



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

Geographical Area: North East
Project Name: Walsden FAS ESE
Project Number: [REDACTED]

Contract Type: Engineering Construction Contract
Option: Option C

Contract Number: project_35941

Stage: Other

Revision	Status		Originator		Reviewer		Date

Project Name Walsden FAS ESE

Project Number [REDACTED]

- 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
Walsden FAS SOC to OBC ESE Scope Rev 1.3. (09.02.22)

1 General

Main Option	Option C	Option for resolving and avoiding disputes	W2
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Z: Additional conditions of contract

Address for communications: [REDACTED]

Address for electronic communications

The *Supervisor* is

Address for communications

Address for electronic communications

The *Scope* is in

Walsden FAS SOC to OBC ESE Scope Rev 1.3. (09.02.22)

The *Site Information* is in

Walsden FAS SOC to OBC ESE Scope Rev 1.3. (09.02.22)

The *boundaries of the site* are

Walsden FAS SOC to OBC ESE Scope Rev 1.3. (09.02.22)

The *language of the contract* is English

The *law of the contract* is

the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is

2 weeks

The following matters will be included in the Early Warning Register

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

2 weeks

2 The Contractor's main responsibilities

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

condition to be met

'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

28 March 2022

The *access dates* are

part of the Site

Asite

Fastdraft

date

28 March 2022

28 March 2022

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

4 weeks

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

31 October 2022

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

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

4 weeks

4 Quality management

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

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

The defect correction period is 2 weeks except that

- The defect correction period for is
- The defect correction period for is

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is

The interest rate is 2.00% per annum (not less than 2) above the Base rate of the Bank of England

The Contractor's share percentages and the share ranges are

	share range		Contractor's share percentage	
less than		80 %		0 %
from	80 %	to	120 %	as set out in Schedule 17
greater than		120 %		as set out in Schedule 17

6 Compensation events

The place where weather is to be recorded is Todmorden (West Yorkshire)

The weather measurements to be recorder for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

- 1.
- 2.
- 3.
- 4.
- 5.

The weather measurements are supplied by Met Office

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

and which are available from Met Office

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

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

These are additional compensation events

1. 'not used'
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

[REDACTED]

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

[REDACTED]

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

[REDACTED]

Address for communications

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

Address for electronic communications

[REDACTED]

Name

[REDACTED]

Address for communications

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

Address for electronic communications

[REDACTED]

The *Adjudicator* is

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

['to be confirmed'](#)

The *Adjudicator nominating body* is

The Institution of Civil Engineers

Z Clauses

Z1 Correctness of Site Information and other documents

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

Z 2A: Risk transfer: Physical conditions within the Site

Clause 60.1 (12) is deleted from this contract.

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

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

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:
"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor* . Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *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 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the Contractor.

Z10 Payments to subcontractors, sub consultants and

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

Z16 Disallowed Costs

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

- was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.
- was incurred as a result of the client issuing a Yellow or Red Card to prepare a Performance Improvement Plan.
- was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

Z19 Linked contracts

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.

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

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

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

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

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

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following

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

Z30 Material Price Volatility

The *Client* recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 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%.

Z30.1 Defined terms

- 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.
- 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.
- 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.

Z30.2 Price Volatility Provision

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

$$\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$$

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.

Z30.3 Price Increase

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.

Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31 July 2021	In period costs only	No
31 August 2021	In period costs only	No
30 September 2021	In period costs only	No
31 October 2021	In period costs only	No
30 November 2021	In period costs only	No
31 December 2021	In period costs only	No
31 January 2022	In period costs only	No
28 February 2022	In period costs only	No
31 March 2022	In period costs only	No
30 April 2022	In period costs only	No
31 May 2022	In period costs only	No
30 June 2022	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only

Delay damages for Completion of the whole of the *works* are

■■■■■

■■■■■

OPTION X10: Information modelling

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

2 weeks

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

■■■■■

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

■■■■■

OPTION X18: Limitation of liability

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

■■■■■

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

■■■■■

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

■■■■■

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

■■■■■

The *end of liability date* is
Completion of the whole of the *works*

■■■■■ after the

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17.

