



Framework: Collaborative Delivery Framework
Supplier: BAM Nuttall Ltd
Company Number: 00305189

Geographical Area: North East
Project Name: Airmyn Foreshore Stabilisation - construction contract
Project Number: ENV0002018C

Contract Type: Engineering Construction Contract
Option: [REDACTED]

Contract Number: project_35576

Stage: Construction

Revision	Status	Originator	Reviewer	Date
1 Draft		[REDACTED]	[REDACTED]	17/02/2022
2 Draft		[REDACTED]	[REDACTED]	10/05/2022
3 Draft		[REDACTED]	[REDACTED]	24/05/2022
4 Final		[REDACTED]	[REDACTED]	25/05/2022

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Airmyn Foreshore Stabilisation - construction contract

Project Number ENV0002018C

This contract is made on 26/06/2022
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th 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
ENV0002018C Airmyn Foreshore Stabilisation - Scope v4'

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 for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18 Limitation of Liability

X20: Key Performance Indicators

Y(UK)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

To stabilise the foreshore in front of the flood defences in Airmyn

The *Client* is

Environment Agency

Address for communications



Address for electronic communications



The *Project Manager* is



Address for communications



Address for electronic communications



The *Supervisor* is TBC

Address for communications

Address for electronic communications TBC

The Scope is in
ENV0002018C Airmyn Foreshore Stabilisation - Scope v4

The Site Information is in
ENV0002018C - PCI v4

The *boundaries of the site* are
ENV0002018C Airmyn site boundary

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

The project is being delivered from the river which is tidally influenced. Work can only be carried out when the water is at a certain level. Tide times and levels will impact working hours and the duration of the construction programme.

There are invasive species present on the river bank. The works have been designed to minimise interaction with the invasive species so management of them is not required. If management of the invasive species is required as part of the works this will have an impact on the total of the Prices and duration of the programme.

A marine licence has been applied for but not yet secured, the conditions of this licence may have an impact on the total of the Prices and duration of the programme.

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

2 The Contractor's main responsibilities

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

condition to be met

'none set'

'none set'

'none set'

key date

'none set'

'none set'

'none set'

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

4 weeks

3 Time

The *starting date* is

The *access dates* are

part of the Site

Whole of site

Asite

date

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

4 weeks

The *Completion Date* for the whole of the *works* is

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

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

4 weeks

4 Quality management

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

4 weeks

The period between Completion of the whole of the *works* and the *defects*

52 weeks

5 Payment

[REDACTED]

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

[REDACTED]

£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

Not used

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

'to be confirmed'

'to be confirmed'

['to be confirmed'](#)

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*.

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

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

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

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

Z 4 The Schedule of Cost Components

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

Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:

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

Z7 Contractor's share

After c154.2 and before c154.3, insert the following additional clause:

54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

Subcontractors

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.

The design consultant employed by the Contractor is required to fulfil

Professional indemnity insurance

Z11.1.1 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:

2117.12 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.

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.

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.

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

Add the following sentence to the end of clause 51.1:

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

- 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.

Delete W2.1

Replace clause 84.1 with the following:

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

The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.

b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.

c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.

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

Assessment \times ME \times I \equiv PVP

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

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

[illegible]

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only

Delay damages for Completion of the whole of the *works* are [REDACTED] per day

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 [REDACTED]

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 [REDACTED]

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 [REDACTED]

OPTION X18: Limitation of liability

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

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

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

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 [REDACTED]

The *end of liability date* is [REDACTED] 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	<i>beneficiary</i>
Any	None

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 BAM Nuttall Ltd

Address for communications

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

Address for electronic communications

[REDACTED]

The fee percentage is

[REDACTED]

[REDACTED]

The working areas are

The Site and contractors offices whether temporary or permai

The key persons are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

The key persons are

Name (2)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

The key persons are

Name (3)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

The key persons are

Name (4)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

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

3 Time

The programme identified in the Contract Data is

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

Address for electronic communications
[redacted]

X10: Information Modelling

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

Contract Execution

Client execution

Signed Underhand by [PR

for and on behalf of the Environment Agency

Date _____

Role

Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of

BAM Nuttall Ltd

Signature

Date _____

Role

ECC Scope Template

NEC4 engineering and construction contract (ECC)

LIT 13260

Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	Airmyn Foreshore Stabilisation
Project SOP reference	ENV0002018C
Contract reference	Airmyn Foreshore Stabilisation Project - Construction
Date	25/05/2022
Version number	4
Author	

Revision history

Revision date	Summary of changes	Version number
30/09/2021	First issue	1
27/10/2021	Updated following Senior User Comments and Scope agreement meeting	2
07/03/2022	Updated following Commercial Services Managers Comments	3
24/05/2022	Updated following final review	4

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

customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
0845 988 1188

www.environment-agency.gov.uk

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	12	December 2021

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S 200	General constraints on how the <i>Contractor</i> provides the <i>works</i>
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S 100 Description of the works

S 101 Description of the works

The Airmyn Foreshore Stabilisation project is focused on stabilising the foreshore in front of the existing flood defences in Airmyn where erosion is putting the integrity of the existing flood defences at risk. This project is a capital maintenance project taking a proactive approach to stabilising the foreshore.

The *works* consist of stabilising the foreshore by driving piles at the toe of the foreshore to cut off any slip-planes and put rock revetment along the riverbank to prevent further erosion. This will involve the placing of graded stone to allow for positioning of the rock armour. The *works* will include demarcation of the piles. This stabilisation work will be carried out in five locations along the riverbank in Airmyn. These areas are those that have been identified as having significant stabilisation issues and areas of narrow foreshore width which need intervention.

