



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>Jackson Civil Engineering Group Ltd</b>
<b>Company Number:</b>	<b>[REDACTED]</b>
<b>Geographical Area:</b>	
<b>Project Name:</b>	<b>Barton to New Holland FAS ESE</b>
<b>Project Number:</b>	<b>[REDACTED]</b>
<b>Contract Type:</b>	<b>Engineering Construction Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	<b>[REDACTED]</b>
<b>Stage:</b>	<b>Other</b>

Revision	Status		Originator		Reviewer		Date

**ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework**  
**CONTRACT DATA**

**Project Name** Barton to New Holland FAS ESE

**Project Number** ENVIMAN002955

This contract is made on [REDACTED]  
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
[REDACTED]

**Part One - Data provided by the *Client***  
**Statements given in all Contracts**

**1 General**

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

Main Option	Option C	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X15: *Contractor's* design
- X18 Limitation of Liability
- X20: Key Performance Indicators
- Y(UK)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

Provision of Early Supplier Engagement support to the Barton to New Holland project for the SOC - OBC phase.

The *Client* is [REDACTED]

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

The *Scope* is in

The *Site Information* is in

The *boundaries of the site* are

Shown in ECC-ESE-Barton to New Holland v09, dated 12.09.22. Section WI101

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

The *access dates* are

part of the Site

Notice of Entry to site as required

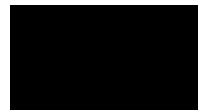
Asite/ Sharepoint

people/ places/ documents as required



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 date* is

52 weeks

The *defect correction period* is 2 weeks except that

- The *defect correction period* for public safety is 24 Hours
- 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

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

## 6 Compensation events

The place where weather is to be recorded is Hull, East Park (53.766, -0.296), and tide levels at Immingham (Latitude- 53° 37.824'N, Longitude- 0° 11.25'W, Grid ref TA 1995 1640)

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 9am hours GMT

and these measurements:

1. wind speed
2. barometric pressure
3. tide levels at Immingham
- 4.
- 5.

The *weather measurements* are supplied by The Met Office  
The *weather data* are the records of past weather measurement for each calendar month

Hull, East Park (53.766, -0.296), and  
tide levels at Immingham (Latitude-  
53° 37.824'N, Longitude- 0°  
11.25'W, Grid ref TA 1995 1640)  
which were recorded at The Met Office  
and which are available from

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. Tidal water levels in excess of 1 in 10 AEP at Immingham
2. Ground Investigation
3. Working areas are flooded
4. 'not used'
5. 'not used'

## 8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

£15,000,000

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

not less than the amount required by law

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

## Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is

Address for communications

'to be confirmed'

Address for electronic communications

['to be confirmed'](#)

The *Adjudicator nominating body* is

The Institution of Civil Engineers

## Z Clauses

### Z1 Correctness of Site Information and other documents

Z1.1 Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client*, but is not warranted correct. Clause 60.3 does not apply to such Site Information and the *Contractor* is responsible for checking the correctness of any such Site Information they rely on for the purpose of pricing for or providing the *works*.

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

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

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

### Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

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

**Z11Y(UK) 3 The Contracts (Rights of Third Parties) Act**

The design consultant employed by the *Contractor* is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes:

Transfer of rights clause Z11

Professional indemnity insurance cover to same cover as that specified for the *Contractor*

Z11.1 The *Client* ('the third party') may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999 and the following provisions:

Z11.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and

Z11.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.

Z11.2 Except as provided in clause Z11.1, this agreement does not create any right enforceable by any person who is not a party to it (Other Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a other party which exists or is available apart from that Act.

**Z16 Disallowed Costs**

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

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

**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**

- 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.