A report of performance against each Key Performance Indicator is provided at intervals of 3 months.

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

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
St James House
Knoll Road
Camberley
Surrey
GU15 3XW

Address for electronic communications

The fee percentage is
Option C

The working areas are
The site and area offices used to deliver the scheme

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

N/A

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]

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 [PRINT NAME] [REDACTED] for and on behalf of the Environment Agency

[REDACTED]

Signature

12 May 2022

Date

[REDACTED]

Role

Contractor execution

Signed Underhand by [PRINT NAME] [REDACTED] for and on behalf of BAM Nuttall Ltd

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

Role

Environment Agency
NEC4 engineering and construction contract (ECC)

Scope

Project / contract information

Project name	Walsden FAS
Project 1B1S reference	██████████
Contract reference	project_35941
Date	09 February 2022
Version number	1
Author	██████████

Revision history

Revision date	Summary of changes	Version number
09.02.22	First Draft	1

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

Contents List

S 100	Description of the <i>works</i>
S 200	General constraints on how the <i>Contractor</i> provides the <i>works</i>
S 300	<i>Contractor's</i> design
S 400	Completion
S 500	Programme
S 600	Quality management
S 700	Tests and inspections
S 800	Management of the <i>works</i>
S 900	Working with the <i>Client</i> and Others
S 1000	Services and other things to be provided
S 1100	Health and safety
S 1200	Subcontracting
S 1300	Title
S 1400	Acceptance or procurement procedure (Options C and E)
S 1500	Accounts and records (Options C and E)
S 1600	Not used
S 1700	Not used

Appendix 1 BIM Protocol – Information Production and Delivery Table

1. Description of the works

S 101 Description of the works

The output of this contract is provision of adequate early supplier engagement to ensure the solutions presented in the OBC are appropriate to resolve the risks but also buildable in the location(s). It is also key that the preferred options are priced in a robust format with an in depth understanding of the risks to ensure the project is delivered so that OBC can be achieved.

S 102 Scheme Overview

Walsden village is located within a steep sided valley with mixed residential and commercial land. The village is located on the banks of Walsden Water and its tributaries. Walsden Water, a tributary of the River Calder, is the main river that runs through the village and joins the Calder at its confluence in Todmorden. There are numerous tributaries joining Walsden Water, including Ramsden Clough, Birks Clough and Hollingworth Clough which contribute to the significant flows in the river. The main transport routes in and out of Walsden are the A6033 Rochdale Road and railway line, both of which run through the valley bottom.

Flood risk in this area is comprised of many complex flood mechanisms interacting with each other. Walsden Water flows in a north westerly direction through open watercourse and culverted sections. Ramsden Clough drains Ramsden Clough Reservoir, approximately 1.2km to the west of the area, and outfalls in Walsden Water. Downstream from the outfall, the river runs past the cricket ground and under Bridge 96 (Network Rail asset). Downstream of this bridge the Walsden Water becomes culverted and takes a sharp turn and then runs underneath Rochdale Road and outfalls out the other side of Hollins Mill on Vulcan Street adjacent to Rochdale Road.

On the right side of the catchment Birks Clough joins Walsden Water at the point where it becomes culverted. This passes through two reservoirs and then syphons underneath the Rochdale Canal to connect to Walsden Water. The syphon has been historically recorded as silted-up and causing flows to back up and overtop into the canal contributing to canal flooding.

To the northwest of the study area, Kershaw Road ordinary watercourse runs from above Pasture Side Farm and is then culverted underneath Kershaw Road. Halfway down this road another ordinary watercourse meets in an open channel section directly behind a residential property on Kershaw Road. The watercourse is then culverted until Clough Road where it momentarily becomes a small open channel reach before becoming culverted again underneath the railway line.