To provide the *works*, enabling and temporary works are required upstream at the location labelled 'compound' on Figure 1. This will include installing a haul road, crane pad and temporary moorings to allow the *works* to be delivered from the river.

The project area is presented in Figure 1 below.

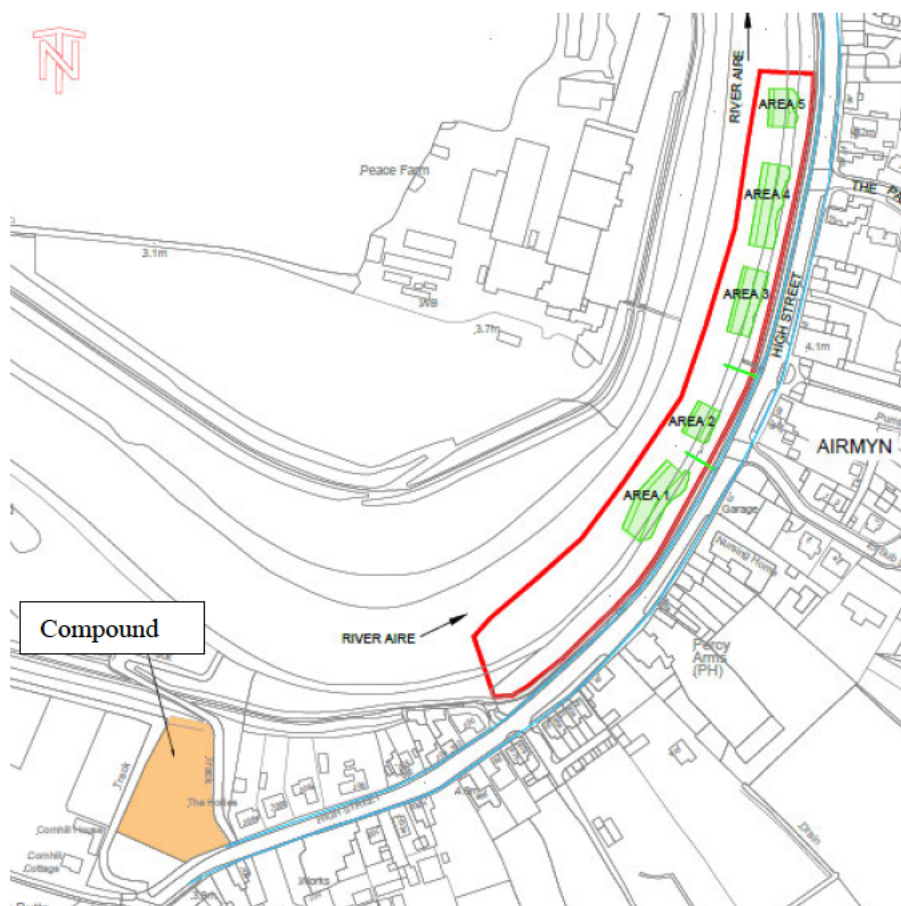


Figure 1 – project area

~~The baseline setting out information is on drawing X. The Contractor will establish these lines on site and confirm the position with the Supervisor before commencement of any construction works. The Contractor shall check the provision of any level reference points shown on the drawings and confirm the position and level with the Supervisor before use for setting out the works. The Contractor shall inform the Project Manager when all setting out reference points have been agreed, checked and confirmed.~~

S 102 Purpose of the Works/ Outcome required

The objectives of the Airmyn Foreshore Stabilisation project are:

- To stabilise the foreshore in front of the existing Airmyn flood defences to prolong the asset life and maintain the flood defences integrity.
- Promote a project which does not damage the aesthetics/landscape/heritage of the riverside area and village in Airmyn.
- Minimise and mitigate for adverse impacts and safety, and environmental risks that may result from the scheme.
- Where possible, enhance the environment and achieve the Biodiversity Net Gain targets (10%).
- Maximise efficiency savings and contribute to Environment Agency efficiency targets.
- Minimise the carbon impact of the scheme, reducing the project capital carbon footprint by 40% against the project carbon budget of 2,133.6 tCO₂e of capital carbon and 2,639.2 tCO₂e of whole life carbon.
- Maintain and build on the Environment Agency's relationship with the local community, working with the Client to keep the local community informed throughout the project.

The *Contractor* shall deliver the *works* in line with this Scope, the approved construction drawings (see Appendix 3), the works specification (Appendix 4) and the 3D model ('Airmyn 3D models' on Common Date Environment, dated 04/05/2022).

The *Contractor* shall undertake landscaping works in accordance with the Landscape Plans (Appendix 3), and carry out any work in line with the Environmental Action Plan (EAP). The EAP is included in Appendix 5.

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

S 201 General constraints

The *Contractor* shall carry out the *works* in accordance with the *Client's* Minimum Technical Requirements, version 12, dated December 2021 and this Scope.

The *Contractor* shall carry out the *works* in accordance with the current version of the Constructing a Better Environment: Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP) and their own safe systems of work.

The *Contractor* shall carry out the *works* in accordance with the conditions of the Flood Risk Activity Permit (FRAP) and marine licence.

The *Contractor* shall satisfy themselves as to the adequacy of any such data they wish to rely upon in providing the *works*.

The *Contractor* shall check measurements on Site ahead of carrying out the *works*, this includes the length of the sheet piles and size of the rip rap before being placed. The *Contractor* shall also set out the 5 areas, checking the distances and physical locations with the construction drawings to ensure the *works* are constructed in the right place.