**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 2023 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	No
31 July 2022	In period costs only	No
31 August 2022	In period costs only	No
30 September 2022	In period costs only	No
31 October 2022	In period costs only	No
30 November 2022	In period costs only	No
31 December 2022	In period costs only	No
31 January 2023	In period costs only	No
28 February 2023	In period costs only	No
31 March 2023	In period costs only	No
30 April 2023	In period costs only	No
31 May 2023	In period costs only	No
30 June 2023	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

6 years

**OPTION X15: The *Contractor's* design**

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

6 years

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

£5,000,000.00

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

6 years

**OPTION X18: Limitation of liability**

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

For any one event, the *Contractor's* liability to the *Client* for loss

The *Contractor's* liability for Defects due to its design which are n

The *Contractor's* total liability to the *Client* for all matters arising than excluded matters, is limited to

The *end of liability date* is 6 years  
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(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

Address for communications

Address for electronic communications

The fee percentage is

Option

The working areas are

As detail in the Scope

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

Brexit

Price fluctuation

### 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

N/A

### 5 Payment

The *activity schedule* is

N/A

### Resolving and avoiding disputes



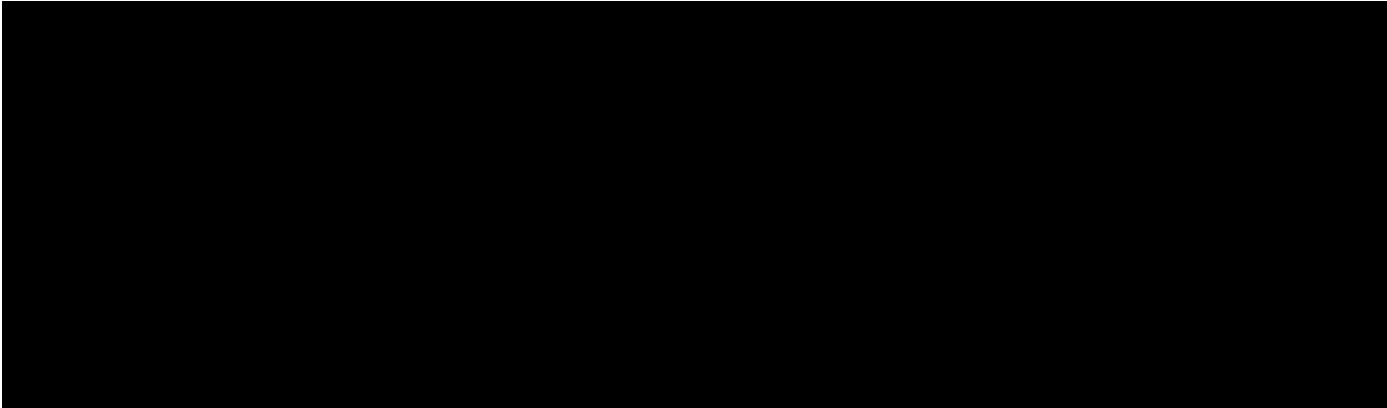
### X10: Information Modelling

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

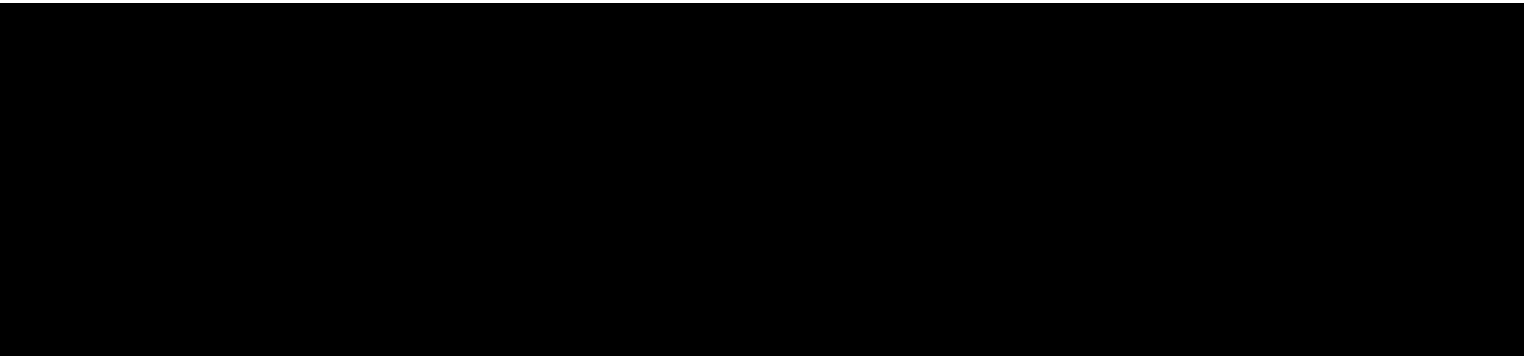
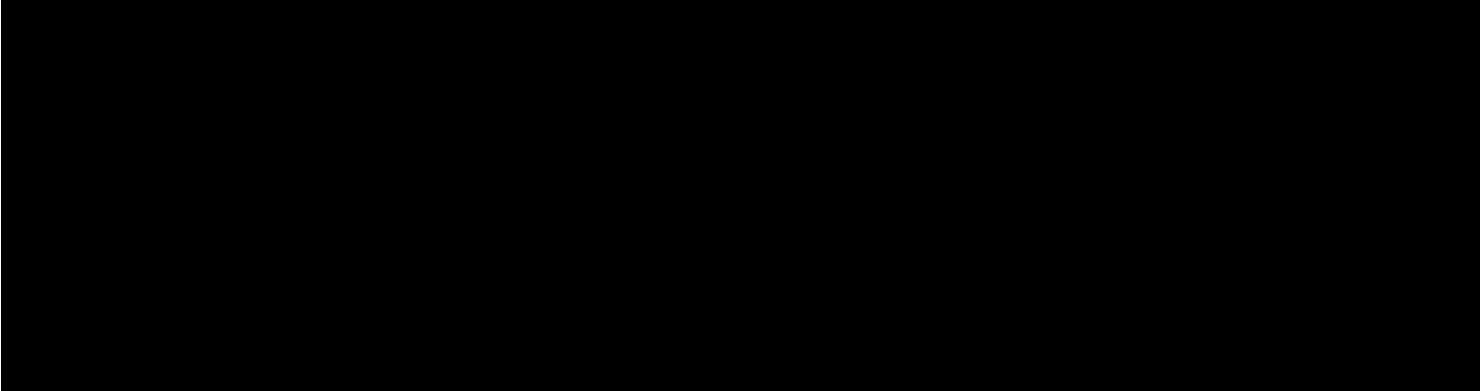
N/A