Walsden is affected by multiple sources of flooding, including:

- Walsden Water overtopping

- Rochdale Canal overtopping
- Ordinary watercourses overtopping down Kershaw Road and Clough Road
- Surface water unable to discharge into main rivers due to high river levels
- Overloading and/or blockage of minor watercourses
- Surface water run-off from steeply sloping land and man-made surfaces
- Culvert capacity being reached and overtopping occurring

Walsden has a long history of reported flooding, with the most recent event occurring in February 2020, other severe flood events occurred in December 2015, July 2013, and June 2012.

In December 2015, 160 residential properties were affected, 2 commercial properties, as well as severe damage to major infrastructure including Walsden Railway Station and Calder Valley railway line, including Winterbutlee Tunnel. The Walsden cricket club and recreational park area was also inundated in this event.

Other recorded flood events affecting Walsden are shown below:

- 19th Nov 2009 – Surface water flooding of roads.
- 21st January 2008 – Flooding of railway at Dean Royd Road, which was worse than in 2012 and 2013.
- 2-3rd July 2006 – Properties flooded from blockage of Kershaw Road culvert underneath the railway line. Also, 3 properties at the Strines Street and Rochdale Junction flooded due to flows from Ramsden Clough.
- 3rd-4th June 2000 – Areas flooded due to overtopping of Bridge 96.
- 31st January 1995 – Walsden affected by flooding.
- 26-28th December and 1st January 1991 – Bridge 96 overtopped.
- 6/8th September 1950 – Walsden affected by flooding.
- 20 September 1946 – Walsden affected by flooding.
- August 1938 – Walsden affected by flooding.
- 10th October 1935 – Walsden affected by flooding.

The following map (Figure 1) provides a key overview of the catchments.