Any historical structures of archaeological remains are to be protected from further excavation or damage until the *Project Manager* agrees a way forward with the *Client's* Archaeologist and instructs the *Contractor* to proceed.

The *Contractor* shall consult with the Local Authority/Highways Authority for any constraints on how the works are to be provided.

The *Contractor* shall maintain the Public Right of Way diversion around the compound area, taking reasonable steps to ensure it is safe to use for members of the public.

The *Contractor* notifies the *Project Manager* at least four weeks in advance of his intention to first enter or occupy each area of ownership or occupation. The *Client* will alert each occupier of the *Contractor's* expected first entry onto or use of their land by serving Notice of Entry.

To enable the *Client* to prepare the Notice of Entry, the *Contractor* shall provide the following information with the notification in advance of the required issue date:

- A notice of entry plan for each affected owner and occupier, identifying the Working Area required, access routes and the property boundary;
- Duration of the works and entry requirements;
- Detailed of the works to be undertaken;
- Access arrangements;
- Site safety requirements;
- The *Contractor* shall keep owners and occupiers informed of the effect of the construction works on their land and property 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.

The *Contractor* does not enter any part of the Site until the date for possession of that part of the Site shown on the Accepted Programme. The *Contractor* may enter any part of the Site earlier than the date for possession shown on the Accepted Programme if given authority to do so by the *Project Manager*, provided that formal Notice of Entry has been served.

The *Contractor* shall obtain, if not already done as part of early supplier engagement, the Environmental Permit (Flood Risk Activity) and Temporary Public Right of Way (PRoW) diversion consents as required for delivery of the *works*.

The *Contractor* cannot start work on Site until all permissions are in place or as otherwise be agreed with the *Project Manager*.

Disruption to property owners, local landowners, local amenity users and any residents should be minimised. Traffic disruption on local roads should be minimised.

S201.1 Pollution, ecological and environmental aspects

Pollution, ecological and environmental impacts shall be managed by the *Contractor* in accordance with the Minimum Technical Requirements and the Environmental Action Plan (EAP).

- The *Client* will appoint an Environmental Clerk of Works (ECoW) to have specific responsibility for monitoring and auditing of environmental aspects on their behalf.
- The *Contractor* shall work with the ECoW and *Client* to agree which aspects of the EAP will be included in toolbox talks given to all site staff.
- The *Contractor* shall work with the ECoW to provide Precautionary Working Method Statements as required by the EAP. This will incorporate mitigation recommendations specified within the ecological survey reports, including but not limited to, acoustic/dust barriers to protect a tree with a confirmed bat roost in close proximity to the site.
- The *Contractor* shall work with the ECoW to undertake pre-start checks for protected species as documented within the EAP.
- The *Contractor* shall ensure provision is made to escort the ECoW where appropriate and provide information as requested by the ECoW during site audits. The ECoW shall audit the site on a two-weekly basis.
- The *Contractor* shall undertake all corrective actions, as detailed by the *Project Manager* (based on audits carried out by the ECoW) to adhere to the current version of the EAP and good site practices.
- The *Contractor* shall appoint a member of staff to have specific responsibility for environmental aspects and report on environmental aspects as part of the monthly reporting requirements, including inputting into the programme.
- The *Contractor* reports any environmental incidents in line with Environment Agency incident processes.
- The *Contractor* shall adhere to all restrictions, constraints and procedures identified in the Habitats Risk Assessment, SSSI Assessment and ecological survey report, inclusive of requirements for all river works to be confined to daylight hours only (Appendix 6).
- The *Contractor* shall adopt Best Practicable Means to control the risk of noise and vibration throughout the *works*, including measures specified within the EAP.

- The *works* have been planned to minimise interaction with invasive species. The *Contractor* shall take all necessary precautions to prevent the spread of Japanese Knotweed and Himalayan Balsam during the *works*. If the *works* require management or removal of invasive species this will be dealt with through the compensation event process. If the *works* require management or removal of the invasive species, the *Contractor* shall produce a method statement which shall be agreed with the *Supervisor* for the handling, storage and use of soil and materials contaminated with Himalayan Balsam and Japanese Knotweed. Any soil contaminated with the seeds, rhizomes or roots of these species is not to be spread to areas where the plants are not currently growing. Should this material need offsite transport, the soil needs to be treated or disposed of as hazardous waste because either species can grow again from rhizomes that are left behind. Soil known to contain seeds of Himalayan Balsam and to be retained on site shall be excavated, stored separately from other materials, covered with plastic sheeting and reinstated in the same areas from which it originated.

S201.2 Working Hours

The *Contractor* is permitted to work between 08:00 and 18:00, no Site vehicles should access or leave Site outside of these times without prior written agreement from the *Project Manager*.

Any weekend working or working outside of the permitted working hours may take place only with the prior written agreement from the *Project Manager*.

River working shall only be carried out during daylight hours.

S201.3 Liaison with third parties

The *Client* will be responsible for liaison with statutory and other environmental consultees (Natural England, East Riding of Yorkshire Council and Airmyn Parish Council) and the *Contractor* shall provide any information regarding this Scope and support as required.

The *Contractor* shall record all meetings and agreements with third parties and shall notify the *Project Manager*, in writing, of the details.

S201.4 Sustainability targets

The *Contractor* shall work towards the Environment Agency's Sustainability and Environmental Management Strategy (eMission 2030), the 25 Year Environment Plan and the principles of sustainability as described by the United Nation's 17 Sustainable Development Goals.