# Contract Execution

*Client execution*



*Contractor execution*





# ECC Scope Template - Early Supplier Engagement (ESE)

## NEC4 engineering and construction contract (ECC)

24/09/2018 412\_13\_SD10

Use the template on the pages that follow to assist you when preparing the Scope for an NEC4 engineering and construction contract (ECC).

Key:

**Black** – Standard scope / guidance and example text used

**Black** – Standard scope / guidance and example text not required

**Blue** – Project specific information added to standard scope. Background/context (Non-material change)

**Purple** – Project additional requirements to the standard scope



[Redacted]

## NEC4 engineering and construction contract (ECC) Scope

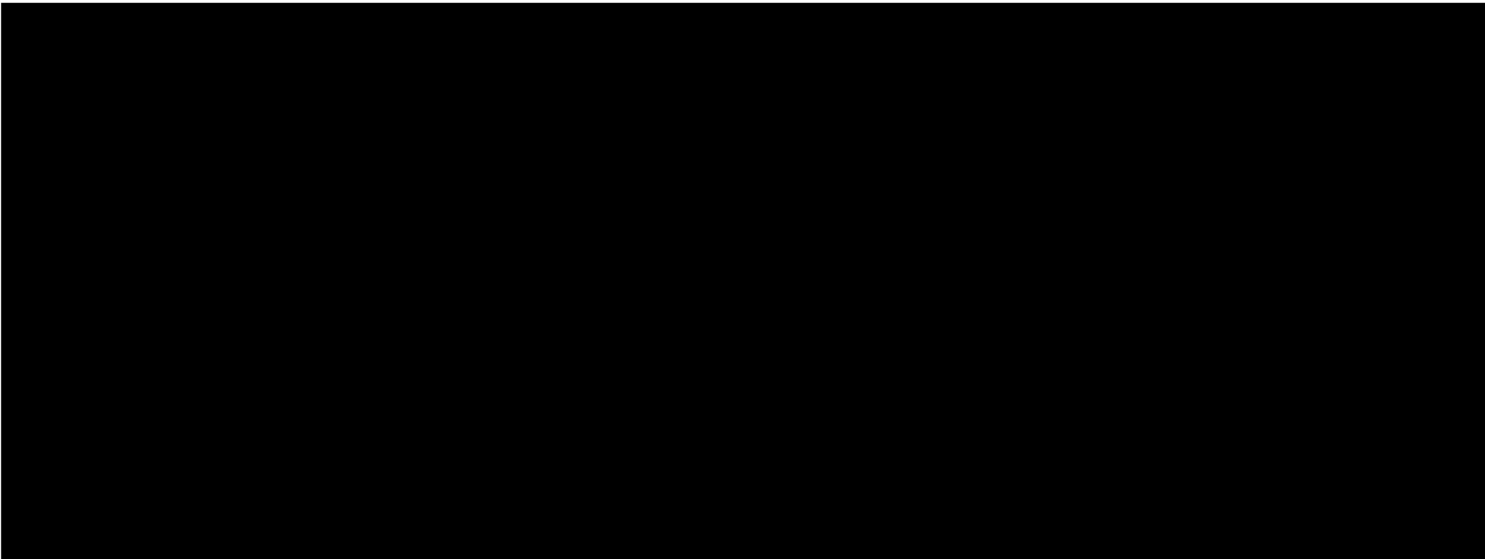
### Project / contract information

Project name	[Redacted]	
Project 1B1S reference		
Contract reference		
Date		
Version number		
Author		

### Revision history

[Redacted]	

[Redacted]





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

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

Appendix 1 BIM Protocol – Production and Delivery Table

Appendix 2 BIM Protocol – *Clients* Information requirements



## 1. Description of the works

### WI 101 Description of the works

This contract is for Early Supplier Engagement (ESE) to support the consultant in establishing the need for investment and appraising the main options for service delivery in order to provide an Outline Business Case (OBC) for Barton to New Holland, as well as carrying out investigatory work. The *Contractor* shall work with the project team (including the Principal Designer) to provide efficiency, cost, risk, programme, and buildability input to inform the development of the preferred option as set out in this scope, as well as carrying out site investigations, including any required ground investigations, based on the consultant's brief.

The objective of the project is to deliver a technically, environmentally, and economically viable solution to improve the standard of protection against tidal flood risk along the Humber Estuary frontage between South Ferriby Cliff (OS grid reference: 499705, 422393) and New Holland (OS grid reference: 509908, 425056) and includes Barton and Barrow Haven (Figure 1). There are a total of 81 defence assets across the study area totalling 14km in length (Figure 2). The assets are a combination of embankments, walls, demountable defences, and high ground.

The Humber internationally designated sites include habitats to the front and the rear of the defences along a large part of the study frontage and constraints and opportunities related to the habitats will need careful consideration in the OBC development.

The project is in accordance with the Humber FRM Strategy package of works. Early estimates value the construction in the region of £20m with a construction start entered on the Asset Information Management System: Programme Delivery (AIMS: PD) of 30/04/2025. A recent project forecast suggests that, whilst all opportunities to accelerate the programme will be sought, the construction start date of spring 2025 is realistic.



Figure 1 Aerial map showing the extent of the project study area



Figure 2 Defence assets across the study area

## WI 102 Purpose of the Works

During the flood event in December 2013 the levee was overtopped at various locations. In some places the levee was heavily damaged by erosion, particularly on the landward side. The failures were repaired with clayey material mixed with gravel.

Future events similar to that experienced in 2013 would lead to further overtopping and could lead to breaches of the existing defences, increasing the risk to life and the number of households and businesses affected. The current standard of protection is expected to reduce into the future as a result of climate change. Recent modelling suggests there are around 1,130 residential and 155 commercial properties at risk in the study area that would benefit from the proposed scheme. Sea level rise due to climate change will lead to greater risk of flooding in the future.

Prevailing defence materials are sand and gravel with silt and clay, the remains of bricks and other construction waste from nearby brick kiln have been used for the levee construction in several places.

Additional to construction materials being sub-standard the embankment slopes vary between 1:1 and 1:1.5 in places significantly increasing the risk of scour damage and subsequently defence breach.

The overall objective of this commission is to produce a flood risk management appraisal in line with Flood and Coastal Erosion Risk Management – Appraisal Guidance (FCERM-AG), which will appraise a range of options associated with tidal sources of flooding in the study area.

The output of this contract will be to provide the consultant with insights, data and reports to inform their options appraisal for the Barton to New Holland study area.

The required outcome is to take reasonable steps to ensure the solutions developed for the ESE works can be constructed within the constraints of the project.