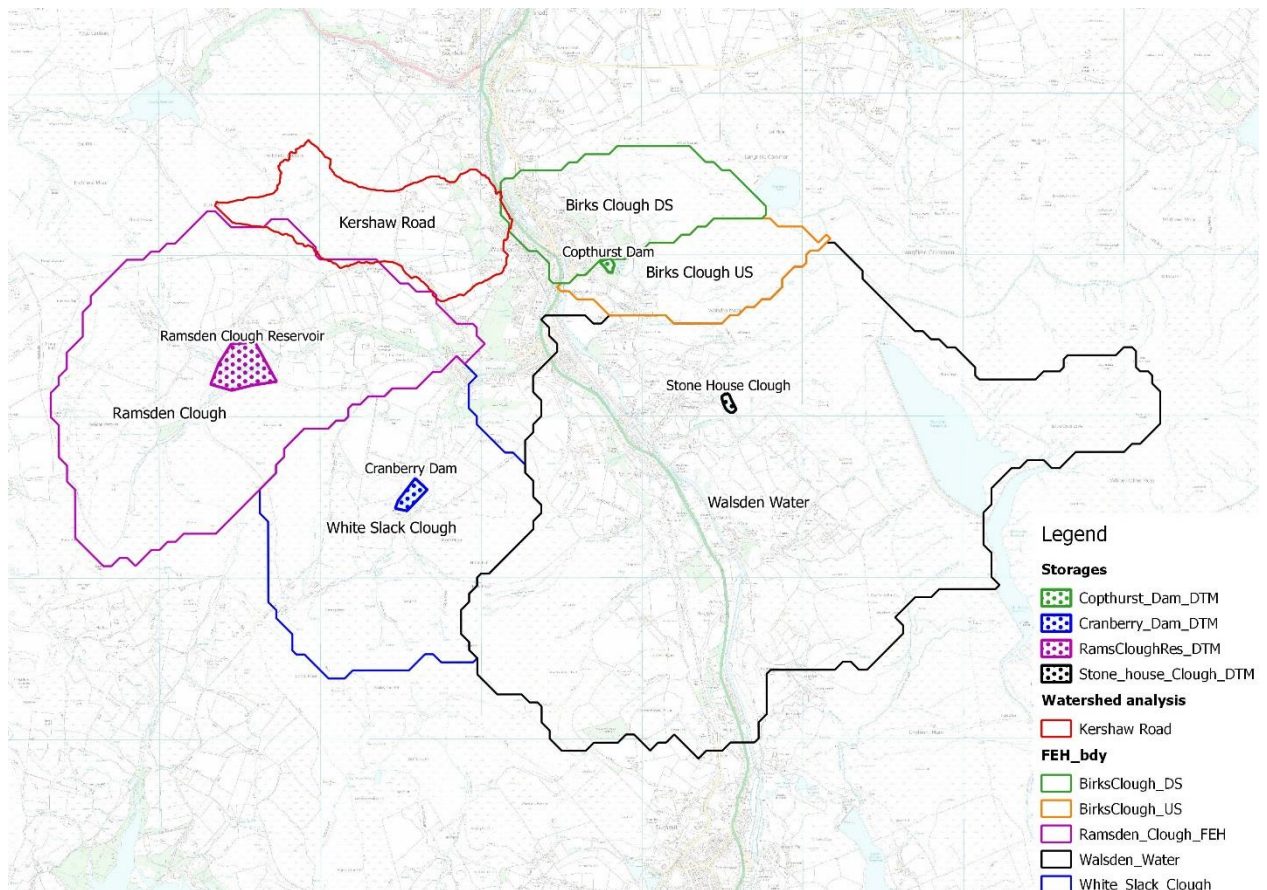


Figure 1: Walsden catchment extent and storage locations overview

S 103 Purpose of the Works

Key outputs from an ESE commission should cover:

- Appropriate levels of input as proportionate to the scheme size, its risks and complexity. If capped with respect to ESE input and cost, where should the focus be on that particular scheme to offer best value.
- Attendance at site visits to identify and assess the following, but not limited to; access requirements, physical constraints, easement requirements, required working areas, compound areas.
- Attendance at site visit to assist / support the consultant.
- Review of outline design options / drawings that are to form part of the tender information to determine if there is sufficient information available for the Lot 2 supplier to price the schemes.
- Provision and identification and advice provided on buildability, construction methods, SHE compliance, access requirements etc.
- Review of high-level programme and input into activities, durations and sequence bearing in mind seasonal issues such as earthworks or nesting season.
- Identification of long lead items, ecological constraints, third party constraints, consents, robust delivery durations considering risk. Early identification of programme constraints that could prevent a scheme from starting or completing as planned.

- Review of draft ECC Scope.
- Review of draft Site Information. If gaps are identified, assessment made as to whether there is value in closing the gaps.
- Review of draft temporary works schedule. Identification of any significant temporary works designs that need to be considered from a CDM perspective in advance of the works tender, to ensure sufficiency of resources and time.
- Provide required Information for the carbon tool.
- Contribution to specialist areas of the high-level cost estimate against a defined scope as requested by the project team. Suitable risk pot established considering stage of project.
- Input into a project level risk register with particular reference to construction risks that can be communicated to Lot 2 suppliers at time of works offer and updated regularly throughout the life of the project.
- Project Manager to keep up to date, a queries log established for response by both the Lot 1 and the ESE supplier to record how issues identified have been incorporated into the project going forward.
- Ensure works project scope and importantly either business case and works information has no gaps and can be fully communicated including risk.
- Senior user engagement to set the scene for future delivery in terms of solution expectation, ongoing management of assets or asset performance and present a way of delivery that can be delivered.
- Sharing lessons learned from the Contractor's wider organisation.
- Providing advice on available materials and products including information on carbon and sustainability implications using amongst other tools the Carbon Planning Tool.
- Engaging with utility companies to discuss service diversion requirements and proposed plant activities in immediate vicinity of services.
- Costing of specialist or bespoke operations to inform or augment PCT costing.
- Providing advice on specialist operations and viability of those operations.

The Client may ask for the following, but this would be the subject of a Compensation Event;

- Selection and advanced procurement and storage of materials where this delivers efficiencies in cost and time to the project/package.
- Input into optioneering and selection of best procurement methods for the project/package.
- Enabling or advance works.