The *Contractor* shall comply with the requirements set out in the EA Carbon Planning Tool (ERIC) requirements, including completing the carbon calculator and Final Carbon Report.

S201.5 CEEQUAL

The *Contractor* shall complete the CEEQUAL assessment in line with the provided CEEQUAL scoping note based on the CEEQUAL V6 Technical Manual requirements. For these *works*,³⁹ assessment issues have been scoped within the 4 overarching CEEQUAL categories, 26 of these are construction credits.

The *Contractor* shall scope the individual questions within the assessment issues identified, in the attached scoping note, for agreement with the *Client*, and provide a qualified CEEQUAL assessor.

The *Contractor* shall set up and undertake the assessment and evidence-gathering throughout the *works*, using the CEEQUAL online tool via BREEAM Projects. The *Contractor* shall ensure that all of the evidence is uploaded within 1 month of completion of the *works*.

The *Contractor* shall support the *Client* with scope submission to BRE as well as provide supporting information to the *Client* when handling verifier consultation.

The sustainability (CEEQUAL) lead is an integrated member of the project team attending progress meetings, key project workshops including but not limited to options/ design and risk as required providing an update against CEEQUAL targets and championing sustainability across the project team.

The *Contractor* shall provide all evidence to the *Client* upon request, to enable programme-level external verification.

See Appendix 7 for Assessment Questions and Scope.

S 202 Confidentiality

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

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

The *Contractor* shall notify the *Project Manager* of all press or media enquiries. All press and media enquiries will be handled by the *Client* and must not be addressed directly by the *Contractor* or any of their employees.

S 203 Security and protection on the site

The *Contractor* is responsible for the security of the Site and of vehicles and pedestrians entering and leaving the Site.

The *Contractor* takes reasonable steps to ensure that the Working Areas are secure to prevent any access by the public, including those using the PRoW diversion. The level of security required for the compound is to be assessed and provided by the *Contractor*.

The *Contractor* takes reasonable steps to ensure the Site is left properly secured at the end of each working day.

The *Contractor* shall make arrangements so that there is on-site security, 24 hours a day, 7 days a week, as well as the vessels being appropriately manned outside of working hours whilst those vessels are within the Working Areas.

The *Contractor* agrees the location of sign boards with the *Project Manager* and gains any necessary permissions, approvals and consents for their establishment. The *Contractor* displays the relevant information.

The *Contractor* will organise the signboard which will be in line with the Capital Project Site Branding Guide (May 2021) and the Minimum Technical Requirements. The size, layout and content of the signboards are to be agreed with the *Project Manager*.

S 204 Security and identification of people

All people working on and visiting Site should be able to identify themselves and have received a site induction.

The level of security and procedures for identification of personnel on Site is to be determined by the *Contractor*.

S 205 Protection of existing structures and services

The whole of the Site will be handed over to the *Contractor*.

The *Contractor* takes care to avoid disturbance and damage to existing features and assets, including the existing flood defences, outfalls, roads, footpaths, habitats, private property, street furniture, services, signage and embankments.

The *Contractor* shall take reasonable steps to ensure that the existing asset are not adversely altered or damaged during undertaking of the *works*.

Except where required as part of the *works*, the *Contractor* takes reasonable steps to ensure that the structural integrity and performance of existing flood defences are not damaged by his activities during the *works*.

The *Contractor* protects the *works*, Material, Plant and Equipment liable to damage by the method used for carrying out the *works*.

The *Contractor* must verify that the services shown on the drawings are complete and correct. Any services found by the *Contractor* shall be identified and recorded in the Health and Safety File.

Where any portion of the *works* is known to be close to, across, or under any existing apparatus of Statutory Undertakers or other parties, the *Contractor* shall:

- Temporarily support and work around, under or adjacent to all apparatus in a manner designed to avoid damage, leakage or danger and to ensure uninterrupted operation.
- Should any leakages or damage to existing services or apparatus be discovered, the *Contractor* at once notifies the *Project Manager* and the Statutory Undertaker or owner concerned, as appropriate, and the *Contractor* affords every facility for the repair or replacement of the apparatus affected. The *Contractor* bears the cost of any such repair and/or replacement.
- Arrange (including obtaining any necessary permissions, notices, licences or consents) and undertake any diversions or removal of apparatus required.
- Notify the *Project Manager* in advance of any additional diversions or removal of apparatus, which the *Contractor* required for his own convenience or because of their 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* with respect to them.
- The *Contractor* complies with HSE Guidance Notes, Statutory Undertakers and private company requirements when working in the vicinity of their apparatus.

The *Contractor* complies with the following land drainage matters:

- The *Contractor* complies with the Land Drainage Act 1991, the Water Resource Act 1991 & Byelaws.
- The proposals for any *works* and/or temporary works, to be carried out in, over, under or adjacent to a known watercourse may require the prior statutory consent of the Environment Agency. A consent application is submitted to the Environment Agency with full and detailed information of the proposed works.

- Any consent issued by the Environment Agency does not relieve the *Contractor* of his responsibilities regarding temporary works and the *Client* will not be held liable for any damage resulting from the construction thereof.
- Whilst working in a river channel, drainage course or flood plain, the *Contractor* takes all necessary measures for the adequate discharge of flood waters and for the continued operation of all land drainage systems in the area.
- Any access or haul roads in floodplain areas are constructed to a finished level no higher than existing ground level. On completion of the works the access roads are removed and the route reinstated to the original condition and ground levels, or other agreed level to the satisfaction of the *Client*.
- No material is placed within the channel or floodplain during the construction of the temporary works without the *Client's* consent and the *Contractor* removes any such material and surplus, however arising, as soon as its function has been fulfilled. Floodplain within the Working Areas is kept clear at all times of all Materials, Plant and Equipment that will float.

