the works operations.

S 208 Traffic Management

- S 208.1 A traffic management plan shall be submitted for acceptance by the *Project Manager* as part of the Construction Phase Plan (CPP). The traffic management plan shall include a reasonable estimate of the number of daily lorry movements so that the *Client* can keep the local public informed
- S 208.2 The traffic management plan shall be updated as and when required. Any updated traffic management plan shall be submitted to the *Project Manager* for acceptance.
- S 208.3 The *Contractor* shall be responsible for obtaining any temporary highway closure or diversions consents should they be required.
- S 208.4 The *Contractor* arranges all necessary temporary traffic control measures and maintains them in good working order and condition at all times, re-positioning, covering or removing them as necessitated by the progress of their work.

S 209 Condition Survey

S 209.1 Survey of highways, property and land

- S 209.1.1 The *Contractor* shall, in the presence of the *Supervisor* and Environmental Clerk of Works, undertake a pre-construction and post-construction photographic survey of the Site and any nearby assets that may be affected by the works prior to the commencement of the works.
- S 209.1.2 The *Contractor* shall provide no less than 7 days' notice to the *Project Manager* and *Supervisor* prior to any condition survey.
- S 209.1.3 A copy of each survey is notified to the *Project Manager*.
- S 209.1.4 The *Contractor* compares subsequent surveys with previous surveys and any changes in level or damage are notified to the *Project Manager* and *Supervisor*.

S 209.2 Photographs

- S 209.2.1 The *Contractor* shall make a comprehensive photographic record of the proposed Site area, compounds and accesses when completing the pre-construction and post-construction surveys. A full video record shall also be taken. These records shall include the public highway within 100m each side of the site entrances and 10m beyond the Site boundary.
- S 209.2.2 Photographs shall be taken when and where directed by the *Supervisor* and a reference set of digital images provided. These shall be marked with the date of exposure, identity reference number, location and direction of view.
- S 209.2.3 The copyright of all photographs shall be vested in the *Client* and the data files shall be delivered to the *Supervisor* within 4 weeks of being taken. The photographs shall not be used for any purpose whatsoever without the *Project Manager's* acceptance, but will be available for site based record use by the project staff.
- S 209.2.4 All digital photographs shall be stored in jpeg format. Copies shall also be submitted on a Data Stick, or Web based project collaboration tool as appropriate to the *Supervisor*.

S 210 Consideration of Others

S 210.1 Third party land interests

- S 210.1.1 Subject to unavoidable disturbance caused by providing the works, the *Contractor* does not interfere with land rights which may be enjoyed on or near the Site and causes the least possible interference with existing amenities whether natural or man-made.
- S 210.1.2 The *Client* takes responsibility for any constraints imposed by Others prior to the works commencing.

S 210.2 **Interaction with any access to property, apparatus or service**

S 210.2.1 The site has a Restriction Order in place until 22 March 2026 All contractors' and Subcontractors' staff, visitors, or other individuals who enter the site shall have prior written authorisation from the Environment Agency.

S 210.2.2 The *Client* shall be responsible for extending the Restriction Order's timeframe in line with the *Contractor's* accepted programme.

S 210.3 **Third party consents**

S 210.3.1 The *Client* provides permits, consent and/or any other licence for the works as set out below. The *Contractor* shall adhere to these licenses and discharge any conditions therein.

- Restriction Order for Site access. The *Client* shall be responsible for extending the Restriction Order's timeframe in line with the *Contractor's* accepted programme.

S 210.3.2 Where required, the *Contractor* shall assist the *Client* in obtaining permits or consents, and/or any other licence for the works. The *Contractor* shall adhere to those required and discharge any conditions therein.

S 210.2.3 Any use of drones for survey, photography, or inspections by the *Contractor* shall be only undertaken with the authorisation of the *Client*.

S 211 **Control of Site Personnel**

S 211.1 All *Contractors'* and Subcontractors' staff, visitors, or other individuals who enter the site shall have prior written authorisation from the Environment Agency. The *Contractor* shall ensure this is recorded with the *Client*.

S 212 **Site Cleanliness**

No further Scope information under this heading.