2. General constraints on how the *Contractor* provides the works

S 201 General constraints

Site Visits: The Contractor shall inform and agree any site visits with the Client's Project Manager. The Contractor shall inform the Client at least 7 days before any planned site visits.

Spatial scope: The scope of works is defined by Figure 1. Any works / interactions outside of this study extent will be additional works.

Constraints:

- Access to the Site – Please inform Service Manager where accessing site and arrange access with owners of private land or premises. All visits to stakeholders are to be planned in advance.
- Deliverables – time constraint on the project are in line with Network Rail use of the Walsden line and therefore deliverables shall be expedited.
- Noise and vibrations – noise, vibrations and traffic should be considered when planning the works.
- Working hours – standard business hours unless agreed with the Service Manager.
- Interfaces between the works and existing things. Network Rail are working in the area of Walsden Bridge 96 and this should be considered when planning works in this area.

S 202 Confidentiality

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

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

S 203 Security and protection on the site

None, this is for investigation only and it is not expected that a site compound will be required. If a working area is required, for example for ground investigation, the Contractor is to provide suitable security and protection, and this will be treated as a Compensation Event.

S 204 Security and identification of people

None, this is for investigation only and it is not expected that a site compound will be required. If a working area is required, for example for ground investigation, the Contractor is to provide suitable security and identification of personnel, and this will be treated as a Compensation Event.

S 205 Protection of existing structures and services

No intrusive works are anticipated at this stage therefore the protection of existing structures and services are not required. If a working area is required, for example for ground investigation, the Contractor is to protect existing structures and services, and this will be treated as a Compensation Event.

S 206 Protection of the works

None, this is for investigation only.

3. Contractor's design

None included in this scope. The contractor is required to review proposed outline OBC design for buildability only.

4. 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*:

- 2 relevant documentations to this commission
- Population of the *Client*'s latest version of the Project Cost Tool, or its successor
- Transfer to the *Client* databases of BIM data
- Delivery of the Final Carbon Report

Clause 11.2(2) Work to be done by the Completion Date.

S 402 Correcting Defects

Procedures for access for the correction of any Defects and process for liaison with the *Project Manager* and *Client*.

S 403 Pre-Completion arrangements

Prior to any works being offered for takeover 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 takeover or *Completion*.

S 404 Take over

Identify parts of the *works* that the *Client* requires to use prior to Completion without taking it over. Details to include

- Location of parts of the *works* and
- Reasons for use.
- Details of *Contractor's* access provision during periods of use.

5. Programme

S 501 Programme requirements

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

S 502 Programme arrangement

The programme should highlight;

- *Client* requirements / tasks.
- *Consultant* requirements / tasks.

S 503 Methodology statement

None required; to be administered via Compensation Event if required

S 504 Work of the *Client* and Others

The order and timing of the work of the *Client* and Others to be included in the programme and information to be provided. Refer as necessary sections S 901 and S 902.

S 505 Information required

The Contractor is to;

- Provide Construction Programme
- Provide Outline Costs for proposed scheme

S 506 Revised programme

Each programme submission shall be accompanied by a narrative to explain the reasons for the changes to the programme.

6. Quality management

S 601 Samples

None

S 602 Quality Statement

None

S 603 Quality management system

None

S 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager. The Contractor is to provide the information as identified in the IDP on A-site.

7. Tests and inspections

Not used.

8. Management of the works

S 801 Project team – Others

None.

S 802 Communications

The Contractor is to;

- provide a representative at site meetings / visits as requested,
- provide a representative to attend and contribute as necessary in meetings,
- provide the required data from site visits etc.,
- provide and submit data identified in the IDP.

9. Working with the *Client* and Others

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

None currently identified at this time.

S 902 Co-operation

Identify known information requirements, for the *Contractor* to obtain from Others or to provide to Others, and timing

S 903 Co-ordination

The *Contractor* is to liaise with the *Client*, *Consultant* and Others for the co-ordination of *works* and access.