S 206 Protection of the works

The *Contractor* is responsible for the security of the Site and protection of the *works*.

The *Contractor* registers with the *Client's* Flood Incident Management team before commencing work on site and gives them telephone numbers where Flood Warnings can be sent.

The *Contractor* keeps up to date with Flood Warnings and cooperates with the *Client* to ensure the *works* and existing structures are protected in the case of emergency.

The *Contractor* provides the *Client* with an emergency contact and ensures someone is available 24/7 to allow removal of Plant and Equipment in a flood situation.

The Client is not liable for any consequences if it is unable to provide either flood warnings or other weather forecasts, or if they prove inaccurate.

The *Contractor* is to carry out works in line with the approved environmental permit. Additional measures to protect the Site and *works* are to be determined by the *Contractor*.

S 207 Cleanliness of the roads

Existing public highways and footpaths, including any temporary access routes, used by vehicles of the *Contractor* their Sub-contractors and suppliers shall be kept clean and clear of all dirt, mud or other materials in so far as is reasonably practicable.

S 208 Traffic Management

The *Contractor* is responsible for traffic management for providing the *works*.

The *Contractor* is responsible for any requirements and procedures for the management of traffic, road and Public Right of Way closures/diversions.

The *Contractor* shall arrange all the necessary permissions and licences for any temporary highway, road or footpath closures or diversions, and any other temporary closures or diversions that become necessary for providing the *works*. The *Contractor* arrange and manages any required highway safety audits.

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 for, or arrangements made with the relevant authorities.

The *Contractor* produces and submits a Construction Traffic Management Plan for approval, in writing, by the *Project Manager* and all relevant authorities. Construction cannot commence until the Traffic Management Plan has been approved.

The *Contractor* ensures public and private access is maintained to affected areas of work.

The *Contractor* shall maintain permissive and public access to footpaths which are to remain open or provide a suitable diversion.

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 & Street Works Act 1991.

S 209 Condition survey

Shortly before first entry, the *Contractor* undertakes 'Pre-start condition surveys' of all highways, property and land (including trees, boundaries, street furniture and any other features which may be affected by the works) within the boundaries of the Site and access to the Site and Working Areas.

The condition reports are to take the form of digital photographs and video along with a commentary in written text in Microsoft Word format. One copy of the condition report including printed photographs and video shall be issued to the *Project Manager* and the Landowner and the *Contractor* shall not start works until the *Project Manager* has accepted the condition report. The survey record should be stored in the BIM archive.

The *Contractor* undertakes similar 'Post-completion condition surveys' when the works are complete, and on dates agreed with the *Supervisor*.

The *Contractor* undertakes the condition surveys in conjunction with the *Supervisor*, and accompanied by any others invited by the *Contractor*, *Project Manager* or *Supervisor*. The *Contractor*, *Project Manager* and *Supervisor* notify each other in advance if any others are invited.

The *Contractor* gives at least 3 working-days' notice to the *Project Manager* and *Supervisor* prior to any condition survey.

The *Contractor* fully reinstates all temporary compounds, storage areas, site roads and accesses.

S 2010 Consideration of Others

Access to properties in the vicinity of the *works* must be maintained at all times unless otherwise agreed with the *Project Manager*.

The *Contractor* shall execute the works in a manner such that the disruption to local residents, landowners and the general public is kept to a minimum.

The *Contractor* takes all reasonable measure to minimise the generation of noise and vibration arising from their plant, vehicles and method of construction and shall adopt the relevant recommendations of BS 5228.

The *Contractor* shall comply with the *Client* limits on noise control which are set out in the Minimum Technical Requirements, the *Contractor* shall liaise with the Local Authority and comply with their requirements for noise control.

All public relations activities shall be co-ordinated by the *Client* with the *Contractor's* support.

S 2011 Control of site personnel

Site access is to be agreed with the *Project Manager* prior to the commencement of the *works*.

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

All *Contractor* and Sub-Contractor personnel should be in possession of a current, appropriate level CSCS card or appropriate alternative.

All visitors to Site will receive a Site induction and be supervised at all times whilst on site.

S 2012 Site cleanliness

The *Contractor* keeps the Working 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 *Contractor* applies best practice regarding materials handling, waste minimisation and waste recycling on-site.

The *Contractor* prepares a Site Waste Management Plan (SWMP) in the *Client's* standard format prior to commencement of the *works*. The *Contractor* updates this until Completion and makes it available for the *Project Manager's* inspection on request. The *Contractor* completes the accompanying SWMP data sheets monthly and includes them in the *Contractor's* monthly reports.

Waste Duty of Care information and permits are identified and obtained by the *Contractor*. The *Contractor* undertakes training and ensures that employees and Sub Contractors are aware of the SWMP and co-operate with it. Details of wastes generated and reused on the works and wastes removed from the Site are kept by the *Contractor* and used to update the 'actuals' section of the SWMP.

On Completion the *Contractor* signs the declaration in the 'sign-off' section of the SWMP and submits the completed SWMP to the *Project Manager*.

S 2013 Waste materials

The *Contractor* is responsible for the removal and appropriate disposal of general waste from the Working Area, in accordance with the SWMP and Scope.

Waste materials and recycling should be dealt with in line with the SWMP.

Where materials arising from or required for the works constitute 'Controlled Waste' under the Environmental Protection Act 1990, the *Contractor* provides the *Supervisor* with a copy of the carrier's licence to transport the materials and copies of all waste transfer notes.