S 213 **Waste Materials**

S 213.1 The *Contractor* shall, within their Construction Phase Plan, submit a plan for both the sampling, analysis, classification and reporting of, and the removal and disposal of waste for the *Project Manager's* acceptance. The *Contractor* shall then adhere to this plan. Should changes be required to the waste removal plan the *Contractor* shall update the plan and submit for the *Project Manager's* acceptance.

S 213.2 All waste for removal, except that generated by the Site operations, shall be assessed and classified using "Waste Classification - Guidance on the classification and assessment of waste (1st Edition v1.2.GB) Technical Guidance WM3" to determine whether it meets the criteria to be classed as hazardous waste.

S 213.3 All waste removed from Site shall be transferred by an appropriately licensed waste carrier.

S 213.4 Waste disposal facilities shall be in benefit of an Environmental Permit.

S 213.5 The waste shall be sent under the appropriate Duty of Care, with Waste Transfer Notes or Consignment Notes as required. Copies of all Waste Transfer Notes or Consignment Notes shall be submitted to the *Project Manager* on a monthly basis including a schedule detailing, as a minimum, the Waste Transfer Notes or Consignment Notes references number, date, waste classification, quantity, carrier and disposal facilities.

S 213.6 All waste shall have deemed to be satisfactorily removed once undisturbed topsoil or subsoil beneath areas affected by the waste has been reached.

S 213.7



S 213.8



S 213.9 All samples shall be analysed at a UKAS accredited laboratory.

S 214 Deleterious and Hazardous Materials

S 214.1 The Scope of this contract assumes no deleterious and hazardous waste; however, its presence is likely. The *Contractor* shall, within their Construction Phase Plan, submit a plan for removal and disposal of deleterious and hazardous waste of various classifications for the *Project Manager's* acceptance. The *Contractor* shall then adhere to this plan. Should changes be required to the waste removal plan the *Contractor* shall update the plan and submit for the *Project Manager's* acceptance.

S 214.2 Where hazardous waste is being transported for disposal, the carrier shall comply with all relevant transportation of dangerous goods legislation and licensing requirements.

S 300 Contractor's Design

S 301 Design Responsibility

S 301.1 There are no permanent design responsibilities within the Scope.

S 301.2 The *Contractor* is responsible for the design of temporary works required for the *works*. This includes, but is not limited to, temporary accommodation, services, compounds, storage areas, Site roads and accesses.

S 302 Design Submission Procedures

S 302.1 The *Contractor* submits designs and specifications of temporary works required for the *works* to the *Project Manager* for acceptance. When accepted, neither the *Project Manager* nor the *Client* accepts any responsibility or liability for the suitability of the designs.

S 303 Design Approval from Others

S 303.1 Design approval may be required from the Local Authority as part of any Ordinary Watercourse Consent. This consent shall be the *Contractor's* responsibility to obtain.

S 303.2 Beyond S 303.1, the *Project Manager* shall seek design approval from Others where required.

S 304 Client's Requirements

S 304.1 *Contractor* designs for temporary works shall ensure that they can be satisfactorily removed from Site prior to any reinstatement requirements.

S 305 Design Co-ordination

No further Scope information under this heading.

S 306 Requirements of Others

No further Scope information under this heading.

S 307 Copyright / Licence

No further Scope information under this heading.

S 308 Access to Information Following Completion

S 308.1 The *Contractor* is to retain information for 6 years.

S 309 Site Investigations

No further Scope information under this heading.

S 400 Completion

S 401 Completion Definition

S 401.1 All waste has been removed. All temporary works have been removed and areas reinstated in accordance with S 202.5.2.

S 402 Sectional Completion Definition

No further Scope information under this heading.

S 403 Training

No further Scope information under this heading.

S 404 Final Clean

S 404.1 The *Contractor* is to undertake a final clean of the Site (including access routes) including the removal of temporary structures, Materials, protection and tools, prior to Completion, to the acceptance of the *Supervisor*.

S 405 Security

No further Scope information under this heading.

S 406 Correcting Defects

No further Scope information under this heading.

S 407 Pre-Completion Arrangements

S 407.1 The *Contractor* shall arrange a joint inspection with the *Project Manager*, the *Supervisor* and a representative from the *Client* a minimum of 7 days week prior to the planned takeover or Completion to agree a list of Defects, routine and non-routine maintenance activities, and documentation, and confirm the arrangements for the final takeover of the *works*.