In providing the ESE, the *Contractor* should input into the OBC, and support the development of the Ground Investigation (GI) scope. Any physical GI works will be carried out under an additional instruction and should be carried out in line with the site investigation brief set out by the consultant and agreed by the *Client*.

As part of providing ESE, the *Contractor* will:

- Attendance at a site visit to identify access requirements, physical constraints, easement requirements and potential required working and compound areas.
- Provide programme input for the preferred option to the consultant to inform the appraisal, showing the key funding and environmental constraints and opportunities. This should take account of the time frame required for all approvals necessary for mitigation and enabling works to be carried out in advance of main construction.
- Review of outline design options and drawings that are to form part of the tender for the Financial Business Case.
- Provide input into the development of costs by the consultant and review any relevant information required to be able to do this.
- Provide input on buildability, access requirements, construction methods and Safety, Health and Environmental compliance of each option as part of the appraisal.
- Provide a high-level construction programme for the preferred option for agreement by the *Client*.
- Provide input into activities, durations, and sequence of the Ground Investigation phase to the consultant.
- Review draft information on the preferred option and ensure there is sufficient information for the consultant to be able to plan and price the project under the Final Business Case.
- Work with the consultant and *Client* to respond to any queries during the OBC approval process.
- Review of the draft Site Information for the ~~ECC Contract~~ for construction stage works and confirm that sufficient information is available to price the scheme. If gaps are identified, then it should be assessed as to whether there is value in closing those gaps.
- Review of draft temporary works schedule. Identify any significant temporary works designs that will need to be considered from a CDM perspective in advance of the works tender, to ensure sufficiency of resources and time.
- Provide all information requested by the consultant to allow completion of the carbon tool.
- Provide advice on available materials and products including information on carbon and sustainability implications using, amongst other tools, the Carbon Planning Tool.
- Contribute to specialist areas of the high-level cost estimate against a defined scope as requested by the project team.

- Input into a project level risk register with particular reference to construction risks that can be communicated to the consultant at the time of the works offer and updated regularly throughout the life of the project. A suitable risk pot should be established considering the stage of the project.
- The *Contractor's* Project Manager should keep a ~~queries~~ **decisions** log to record how issues identified have been incorporated into the project going forward.
- Ensure that the works project scope and the business case has no gaps and can be fully communicated including risk.
- Carry out end user engagement to set the scene for future delivery in terms of solution expectation, ongoing management of assets and asset performance, and present a way of delivery that can be delivered.
- Share lessons learned, **including best practice in driving efficiencies**, from the *Contractor's* wider organisation.
- Engage with utility companies to discuss service diversion requirements and proposed plant activities in immediate vicinity of services.
- **Provide** costing of specialist or bespoke operations to inform or augment PCT costing.
- Provide advice on specialist operations and viability of those operations.
- **Provide** selection and advanced procurement and storage of materials where this delivers efficiencies in cost, time and quality to the project, the cost of these to be covered under a **compensation event**.
- Input into optioneering and selection of the best procurement methods for the project.
- **Provide** enabling or advanced works, where this will allow the project to proceed at the required programme, **is currently excluded from Scope**.

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

### WI 201 General constraints

### WI 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.

### WI 203 Security and protection on the site

There are no known security requirements for the site and protection of the public.

### WI 204 Security and identification of people

All people working on and visiting Site should be able to identify themselves.

#### **WI 205      Protection of existing structures and services**

*Works will be being carried out on existing flood defences, the integrity of these flood defences must not be compromised by any activity carried out in order to Provide the Works.*

~~Refer to the Site Information for the location of existing things to be protected or procedures for identifying them.~~

#### **WI 206      Protection of the works**

There are no specific requirements for the protection of the *works* against damage.

#### **WI 209      Consideration of Others**

There is a public footpath along the existing flood defence and at other locations within the study area. This should be taken into consideration when planning and carrying out any *works*. Disturbance to the public and occupiers of premises near the Working Area should be kept to a minimum.

#### **WI 210      Site visits and site surveys**

The *Contractor* shall inform and agree any site surveys and site visits with the *Project Manager*. The *Client* will arrange access and inform the *Contractor* of any permit and license requirements based on *Contractor* supplied information and requirements. Any site surveys will be added to the contract as a compensation event.

#### **WI 211      Site Cleanliness**

General care of the Site should be taken to protect the *works*, the public and the workforce on the Site.