S 904 Authorities and utilities providers

Identify *works* to be carried out by the authorities and utilities providers. State the responsibility for enquiry, management, procurement and provision of notices and payment.

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

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

- **Public:** how to effectively engage with, and how they perceive us, the diverse public throughout projects?
- **Project team:** how to create an inclusive environment for our project team?
- **Framework:** identify opportunities to support diverse workforces on our projects across our organisations.

10. Services and other things to be provided

S 1001 Ground Investigation

- The *Contractor* is required to review findings from previous studies and appraisal to identify any gaps in existing data.
- The *Contractor* is required to use gaps identified above to inform scope of supplementary investigations needed to allow proper progression of appraisal, design and construction methodology (as relevant to the Scope) and reduce risk of unforeseen ground conditions during construction.
- The *Contractor* is required to communicate with the *Consultant* and undertake further ground investigations as specified by the *Consultant* to allow proper progression of appraisal and design.
- The *Contractor* is required to clearly communicate the specifications for ground investigations as identified above to the site investigation sub-contractor (if they are not undertaking these investigations themselves).
- The *Contractor* is required to clearly communicate the relevant results of ground investigations back to the *Consultant*

11. Health and safety

It is envisaged that this Contract is for investigation only, however, the Contractor shall provide all necessary H&S provisions / documentation to facilitate their works.

12. Subcontracting

Not used.

13. Title

Not used.

14. Accounts and records (Options C and E)

As per Clause 52.2 (Option C and E).

S 1401 Additional Records

Clause 52.2 (Options C and E) List the additional records to be kept by the *Contractor*. This may include but not be limited the following:

- Timesheets and site allocation sheets,
- Equipment records,
- Forecasts of the total Defined Cost (Forecasts are to include, but not be limited to costs to date, costs to completion including detailed breakdown of staff, sub-contract and major material items).
- Specific procurement and cost reports

The format and presentation of records to be kept are to be accepted by the *Client*.

15. Client's work specifications and drawings

S 1501 Client's work specification

No change to Minimum Technical Requirements.

S 1502 Drawings

No change to Minimum Technical Requirements.

S 1503 Standards the Contractor will comply with

The Contractor should carry out their work using the following guidance and minimum technical requirements.

Ref	Report Name	Where used
LIT 16559	Safety, health environment and wellbeing (SHEW) Code of Practice	Throughout
183_05	Data management for FCRM projects	Mapping and modelling
379_05	Computational Modelling to assess flood and coastal risk	Modelling

Ref	Report Name	Where used
LIT 14847	Risk Guidance for Capital Flood Risk Management Projects	Option development
OI 120_16	Whole-life Carbon Planning Tool	Option development
LIT 14284	Whole Life (Construction) Carbon Planning Tool User Guide	Option development
	Access for All Design Guide	Option development
	Project Cost Tool	Costs
LIT 12982	Working with Others: A guide for staff	Consultation & Engagement
Gov.uk	Appraisal Guidance Manual	OBC
672_15_SD03	Business case template – 5 case Model	OBC
672_15_SD02	Short Form Business case template	OBC
LIT 4909	Flood and Coastal Erosion Risk Management appraisal guidance (FCERM-AG)	OBC
	Flood and Coastal Erosion Risk Management: A Manual for Economic Appraisal (the 'Multi Coloured Manual')	OBC
OI 1334_16	Benefits management Framework	OBC
Gov.uk	Partnership Funding Calculator Guidance	OBC
LIT 15030	The Investment Journey	OBC
LIT 55124	Write a Business Case	OBC
LIT 14953	FCRM Efficiency Reporting – capital and Revenue	OBC
LIT 12280	Lessons Log template	OBC
LIT 55096	Integrated Assurance & Approval Strategy	Approvals
	Sustainability Measures Form	
	Timber Policy Documents	
	300_10 SHE handbook for managing capital projects	

Ref	Report Name	Where used
	300_10_SD27 SHE Code of Practice	

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 *Works Information*

www.Pow.bim4.info

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by suppliers.