S 408 Take Over

S 408.1 The *Client* does not require use prior to Completion.

S 500 Programme

S 501 Programme Requirements

No further Scope information under this heading.

S 502 Programme Arrangement

No further Scope information under this heading.

S 503 Methodology Statement

No further Scope information under this heading.

S 504 Work of the *Client* and Others

No further Scope information under this heading.

S 505 Information Required

No further Scope information under this heading.

S 506 Revised Programme

No further Scope information under this heading.

S 600 Quality Management

S 601 Samples

No further Scope information under this heading.

S 602 Quality Statement

No further Scope information under this heading.

S 603 Quality Management System

No further Scope information under this heading.

S 604 BIM Requirements

No further Scope information under this heading.

S 700 Tests and Inspections

S 701 Tests and Inspections

S 701.1 Upon confirmation of scope, and following Contract Award, the *Contractor* shall produce a water monitoring plan for submission with the Construction Phase Plan for the *Project Manager's* acceptance. The *Contractor* shall then adhere to this accepted water monitoring plan. Any proposed amendments require the provision of suitable information outlining the reasoning behind the change and details of any additional or amended mitigation. Any amended water monitoring plan shall be submitted to the *Project Manager* for acceptance. Any such monitoring requirement will be instructed by the *Project Manager* and a compensation event notified.

S 701.2 All samples shall be analysed at a UKAS accredited laboratory.

S 701.3 The *Contractor* shall produce a plan to monitor and manage gas and odour coming from the waste with the Construction Phase Plan for the *Project Manager's* acceptance. Any proposed amendments require the provision of suitable information outlining the reasoning behind the change and details of any additional or amended mitigation. Any amended gas and odour monitoring plan shall be submitted to the *Project Manager* for acceptance.

S 701.4 The *Client* reserves the right to allow Others to undertake waste material sampling, analysis and classification of waste on their behalf to confirm the *Contractor's* procedures and results.

S 702 Management of Tests and Inspections

No further Scope information under this heading.

S 703 Covering up Completed Work

No further Scope information under this heading.

S 704 Supervisor's Procedures for Inspections and Watching Tests

No further Scope information under this heading.

S800 Management of the Works

S 801 Project Team – Others

S 801.1 The *Contractor* shall supply as a minimum the following named and dedicated roles within the project; a Project Manager, a Site Manager, a Technically Competent Manager, and a Health and Safety Manager.

S 802 Communications

S 802.1 Progress meetings

S 802.1.1 The *Contractor* attends weekly virtual progress meetings for the first 8 weeks from the *starting date*. Meetings are arranged and chaired by the *Project Manager* who provides an agenda and minutes for the meeting.

S 802.1.2 The *Contractor* attends monthly progress meetings in person. These may be, as agreed by the *Client* and *Contractor*, at an Environment Agency office: Kings Meadow House, Reading, Red Kite House, Wallingford, Osney Depot, Oxford are nearby; or another suitable venue. The venue should allow for hybrid (in person/MS Teams) attendance. Meetings are arranged and chaired by the *Project Manager* who provides an agenda and minutes for the meeting.

S 802.1.3 Monthly early warning meetings will be chaired by the *Project Manager* and shall be attended by the *Contractor*. These may be virtual meetings.

S 802.2 Contract administration forms

S 802.2.1 The *Contractor*, *Project Manager* and *Supervisor* shall comply with the requirements of FastDraft (the *Client's* online contract management tool) for contract administration.

S 802.2.2 The *Contractor* shall be required to provide details to enable their organisation to be set up on FastDraft..

S 802.3 Progress Reporting requirements

S 802.3.1 The *Contractor* submits a weekly report of work done, Equipment on Site and all personnel including Subcontractors and Materials to the *Supervisor* by Monday (noon) of the following week.

S 802.3.2 The *Contractor* shall attend Project Board meetings as required to be organised by the *Client*. The *Contractor* shall provide a project progress update at Project Board meetings as required. The *Contractor* shall attend the Project Board as the Senior Supplier under a PRINCE2 project management system.

S 802.3.3 The *Contractor* shall produce all required *Client* periodic project reporting in line with timescales in the following table. This is to include finances, progress, Accepted Programme, and a risk register. The monthly project report shall be timely and accurate.