S 2014 Deleterious and hazardous materials

The *Contractor* advises the *Project Manager* in writing of any substances that he proposes to bring onto Site that falls within the 'Control of Substances Hazardous to Health' Regulations 1988, or otherwise require special precautions to be taken. Such advice is to include copies of all relevant COSHH assessment sheets.

S 300 Contractor's design

S 301 Design responsibility

The *Contractor* shall design the temporary works associated with the *works*. The permanent design for the *works* will be produced by the Lot 1 Consultant and provided by the *Client*.

S 302 Design submission procedures

Design submission procedure in in line with Clause 21.2.

S 303 Design approval from Others

In advance of the *Project Manager* acceptance of any temporary works, design submissions shall be issued to the Principal Designer. The *Project Manager* will not accept any design packages until the Principal Designer is satisfied that the requirements of the CDM Regulations have been complied with in line with Clause 21.1.

The temporary works design needs to be approved as part of the Environmental Permit (Flood Risk Activity Permit) ahead of delivery on site.

S 304 Client's requirements

The *Contractor's* design shall comply with but not be limited to the following limitations and criteria current at the contract date:

- Relevant specifications, including the Environment Agency's MTR's
- Design standards and codes of practice
- Environmental standards
- Sustainability requirements
- *Client's* design reports
- *Client's* standard design guidance.
- Collection of permanent works design criteria for BIM archive
- Consideration of Carbon Tool outputs to inform design selection and methodology

S 305 Design co-ordination

In developing the temporary works design, as a minimum the *Contractor* shall consult with:

- Environment Agency FCERM teams (Operational Field Team, Lower Aire Asset Performance team, Senior User, PCM and NEAS/FBG);
- Legal and Estates team;
- Principal Designer;
- Lot 1 Consultant (Arup)

S 306 Requirements of Others

Not applicable.

S 307 Copyright/licence

Not applicable.

S 308 Access to information following Completion

The *Contractor* shall ensure that all information is provided to the *Client* ahead of Completion.

~~S 309 Site investigations~~

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

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

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

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

~~6. The *Contractor* informs the *Project Manager* of the proposed works a minimum two weeks before the investigation is undertaken and complies with the Access to the Site conditions.~~

S 400 Completion

S 401 Completion definition

The following are absolute requirement for Completion to be certified, without these items the *Client* is unable to use the *works*. All must be transferred to the *Client's* databases of BIM data.

- 2 copies of the Health & Safety file and a copy of the electronic version.
- 1 hard copy of Operating and Maintenance Manuals and one electronic version.
- 1 hard copy of As Built drawings and one electronic version in .pdf and .dwg formats.
- Population of the *Client's* latest version of the Project Cost Tool, or its successor.
- Delivery of the Final Carbon Report.
- Transfer to the *Client* database of BIM data.
- Provision of CEEQUAL Evidence.

The *Contractor* shall complete the whole of the *works* by the Completion Date. This shall include, but not be limited to the following:

- Fulfil the requirements of Clause 11.2 (2) of the conditions of contract;
- No Defects that prevent safe access & operation by the *Client*;
- No Defects that present a health & safety hazard to the public or Environment Agency operational team;
- Conduct a project handover meeting that includes the *Client*;
- Provide a breakdown of the final total of the Prices, in the Project Cost Tool format.

S 402 Sectional Completion definition

Not used.

S 403 Training

Not used

S 404 Final Clean

All debris, unused materials and temporary works are to be cleared and dismantled.

S 405 Security

Following final inspection of the *works*, the project will be handed over to the *Client*. There are no security requirements once the project is handed over to the *Client*.

S 406 Correcting Defects

During the *defects period* the *Contractor* will be required to liaise with the *Client* to arrange when corrective work can be undertaken.

S 407 Pre-Completion arrangements

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

S 408 Take over

The *Client* does not require any part of the *works* to be made available prior to Completion.

S 500 Programme

S 501 Programme requirements

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

The programme is required to show access dates for each part of the work, such that impacts on landowners, tenants and others are clearly communicated.

The programme shall include identifiable actions from the Environmental Action Plan so that all parties understand how these actions and dependences are connected and successfully delivered.

The *Contractor* will programme an adequate allowance for review activities carried out by the *Client, Project Manager* or third party.

Key milestones/tasks/constraints to be shown in the programme:

- Impact of environmental constraints on working hours.
- Flood Risk Activity Permit constraints on river working.
- Submission of the BIM execution plan within 2 weeks of project award.
- Access dates, ensuring 4 weeks notice is provided to the *Project Manager* to allow Notice of Entry to be issued.
- Enabling works, main *works* and Completion activities.
- Submission of risk assessments and method statement, minimum of 4 weeks in advance of the works commencing.
- Transfer of all documents to BIM prior to Completion.

S 502 Programme arrangement

The programme shall be submitted on Fast Draft as well as submitted to the *Project Manager* in its native format (Microsoft Project format). A clear critical path shall be shown.

S 503 Methodology statement

Not used.

S 504 Work of the *Client* and Others

Activities to be undertaken by the *Client* or Others shall be clearly identified on the programme.

S 505 Information required

The *Contractor* includes as a minimum the following information as separate activities in the programme, in addition to that stated in ECC Clause 31.2:

- Critical Path shown in red;
- Date when Notice of Entry details to be submitted to the *Project Manager* for action;
- Date when the *Contractor* requires occupation of each area of ownership or occupation;
- Requirements/restrictions of third parties;
- All environmental restrictions resulting from legislation or consents required for the *works*;
- Acceptance periods and schedules of items as stated in the Scope;
- Project handover elements;
- Health and Safety File information;
- Temporary works;
- Contractor's shutdown periods;
- Resources and resource profile;
- Landscaping works
- Material acceptances;
- All time risks to be clearly identified.