#### **WI 212      Waste Materials**

For any Ground Investigation works that take place, an appropriate Site Waste Management Plan is required to be produced and updated by the *Contractor*.

#### **WI 213      Deleterious and hazardous materials**

The *Contractor* will ensure that there will be no use of deleterious and hazardous materials in delivering the *works*.

### **3. Contractor's design**

#### **WI 301      Design responsibility**

Not required at this stage.

#### **WI 302      Design submission procedures**

Not required at this stage.

#### **WI 303      Access to information following Completion**

All information that has not already been provided to the consultant or *Client* should be provided to the consultant and *Client* on Completion.

#### **WI 304     Site investigations**

Site Investigation *works* will be instructed under a compensation event.

The *Contractor* will liaise with the consultant and *Client* to agree a detailed scope of investigations.

The *Contractor* will attend a site visit to identify access requirements, physical constraints, easement requirements, required working areas and compound areas.

The *Contractor* will complete any surveys in line with the Environment Agency National Survey Specification Version 5.

The *Contractor* will provide the consultant and the *Client* with the deliverables detailed in the brief, in the format specified.

For any investigations which the *Contractor* is instructed to carry out the *Contractor* will provide the consultant and *Client* with:

- The risk assessment and method statement for review and agreement at least 4 weeks prior to commencement of the work.
- All deliverables as set out in the scope.
- All data obtained in producing the deliverables.

The *Contractor* supports with the *liaison* ~~liaises with~~ *for* all historic and environmental statutory stakeholders as required to ensure that the heritage, environmental and archaeological risks are identified and appropriately managed. ~~The *Contractor* obtains all necessary consents and approvals.~~

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

## 4. Completion

### WI 401 Completion definition

The following are absolute requirement for Completion to be certified, without these items the *Client* is unable to use the *works*:

- Relevant documentation 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.~~

### WI 402 Correcting Defects

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

### WI 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* and Senior User. The initial inspection shall take place a minimum of three weeks in advance of the planned take-over or *Completion Date*.

### WI 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

### WI 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).~~

The *Contractor* will provide advice and input into the consultant's programme.

The programme shall cover all the activities to be undertaken by the *Contractor* and other members of the Project Team. This will include all major project milestones from commencement to the end of the reporting, consultation, and approvals stage.

### WI 502 Programme arrangement

~~Any specific arrangement of the programme, including any requirement for the programme to be produced in levels (summary levels to detail level).~~

### WI 503 Methodology statement

~~Particular requirements for methodology statements, including any specific requirements for resource information.~~

All Site Investigations, including Ground Investigations will be agreed in writing between the *Contractor*, consultant and the *Client*.

### WI 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 to sections ~~WI 901 and~~ WI 902.

### WI 505 Information required

~~A schedule of information to be provided, who it is to be provided by, and the date by which it is to be provided.~~

### WI 506 Revised programme

~~Any specific requirements for the submission of revised programmes, such as an explanation of changes.~~

Upon issue of revised programmes, any changes should be summarised in a separate document in the same communication.



## 6. Quality management

The *Contractor* shall positively challenge and review the quality plan.

### WI 601 Samples

~~State the materials and samples required including any procedures for submission and acceptance.~~

### WI 602 Quality Statement

~~State any requirement for a quality statement from the *Contractor*.~~

### WI 603 Quality management system

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

### WI 604 BIM requirements

The BIM Information Manager is the scheme Project Manager. The *Contractor* co-operates with the *Client* in this role.

## 7. Tests and inspections

There are no requirements for tests and inspections.

## 8. Management of the works

The *Contractor* and consultant will work effectively to ensure sufficient ESE input into the appraisal of options.

The *Contractor* should actively contribute to the project risk register, project efficiency register, carbon tool, stakeholder engagement plan and lessons learnt log which the consultant will be producing and maintaining.

The *Contractor* should actively engage with the consultant, raising any communication issues with the *Client Project Manager*.

The *Contractor* will provide all pertinent information for input into the Carbon Tool which will be maintained by the consultant.

### WI 801 Project team – Others

The project team includes representatives from the *Client*, consultant, and *Contractor*.