Table of timescales for outputs:

Required notice or response period	Activity / Output
10 working days	Review of documents by <i>Client's</i> consultees
10 working days	Site visits, Stakeholder consultation invitation
First 1 st Friday or nearest working day of the month.	Expenditure forecast
First 1 st Friday or nearest working day of the month.	Progress report
First 1 st Friday or nearest working day of the month.	Programme
5 working days	Prepare and issue reports and information before meetings.

Required notice or response period	Activity / Output
	Circulate minutes from meetings

S 802.4 Project risk register

S 802.4.1 The Parties co-operate to keep a project risk register up to date for the duration of the contract. The purpose of the project risk register is to capture and manage all risks associated with the *works* including those risks that may be passed to Others after the Defects Date.

S 803 Monthly Progress Reporting

No further Scope information under this heading.

S 804 Key Performance Indicators (KPIs)

S804.1 The Procurement Act 2023 requires, as mandatory, 3 KPIs for projects over £5 million value. The *Client* will assess *Contractor* performance on the three KPIs listed below.

KPI 1 — Health & Safety Performance

Measure: RIDDOR reportable incidents and significant safety breaches.

Target: Zero incidents; corrective actions within 48 hours.

Reporting: Immediate notification; monthly and annual summaries.

NEC Approach: serious breaches may trigger clause 91.2.

KPI 2 — Waste Disposal Compliance

Measure: Percentage of waste sent to approved, licensed landfill or recycling facilities (as agreed).

Target: 100% compliant disposal; corrective actions within 48 hours.

Reporting: Monthly reporting with transfer notes; annual compliance summary.

NEC Approach: treated as a Defect and corrected at *Contractor's* cost.

KPI 3 — Traffic & Access Management Compliance

Measure: Compliance with the approved Traffic Management Plan (routing, timing, safety, community controls).

Target: ≥ 98% compliance; corrective actions within 48 hours.

Reporting: Monthly reporting via gate logs/GPS/spot checks; Quarterly summary.

NEC Approach: repeated breaches treated as defects.

S 900 Working with the *Client* and Others

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

S 901.1 Partner agencies may wish to make site visits to inspect upon progress of works. The *Project Manager* shall inform the *Contractor* of these visits in advance where prior knowledge of the visit is known.

S 901.2 The *Contractor* shall allow for Site access for the *Client's* representative to establish, maintain and remove static cameras which shall observe the works. Images from these cameras shall be available in real-time on the internet.

S 902 Co-operation

S 902.1 The *Client* is working with several partners for the Kidlington Waste Removal project. Any reports, method statements and risk assessments produced by the *Contractor* shall be suitable for sharing with partner agencies such as Local Authorities, Fire & Rescue Service, Police, Natural England, UK Health Security Agency and the Health and Safety Executive. The reports may also be made available to the public, the *Client* will notify

the *Contractor* where such requirements arise. The *Contractor* may be required to redact information where directed by the *Client*.

- S 902.2 The *Client* will lead on all engagement with all stakeholders. The *Contractor* shall support the *Client* in this engagement by attending meetings and/or providing written updates.

S 903 Co-ordination

No further Scope information under this heading.

S 904 Authorities and Utilities Providers

No further Scope information under this heading.

S 905 Diversity and Working with the *Client*, Others and the Public

- S 905.1 The *Client* is committed to eradicating modern slavery in its supply chain. The successful *Contractor* shall complete the Modern Slavery Assessment Tool [Modern Slavery Assessment Tool - Supplier Registration Service](#)

S 906 Environment Agency as regulatory authority

- S 906.1 The Environment Agency's position as a regulatory authority, and as *Client* under the contract, are separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.

S 1000 Services and other things to be provided

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

- S 1001.1 The *Contractor* shall provide welfare facilities suitable for the use at any one time of up five (5) *Client* team members in addition to the *Contractor's* staff.
- These should allow a daily workspace (desk and chair) for each party.
- This should adhere to, as a minimum, requirements as stated in the SHEW COP.