S 506 Revised programme

In addition to the requirements of Clause 32 of the condition of contract, the *Contractor* shall provide a brief explanation of changes to each programme activity, sufficient to enable the *Project Manager* and *Client* to understand the cause and impact of the change.

The *Contractor* will hold monthly programme review meetings with the *Project Manager*, and ensure the relevant members of the design and construction team are present when required.

S 600 Quality management

S 601 Samples

It is not anticipated that there will be any requirements to submit any material samples for acceptance.

S 602 Quality Statement

None in addition to those detailed in CESWI 7 and the Environment Agency's Minimum Technical Requirements.

S 603 Quality management system

The *Contractor* shall operate a Quality Management System complying with BS EN ISO 9002.

The *Contractor* describes the Quality Management System to be used for the implementation of this project in a site-specific Quality Plan, which is submitted to the *Project Manager* for acceptance prior to commencement on the Site.

S 604 BIM requirements

The *Client's* BIM Information Manager is the *Project Manager* unless otherwise notified.

The *Contractor* will produce a BIM execution plan within 2 weeks of project award.

The *Contractor* is to supply information to the *Client* as identified in the Information Delivery Plan (IDP) (Appendix 1). Deliverables shall be submitted via the *Client's* Common Data Environment for acceptance.

The supply of BIM deliverables shall be in accordance with the *Client's* Information Requirements (EIR) version 2.4 (Appendix 2). The *Contractor* shall provide a completed Construction Information Exchange (COBie) file at the completion of the works in accordance with the EIR.

S 700 Tests and inspections

S 701 Tests and inspections

The *Contractor*, the *Supervisor* and Others undertake the tests and inspections as detailed in the *Client's* Minimum Technical Requirements or as agreed with the *Supervisor*.

The *Contractor* shall arrange appropriate testing of any site won or purchased materials, including but not limited to the sheet piles and rock revetment, to ensure the suitability of the material for use in construction.

The *Contractor* shall provide the *Supervisor* and the *Project Manager* with the records from any testing which has taken place, and the test results will be added to the BIM Archive.

S 702 Management of tests and inspections

The management of the testing will be agreed once the testing schedule has been accepted by the *Supervisor*. Management of the records will be agreed at the same time.

S 703 Covering up completed work

No operation shall be carried out or covered up without full and complete notice being given to the *Supervisor* by the *Contractor*, sufficiently in advance of the time of the operation to enable the *Supervisor* to make such arrangements as deemed necessary for inspection and checking.

S 704 Supervisor's procedures for inspections and watching tests

Inspection and supervision of tests is to be agreed with the *Supervisor*.

S 800 Management of the works

S 801 Project team – Others

As states in the Contract Data Part 1.

S 802 Communications

The *Contractor* shall document all forms of communication with third parties.

The *Contractor* shall attend monthly Progress Meetings that are chaired by the *Project Manager* who produces the agenda. The minutes are to be prepared by the *Contractor*. Location to be confirmed by the *Project Manager*.

The *Contractor* shall produce and issue in advance of each Progress Meeting, a progress report in the *Client's* standard format or a format agreed with the *Project Manager*.

The *Contractor's* Senior Supplier will be required to attend the Project Board meetings arranged by the *Client's* Project Executive.

The *Contractor* shall provide input to and maintain the risk register, carbon tool, project efficiency register, stakeholder engagement plan and lessons learnt log.

The *Contractor* shall upload all files to be shared with other parties to Asite, the Environment Agency's collaboration tool.

The *Contractor* shall provide monthly financial updates and forecasts meeting the *Client's* project report timetable.

The *Contractor*, *Project Manager* and *Supervisor* shall use the *Client's* contractual collaborative working tool, Fast Draft.

The *Contractor* shall provide information for public newsletters and other correspondence with Third Parties as required.

S 900 Working with the *Client* and Others

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

Clauses 25.1 and 60.1(5)

The *Contractor* is responsible for the Working Areas and is required to co-operate with the *Client* and Other in sharing the Working Areas when required.

The Working Area is an operational flood defence and therefore access may be required to inspect or maintain it during the works.

Where access through the Working Areas is required for others, the *Client* shall agree with the *Contractor* access two weeks in advance.

S 902 Co-operation

The *Contractor* co-operates with affected residents and businesses to enable efficient execution of the *works* with minimal disturbance to the local community.

The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the *works*. Throughout the *works*, the *Contractor* shall regularly keep all affected stakeholders up to date on progress with the *works*. This shall include, but not be limited to, the Public Rights of Way, Highways/Roads Authority, Police, Landowners and affected stakeholders.

The *Contractor* will co-operate with the Lot 1 Consultant where required.

S 903 Co-ordination

The *Contractor* shall notify the *Project Manager* and *Client* of all third-party requests for meetings so that the *Project Manager* and the *Client* has the option to attend or send a representative.

S 904 Authorities and utilities providers

The *Contractor* shall identify, programme and coordinate work to be carried out by authorities and utility providers within the Working Area.

The *Contractor* shall be responsible for arranging and managing all of the works by utility providers.

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

The *Contractor* shall engage with Others to create a diverse and inclusive environment throughout the duration of the project.

The *Contractor* shall inform the *Client* of any opportunities to support diverse workforces and engage throughout the duration of the project.