### WI 802 Communications

~~State any communication procedures which the *Contractor* is required to follow. Consider the following~~

The *Contractor* is required to adhere to the following communication procedures:

- ~~• Meetings, attendees and meeting records,~~
  - ~~• Reporting requirements (eg progress reports),~~
  - ~~• Information requirements,~~
  - ~~• Electronic systems and communications,~~
  - ~~• Use of standard forms and templates,~~
  - ~~• Terminology and abbreviations.~~
- The *Contractor* should attend monthly progress and project board meetings as requested by the *Client* or consultant.
  - The *Contractor* will deliver a monthly progress report in the *Client's* standard template giving progress against programme, deliverables received and expected and financial summary against programme.
  - The *Contractor* is to make full use of the *Client's* web-based contract management tool (FastDraft). All contract communications and records are to be distributed and stored using this project management collaboration tool.
  - The *Contractor* will produce monthly financial updates and forecasts meeting the *Client's* project reporting timetable together with progress reports.

## 9. Working with the *Client* and Others

The *works* are being carried out on existing operational flood defences. The *Client* may require access to the flood defences to carry out maintenance activities. The *Client* will inform the *Contractor* of any *Client* activity in the Working Areas.

An awareness of the public around the Working Area is required.

### WI 901 Sharing the Working Areas with the *Client* and Others

~~Clauses 25.1 and 60.1(5) Provide a list of activities to be undertaken, explaining the following.~~

- ~~• What is being done,~~
- ~~• Who is doing it,~~
- ~~• When it is being done, and for how long,~~
- ~~• Where is it being done,~~
- ~~• How the *Contractor* is to co-operate and share the Working Areas.~~

### WI 902 Co-operation

The *Contractor* is required to co-operate with the consultant.

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

### WI 903 Co-ordination

The *Contractor* is to liaise with the consultant for the co-ordination of *works* and access.

~~State how the *Contractor* is to liaise with the *Client* and Others for the co-ordination of *works* and access.~~

### WI 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.~~

#### **WI 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 how the Project Team is perceived, understanding, the diverse public views throughout the project?~~
- ~~— **Project Team:** how to create an inclusive and collaborative environment for the Project Team?~~
- ~~— **Framework:** identify opportunities to support diverse workforces on our projects across our organisations.~~

The Working Area is in a location where public may engage with the *Contractor*. When engaging with the public, the *Contractor* must ensure they represent the *Client* in a positive and professional manner.

### **10. Services and other things to be provided**

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

The *Contractor* is to provide the output of the Site Investigations to the consultant in a factual report.

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

The *Client* is to provide and maintain access to the Site for all *works*.

#### **WI 1003      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 the *Client* 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 to the consultant. This should be in the form of a factual report which includes testing / sampling location plans, results, test and calibration certificates and additional items as requested by the consultant. Where appropriate these should be provided in a digital format which can be imported into geotechnical analysis software.~~
- Any Ground Investigation works required will be added to the contract as a compensation event.

### **11. Health and safety**

Health and safety is the number one priority of the *Client*. The *Contractor* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all.

The *Contractor* must act in accordance and compliance with the Safety, Health, Environmental and Wellbeing (SHEW) Handbook and Code of Practice for all Works and Services.

The *Contractor* will report Health and Safety incidents in line with the *Client's* procedures.

#### **WI 1101     Method statements**

The *Contractor* must provide Risk Assessment and Method Statements to the consultant and *Client* for agreement prior to any work commencing.

#### **WI 1102     Legal requirements**

Jacobs will be Principal Designer and the *Contractor* will be the Principal Contractor (as defined in the Construction, (Design and Management) Regulations 2015) under this contract.

### **12. Subcontracting**

The *Contractor* submits the name of each proposed sub-contractor and sub-contract documents for acceptance in accordance with cl26.

### **13. Title**

No additional requirements necessary.

### **14. Accounts and records (Options C and E)**

#### **WI 1501     Additional Records**

~~Clause 52.2 (Options C and E) List the additional records to be kept by the Contractor.~~  
These include but are not limited to 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 in writing by the *Client*.

### ***Client's* work specifications and drawings**

#### **WI 1701     *Client's* work specification**

The *Contractor* will deliver the works in line with the Minimal Technical Requirements version 11.