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

- S 1002.1 The *Client* shall provide access to FastDraft for contract administration purposes.
- S 1002.2 The *Client* shall provide access to a MS Teams project site and associated Sharepoint site for the purposes of communication and digital file storage.
- S 1002.3 The *Client* shall provide training on the basic use of FastDraft should this be required by the *Contractor's* management staff.
- S 1002.4 The *Client* shall provide the *Contractor* with access to the Site.
- S 1002.5 The *Client* shall be responsible for agreeing and paying all compensation payments to landowners associated with the Site.
- S 1002.6 The *Client* shall be responsible for extending the Restriction Order's timeframe in line with the *Contractor's* accepted programme.

S 1100 Health and Safety

S 1101 Health and Safety Requirements

S 1101.1 Construction (Design and Maintenance) Regulations (CDM) 2015

- S 1101.1.1 The Kidlington Waste Removal project would not typically fall under the Construction (Design and Maintenance) Regulations (CDM).

The *Client* has decided that these regulations shall apply to the *works*. All Parties shall meet the requirements of the Construction (Design and Maintenance) Regulations (CDM).

S 1101.1.2 The named CDM Client is [REDACTED], on behalf of the Environment Agency.

Email: [REDACTED]

Mobile: [REDACTED]

S 1101.1.3 The 'CDM Principal Designer' is [REDACTED] [REDACTED].

Email: [REDACTED]

Mobile: [REDACTED]

S 1101.1.4 The *Contractor* is the 'Principal Contractor' under the CDM Regulations. The CDM Pre-construction Information does not form part of the contract. The *Contractor* copies to the *Project Manager* all correspondence with the CDM Principal Designer for health and safety matters.

S 1101.1.5 The Principal Designer shall carry out periodic, unannounced audits of the *works* to assure that the *Contractor* is fulfilling their health and safety requirements. The *Contractor* shall promptly rectify any issues identified from such audits.

S 1101.2 Pre-construction activities

S 1101.2.1 Access to the Site shall not be permitted until a pre-commencement management tool (PCMT) has been completed. See Appendix 1-F for template. The co-ordination and completion of the PCMT shall be by the CDM Principal Designer on behalf of the *Client*.

S 1101.2.2 Should the *works* as presented in the programme be considered notifiable to the Health and Safety Executive, the *Contractor* shall pass information to the CDM Principal Designer to allow notification using the F10 form.

S 1101.2.3 The *Contractor* shall produce a Construction Phase Plan (CPP) as part of CDM requirements and for the completion of the PCMT. There are a number of plans identified within this Scope that are to be submitted by the *Contractor* for *Project Manager* acceptance. For clarity, all plans required shall be:

Title	Typical Content	Reason
Quality Management Plan	Describes how quality of project documentation and communications will be adhered to.	Requirement of the NEC4 ECC.
Construction Phase Plan (CPP)	Overarching document containing the plans noted below, but also including, and not limited to: <ul style="list-style-type: none"> • Health and safety targets • Site rules • Welfare arrangements • Site inductions • Arrangements for consultation with workforce/briefings, etc. • Risk Assessments and Method Statements (RAMS), both in full and with a schedule. 	CDM compliance Details the health and safety risks associated with the <i>works</i> and the control measures that will be implemented to minimise risks or, where possible, eliminate them.
Environmental Action Plan (EAP)	Highlights receptors, impacts, mitigation measures and mitigation ownership for pre, during and post <i>work</i> activities.	Details the environmental risks associated with the <i>works</i> and the control measures that will be implemented to minimise risks or, where possible, eliminate them.

Title	Typical Content	Reason
	Includes necessary steps to manage bio-security risks.	Shall form the Scope once accepted.
Traffic Management Plan (TMP)	Plant movements and frequency. Traffic control measures. People/plant interface control. Cleanliness of highway. Consenting requirements.	To manage Site and other traffic to mitigate health and safety risks.
Removal of Waste Plan	Main <i>works</i> method proposed by the <i>Contractor</i> for acceptance.	Shall form the Scope once accepted.
Removal of Deleterious and Hazardous Waste Plan	Secondary <i>works</i> method proposed by the <i>Contractor</i> for acceptance. May be included in the above Removal of Waste Plan or as a separate document.	Shall form the Scope once accepted should deleterious and/or hazardous waste be encountered on the Site.
Water Monitoring Plan	Sampling locations and regime.	To determine if leachates are being released into the wider water environment.
Emergency Pollution Response Plan	How the <i>Contractor</i> shall identify and rectify any emergency pollution incidents.	To reduce or mitigate impacts of emergency pollution incidents.
Fire Risk Management and Prevention Plan	Fire risk reduction and management procedures.	Minimise the spread of a fire within the Site and to neighbouring sites.
Odour and Gas Monitoring Plan	How the <i>Contractor</i> shall monitor odour and gas on Site, including trigger levels for action and what those actions would entail.	To prevent any explosions and to protect the Site staff. To reduce odour from the site and to protect the Site staff.
Noise and Dust Plan	How the <i>Contractor</i> shall reduce noise and dust levels within the Site.	To reduce risks to Site staff and for consideration of the public.
Site Establishment Plan	Layout of the Site. Designs of temporary works. Details of any required vegetation clearance.	To ensure the Site is a safe environment for operatives, while also minimising any environmental impacts of temporary works.