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*

Any specific requirements for the *Contractor* to provide site facilities for the *Client*, *Project Manager* or Others will be instructed by the *Project Manager*.

The *Contractor* shall allow the *Project Manager* and *Supervisor* to use desk space and the facilities on site when required.

Any cost incurred by the *Client* because of the *Contractor* not providing services and other things which they are to provide is assessed by the *Project Manager* and paid by the *Contractor*.

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

The *Client* issues statutory Notices of Entry for all private land within the Site.

S 1100 Health and safety

S 1101 Health and safety requirements

The *Contractor* shall comply with:

- All current Health and Safety legislation
- *Client's* Minimum Technical Requirements
- All policies and procedures as set out in the Environment Agency's 'Safety, Health, Environment and Wellbeing Code of Practice' current at the contract date
- *Contractor's* own Safe Systems of Work

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

S 1102 Method statements

The *Contractor* shall produce and issue risk assessments and method statements to the *Project Manager* and *Supervisor* in advance of carrying out all items of work.

The *Contractor* shall allow the period for reply for review of method statement prior to work commencing. The *Contractor* undertakes the *works* in accordance with the reviewed method statements. Review of any method statement does not relieve the *Contractor* of their contractual and health and safety responsibilities.

Method statements submitted shall include, but not be limited to:

- Full particulars of the methods
- Timing and sequencing of construction
- People
- Working hours and timings
- Safety
- Materials
- Plant and Equipment
- Expected outputs
- Environment
- Welfare

Method statements shall contain sufficient information to enable the *Project Manager* to assess the likely detriment to either the proposed or the existing works or to the *Client's* over all objective.

S 1103 Legal requirements

The Construction (Design and Management) Regulations 2015 apply.

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

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

The Designer duties under the CDM Regulations 2015 shall be undertaken by the *Contractor* for all temporary works designed by the *Contractor*.

The Designer duties under the CDM Regulations 2015 shall be undertaken by the Lot 1 Consultant (Arup).

The Principal Designer Duties under the CDM Regulations 2015 shall be undertaken by the Lot 1 Consultant (Arup). The *Contractor* shall copy the *Project Manager* in all their correspondence with the Principal Designer.

S 1104 Inspections

The *Supervisor* will undertake regular checks on the *Contractor's* health and safety procedures including record of site inductions, tool box talks and certifications and PPE.

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

The *Contractor* shall use the NEC4 contract on all subcontracts for works. Where appropriate, the provisions of clause 26.3 would apply for the acceptance of non NEC4 contracts.

S 1202 Acceptance procedures

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

S 1300 Title

S 1301 Marking

There are no requirements for marking equipment, plant and materials which are outside the Working Areas other than those items identified for vesting.

S 1302 Materials from Excavation and demolition

No additional restrictions or requirements.

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

Not used.

S 1500 Accounts and records (Options C and E)

S 1501 Additional Records

In addition to those records detailed in Clause 52.2 and the *Client's* Minimum Technical Requirements, the *Contractor* keeps the following records:

- Timesheets and site allocation sheets,
- Equipment records,
- Forecasts of the total Defined Cost
- Specific procurement and cost reports

The above records shall be kept up to date and filed in separate files and be available for inspection by the *Project Manager*.

S 1600 Parent Company Guarantee (Option X4)

Not used.

S 1700 Client's work specifications and drawings

S 1701 Client's work specification

The Specification 'Civil Engineering Specification for the Water Industry, 7th Edition' (CESWI 7) applies to the *works*. Any amendments to this are included in the *Client's* Minimum Technical Requirements document.

The Specification for piling is the 'Specification for Piling and Embedded Retaining Walls' Third Edition, published by the Institute of Civil Engineers in 2007, and the piling specification produced by the Lot 1 Consultant (Arup) included in Appendix 8.

This Scope should be read in conjunction with the version of the Environment Agency's Minimum Technical Requirements current at the contract data. In the event of conflict, this Scope shall prevail.

S 1702 Drawings

The *works* are detailed on the drawings & model. The drawings are included in Appendix 3 and the model is available digitally. The drawings include:

- Airmyn Area 1 – Plan and Section
- Airmyn Area 2 & 3 – Sections
- Airmyn Area 2 & 3 – Plan
- Airmyn Area 4 & 5 – Sections
- Airmyn Area 4 & 5 – Plan
- Airmyn signage/demarcation drawing
- Airmyn – Construction Sequence
- Airmyn – Site Wide Hazard Plan

- Airmyn – landscape plan and management guide
- Airmyn – 3D model

S 1703 Standards the *Contractor* will comply with

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

Ref	Report Name	Where used
-	Project Cost Tool	Costs
-	Sustainability Measures Form	Throughout project lifecycle
LIT_11052	Timber Policy Documents	Throughout project lifecycle
LIT_12507	300_10 Safety, health and environment (SHE) handbook for managing capital project	Throughout project lifecycle
LIT_16559	Safety, Health, Environment and Wellbeing (SHEW) Code of Practice	Throughout project lifecycle
RPS 178	Treatment and disposal of invasive non-native plants https://www.gov.uk/government/publications/treatment-and-disposal-of-invasive-non-native-plants-rps-178	Construction

Appendix 1 BIM Protocol – Information Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan remains within the *Site Information* unless it is referenced elsewhere within the *Scope*

[https://portalak.asite.com/da/notification?action_id=413&nid=1_7_2151702_9911079_52146467_14080447_0\\$sklNKrb](https://portalak.asite.com/da/notification?action_id=413&nid=1_7_2151702_9911079_52146467_14080447_0$sklNKrb)