## **WI 1702 Drawings**

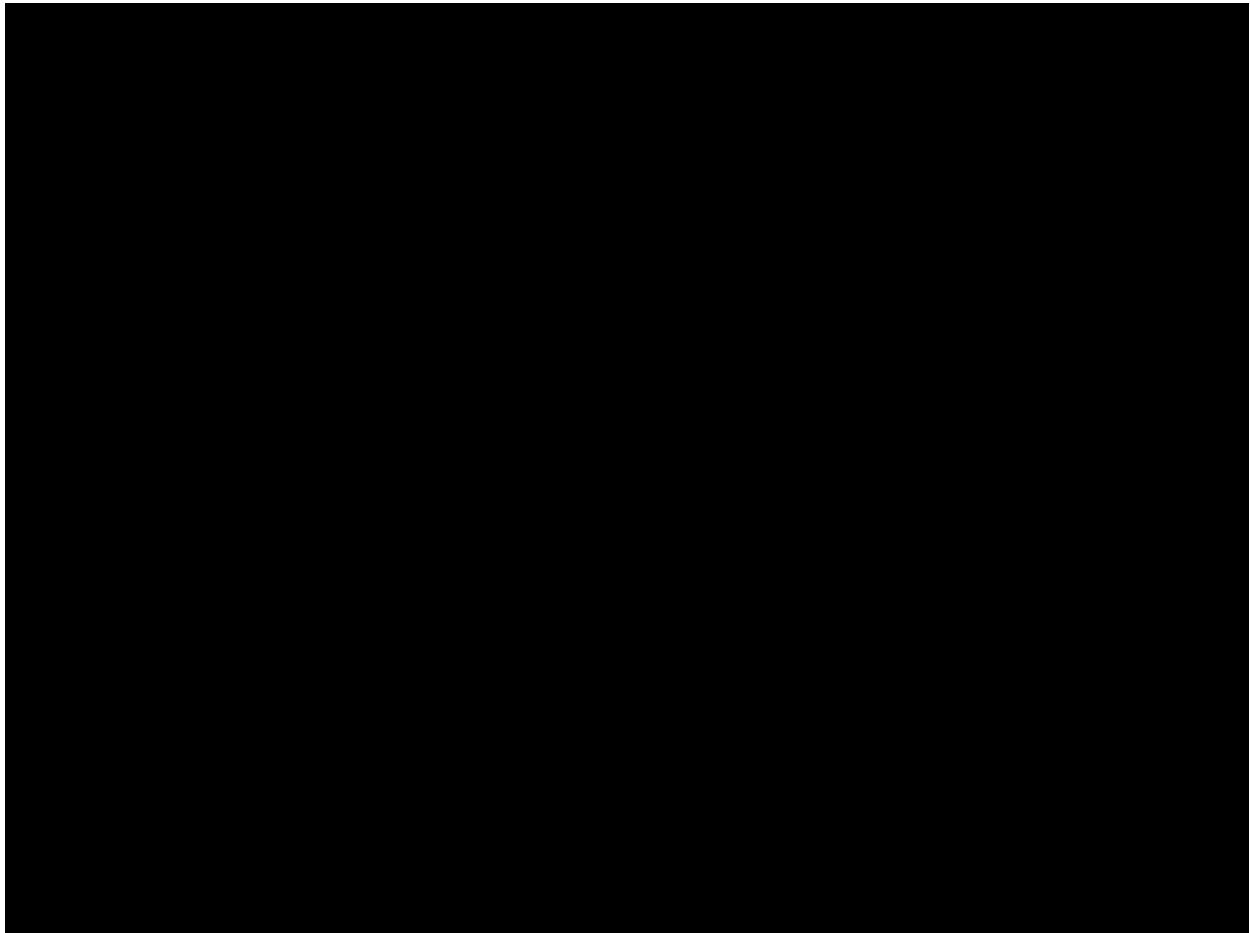
~~Contents list or documents or both~~

No drawings are currently available for the *works*.

When drawings are provided by the *Contractor*, they should be in an agreed format that is acceptable to the *Client* and the consultant and should be provided with an associated drawings register.

## **WI 1703 Standards the *Contractor* will comply with**

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



## Appendix 1 BIM Protocol – Information Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Contractor* unless it is referenced elsewhere within the Scope.

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

The *Contractor* is to supply information to the *Client* as identified within this Scope of work and referenced on the Information Delivery Plan (IDP). Deliverables shall be submitted via the Client's Common Data Environment (E-CDE) for acceptance.