S 1101.2.4 The *Contractor* may combine / consolidate the above plans if this is found to be more efficient. Combined plans shall still have the requirement to be accepted by the *Project Manager*.

S 1101.2.5 The *Client's* organisation operates a Safety, Health, Environment and Wellbeing Code of Practice (SHEW COP). While the SHEW COP is not fully aligned with the *works* scoped in this contract, the *Contractor shall* utilise it as best practice in producing plans for managing the Site and specifically managing safety, health, the environment and the wellbeing of staff and others. The SHEW COP is provided in Appendix 1-G for information. It is not provided as a Scoped item.

S 1101.3 During the works

S 1101.3.1 The *Contractor's* Site Manager(s) shall hold at least one of the following certifications:

- Site Safety Plus Site Management Safety Training Scheme (SMSTS)
- IOSH Managing Safely in Construction
- IOSH Safety, Health & Environment for Construction Site Managers

- 5 day CISRS Managers course
- 5 day NPORS Construction Site Safety Manager

S 1102 Method Statements

S 1102.1 The *Contractor* shall submit method statements for all operations for the acceptance of the *Project Manager* before commencement of each operation.

S 1200 Sub-Contracting

S 1201 Restrictions or Requirements for Sub-contracting

S 1201.1 Any Subcontractors and disposal facilities to be used shall have and maintain, in the opinion of the *Client*, an acceptable compliance record relating to the operation of their business, including, but not limited to, health and safety, waste and haulage licences/permits. The *Contractor* shall submit details of all disposal facilities and Subcontractors involved in the removal of the waste for acceptance by the *Project Manager* as per NEC4 ECC Clause 26. Permissions will not be unreasonably withheld, but it will be the *Contractor's* responsibility to source alternative arrangements in the event permission is refused.

S 1201.2 The *Contractor* shall submit the required information in NEC4 ECC Clause 26 for acceptance at least 14 days prior to contractual engagement of the subcontracted works, unless otherwise agreed with the *Client* in writing.

S 1300 Title

S 1301 Marking

No further Scope information under this heading.

S 1400 Acceptance or Procurement Procedure (Options C and E)

No further Scope information under this heading.

S 1500 Accounts and Records (Options C and E)

S 1501 Additional Records

S 1501.1 The *Contractor* keeps the following accounts and records in addition to those identified elsewhere in the contract:

- Details of payments to third parties relating to this contract whether or not these form part of the Defined Cost,
- Materials record sheets,
- Waste Transfer Note, and
- Consignment Notes.

The format and presentation of records to be kept shall be submitted to the *Project Manager* by the *Contractor*.

S 1600 Parent Company Guarantee (Option X4)

No further Scope information under this heading.

S 1700 Client's Work Specifications and Drawings

S 1701 Client's Work Specification

- S 1701.1 The specification for any temporary works design and installations shall be the "Civil Engineering Specification for the Water Industry, 7th Edition" (CESWI7), published by the Water Services Association in March 2011.

Where the Scope specifies works these shall be adhered to ahead of those defined in CESWI7.

S 1702 Drawings

- S 1702.1 Drawings are within this Scope and included in Appendix 1 and its associated sub-appendices.:

S 1703 Standards the Contractor will Comply With

- S 1703.1 Waste Classification - Guidance on the classification and assessment of waste (1st Edition v1.2.GB) Technical Guidance WM3.

Hyperlink: [Waste classification technical guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/waste-classification-technical-guidance)

URL: <https://www.gov.uk/government/publications/waste-classification-technical-guidance>

- S 1703.2 FastDraft Handbook

Hyperlink: [FastDraft handbook – BuiltIntelligence Help Centre](https://support.builtintelligence.com/hc/en-gb/categories/360001425612-FastDraft-handbook)

URL: <https://support.builtintelligence.com/hc/en-gb/categories/360001425612-FastDraft-handbook>

- S 1703.3 National Survey Specifications. See Appendix 3.

Activity Schedule for Pricing

Project: Kidlington Waste Removal
SOP: XXXXXXXXXX

- 1 The Contractor shall fill in the Activity Schedule to calculate:
 - 1.1 The tender value for assessment, in Cell F1 (excluding Landfill Tax)
 - 1.2 The potential ECC Option C Target Price, in Cell F2 (including Landfill Tax)
- 2 The Contractor shall fill in all relevant project management staff they foresee using to undertake the works. 1000 series
- 3 The Contractor shall fill in all relevant site management staff they foresee using to undertake the works. 2000 series
- 4 For 1000 and 2000 series the Contractor can add more lines for further staff requirements. Please ensure sub-totals sum correctly for additional lines
- 5 Yellow Cells require Contractor input
- 6 The Contractor can combine lump sum activities prices if they wish (e.g. combine mobilisation and demobilisation)
- 7 Prices for programme related activities should not be combined.
- 8 Prices for quantity related activities should not be combined.

The Contractor can include any further activities, rates, quantities and prices for any other activities they foresee which require inclusion in the Target Price. 5000 series.

- 9 The Contractor can use this to further breakdown previously defined activities if they so wish.
- 10 The Contractor defines their Fee percentage to be applied to all tender prices, excluding landfill tax.
- 11 The Contractor defines their own risk allowance, either:
 - 11.1 as a percentage of the tendered prices, Activity BB1, or
 - 11.2 as a lump sum.
- 12 The Contractor shall enter details of their Contractor owned risks under the contract in the 'contractor's risk' tab.
- 13 For the purposes of Client information and for better contract administration, the Contractor is asked to fill in other indicative rates in the 'Additional Pricing' tab.

Contractor Owned Risks

Project: Kidlington Waste Removal
SOP:

Pricing notes, assumptions and exceptions:

- 1 Priced as per agreed Scope
- 2 Traffic Management costs are a best-estimate of those that are required to deliver the works, based on site conversations with OCC. Should OCC, Highways or other body require amendments or additions, then these are assumed to be CEs
- 3 Any Ecological works are excluded. This includes the provision of any ecological surveys and/or services and/or time or cost changes arising from any works required. These are assumed to be CEs
- 4 Arboricultural works allowance made. Further works deemed as CEs.
- 5 Acumen has full unhindered access to and from site
- 6 There is 21,000 tonnes of non-haz waste which can be compliantly disposed of to landfill and that the disposal sites are able to provide contiunity of provision of outlet at the agreed cost
- 7 Works are carrued out M-F only (5dpw working)
- 8 The works are delivered using articulated walking floor transport, and the surrounding road infrastructure is deemed capable and safe to accept such vehicles
- 9 The cost allowance made for SSE (as quoted) relates to the disconnection of overhead lines, and charges for generator, are the only costs allowed for Services/Stats disconnections/protection
- 10 The trackway solution for site roads and compound, including access ramp is suitable. Should further be required, then assumed CE
- 11 Assumes 2x deodorisers are deployed, using manufcaturers suggested additives (nature and frequency)
- 12 No off site leachate, or site water, transport and disposal costs are included
- 13 No monitoring or testing is included, other than that required to correctly classify the waste using WM3
- 14 No water monitoring included
- 15 Excludes any additional costs relating to any works outside of the site boundary
- 16 Assumes 2x security guards, out of hours and bank holidays only
- 17 Bund constructed using site won 'stockpiled' soil material - removed at completion as waste as part of the works
- 18 Stone used in road/compound construction is virgin material (not recycled) to avoid any potential cross-contamination on any active investigation on site
- 19 Dilapidation or damage to off-site roads and infrastructure is excluded
- 20 No costs/time included in relation to the required closure of the lay-by on the A34 for the full duration of the works, as it is assumed that OCC/EA have already agreed this aspect
- 21 Suppliers utilised in Activity Schedule are assumed agreed by EA. Any required changes to supplier, if additional cost, are not included
- 22 Split of landfill tax is a best-estimate at this stage

Activity Schedule for Pricing

Project: Kidlington Waste Removal
SOP:

Name of Tenderer: Acumen Waste Services Ltd

Ref	Activity	Quantity	Unit	Rate	Sum
Project Management					
1001	Project Manager	20.6	week		
1002	Health and Safety Manager	20.6	week		
1003	Technically Competent Manager	20.6	week		
1004	Commercial Manager	20.6	week		
1005	Planner	20.6	week		
1006	Administration	18.6	week		
+	insert mores lines above if required				-
Sub-total					
Site Management					
2001	Site Manager	18.6	week		
2002	Technically Competent Manager	-	week		
2003	Competent Industrial Services Operator	18.6	week		
2004	Competent Industrial Services Operator	18.6	week		
+	insert mores lines above if required				-
Sub-total					
Preliminaries					
3001	Site Mobilisation, including establishment and connection of temporary accommodation, services, welfare	1	item		
3002	Maintain temporary accommodation, services, welfare	18.6	weeks		
3003	Site Demobilisation, including removal temporary accommodation, services, welfare	1	item		
3004	Design and install hardstandings for temporary accommodation, services, compounds, storage areas, Site roads and accesses.	1	item		
3005	Maintain hardstandings	18.6	weeks		
3006	Remove hardstandings for temporary accommodation, services, compounds, storage areas, Site roads and accesses.	1	item		
3007	Establish Site fencing	1	item		
3008	Maintain Site fencing	18.6	weeks		
3009	Remove Site fencing and reinstate	1	item		
3010	Establish water monitoring sites	1	item		
3011	Maintain water sites, including sampling, analysis and report on water	18.6	weeks		
3012	Remove water monitoring sites and reinstate	1	week		
3013	Provision of Site security measures	18.6	weeks		
3014	Pre and post condition surveys	2	no.		
Sub-total					
Works					
4001	Vegetation clearance, including survey and reporting	1	item		
4002	Waste sampling, analysis, classification, and report	1	item		
4003	Removal and disposal at a permitted site, non-hazardous waste removal (excluding landfill tax)	21000	tonnes		
Sub-total					
Other					
5001	Site Plant	18.6	weeks		
5002	Deodorising System - Mobilisation & Establishment	2	item		
5003	Deodorising System - Maintain	18.6	weeks		
5004	Deodorising System - Demobilisation	2	item		
5005	Leachate Control - Mobilisation & Establishment (onsite only)	1	item		
5006	Leachate Control - Maintain (onsite only)	18.6	weeks		
5007	Leachate Control - Demobilisation	1	item		
5008	Dust/Fire Supression	1	item		
5009	Survey Stations	0	item		
5010	Task Lighting - Mobilisation	1	item		
5011	Task Lighting - Maintain	18.6	weeks		
5012	Task Lighting - Demobilisation	1	item		
5013	Arboroculturist Work	0	weeks		
5014	Road Cleaning	18.6	weeks		
5015	PPE, RPE	18.6	weeks		
5016	Gas Monitoring - Personal Gas Monitors	1	item		
5017	Gas Monitoring - Maintain	18.6	weeks		
5018	Insurances	18.6	weeks		
5019	Traffic Management	18.6	weeks		
5020	Goal Posts for overhead lines	1	item		
5021	Biosecurity	1	item		
+	insert mores lines above if required				
Sub-total					
AA	Combination of the sub-titles				
BB1	Contractor's owned risk (as a %) - or	%			
BB2	Contractor's owned risk (as a sum) - or	1 sum			-
CC	Contractor's fee	%			
TOTAL (pre-landfill tax)					
10001	Landfill tax for the removal and disposal at a permitted site, non-hazardous waste removal (excluding landfill tax) - 2025/26	5000	tonnes	126.15	630,750.00
10002	Landfill tax for the removal and disposal at a permitted site, non-hazardous waste removal (excluding landfill tax) - 2026/27	16000	tonnes	130.75	2,092,000.00
DD	TOTAL Target Price				6,084,563.52

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