



Framework:	Collaborative Delivery Framework
Supplier:	BAM Nuttall Ltd
Company Number:	00305189
Geographical Area:	North East
Contract Name:	MEICA Capital Works Project Construction Phase
Project Number:	[REDACTED]
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	C23189
Stage:	Construction

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name MEICA Capital Works Project Construction Phase

Project Number [REDACTED]

This contract is made on
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 and Framework Agreement Extension dated and signed 1st April 2023 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 23 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
MEICA Capital Maintenance Projects_Bishopdyke Scope_V17.0

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

1 General

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

Main
Option

Option C

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

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

Delivery of the Bishopdyke Pumping Station Refurbishment as part of the wider regional Asset Recovery Programme

The *Client* is

Environment Agency

Address for communications

[REDACTED]
[REDACTED]

Address for electronic communications

The *Project Manager* is

Address for communications

Address for electronic communications

The *Supervisor* is

Address for communications

Address for electronic communications

The *Scope* is in
MEICA Capital Maintenance Projects_Bishopdyke Scope_V17.0

The *Site Information* is in
Bishopdyke - Site Information

The *boundaries of the site* are
Bishopdyke - Site Information

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 is2 weeks

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than2 weeks

2 The Contractor’s main responsibilities

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

key date

'none set'

'none set'

'none set'

'none set'

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

06 November 2023

The *access dates* are
part of the Site

date

Asite

13 November 2023

FastDraft

13 November 2023

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

The *Completion Date* for the whole of the *works* is 30 June 2024

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 £636,838.00

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

The *Contractor's share percentages* and the *share ranges* are

	<i>share range</i>		<i>Contractor's share percentage</i>
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 Cawood

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 Cawood
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. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
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

[REDACTED]

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

Environment Agency

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address for electronic communications

[REDACTED]

Name

[REDACTED]

Address for communications

Environment Agency

Address for electronic communications

The *Adjudicator* is

Address for communications

'to be confirmed'

'to be confirmed'

Address for electronic communications

The *Adjudicator nominating body* is

['to be confirmed'](#)

The Institution of Civil Engineers

Z Clauses

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. In all instances and circumstances the Price for Work Done to Date shall not exceed the forecast for the same as provided under clause 20.4."

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.

Z10 Payments to subcontractors, sub consultants and

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works unless another alternative and appropriate form is proposed and agreed in accordance with clause 26.3.

Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these timescales then the Client reserves the right to delay payments to the Contractor in respect of subcontracted work, services or goods.

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.

Z18 Payment of pain/gainshare and programme incentivisation

Delete existing clause 54.3 and replace with:

54.3 The *Project Manager* makes regular assessments of the *Contractor's* share until the Completion Date using forecasts of the final Price for Work Done to Date and the final total of the Prices. This share is included in the amount due in the following assessment. The *Project Manager* shall be entitled to take the *Contractor's share* percentage into account when assessing amounts in clause 50 and clause 51 due for payment at each assessment date thereafter. The *Project Manager* shall not assess any amount greater than the amount due when the forecast reaches the top *share range* in the Contract Data Part 1 (120% of the total of the Prices).

Delete existing clause 54.4 and replace with:

54.4 If clause 54.3 does not occur during the *works*, the *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the *works* using forecasts of the final Price for Work Done to Date and the final total of Prices. This share is included in the amount due following Completion of the whole of the *work*.

Insert the following new clause 54.5:

54.5 If clause 54.3 does not occur during the *works*, the *Project Manager* makes a final assessment of the *Contractor's* share, using the final Price for Work Done to Date and the final total of the Prices. This share is included in the final amount due.

Insert the following new clause 54.6:

Programme Payments will be made under the Framework in accordance with Schedule 17

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 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%.

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 2023 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.

Z31 ECC – Price Adjustment for Inflation

The *Client* recognises the ongoing pricing uncertainty with regards to inflation. The *Client* will mitigate this uncertainty through this clause.

Z31.1 Defined terms:

- The index is Office for National Statistics (ONS) CPI (UK, 2015=100).
- The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.
- The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.
- The Price Adjustment Factor (PAF) at each date of assessment of an amount due is $0.9((L-B)/B)$.

Z31.2 Application rules.

The provisions of this clause [Z31] shall apply provided that:

- The Price for Work Done to Date is less than or equal to the total of the Prices and
- Inflation remains positive i.e. L is greater than B.

Z31.3 Price Adjustment Factor.

If an index is changed after it has been used in calculating a PAF, the calculation is not changed. The PAF calculated at the last assessment date before the Completion Date for the whole of the *works* is used for calculating an amount for price adjustment after that date.

Z31.4 Price adjustment Options A and B.

NOT USED

Z31.5 Price adjustment Options C and D.

Each time the amount due is assessed, an amount for price adjustment is added to the total of the Prices which is the change in the Price for Work Done to Date since the last assessment of the amount due multiplied by $(PAF/(1+PAF))$.

Z31.6 Compensation events.

NOT USED

Z111 ECC – Fee adjustment for non compliance with Scope

Delete existing 11.2 (10) and replace with the following clause

The Fee is the amount calculated by applying the *fee percentage* to the Defined Cost excluding the cost of Sub-contractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the *fee percentage* is applied to the amount of the Defined Cost for Sub-contractors that have not complied with procurement by best value processes as defined in the Scope.

Z120 ECC – Carbon reduction

Ref. (Clause No.)	Clause words
11.2 Definitions	Add as Clause 11.2(36) (36) The Performance Table states the targets the <i>Contractor</i> is to achieve in Providing the Works and sets out the adjustment to payment if a measured performance is higher, the same or lower than its target. The Performance Table is the <i>performance table</i> unless later changed in accordance with the contract.
15.1 Early Warnings	In Clause 15.1 add as a new bullet between the second and third bullet: "• result in a target in the Performance Table not being met,"
Performance Measurements	
57	Add as Clause 57:
57.1	"From the <i>starting date</i> until the Completion Date, the <i>Contractor</i> reports to the <i>Project Manager</i> its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the <i>Contractor's</i> performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the <i>Project Manager</i> for acceptance its proposals for improving performance. A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.

57.3	<p>At the dates stated in the Performance Table,</p> <ul style="list-style-type: none"> • if the relevant performance does not meet the target stated in the Performance Table, the <i>Contractor</i> pays the amount stated in the Performance Table, • if the relevant performance exceeds or meets the target stated in the Performance Table, the <i>Contractor</i> is paid the amount stated in the Performance Table.
57.4	Information in the Performance Table is not Scope.
X18	<p>X18.5 add as a new bullet after the fourth bullet:</p> <ul style="list-style-type: none"> • low performance damages if the Performance Table applies

The *performance table* is [ECC-carbon-performance-table.xlsx](#)

the Performance Table for this contract type [form, Partner, Stage] as set out in the Carbon Methodology dated 08 June 2023

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 X15: The *Contractor's* design

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

██████████

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

██████████

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

██████████

██████████

████████████████████

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

Not used 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

Option C

[REDACTED]

The working areas are

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 [PRINT NAME]
[Redacted Signature]

for and on behalf of the Environment Agency

[Redacted Signature]

21/2/2024

SignatureDate

[Redacted Signature]

Role

Contractor execution

Signed Underhand by [PRINT NAME]
[Redacted Signature]

for and on behalf ofBAM Nuttall Ltd

[Redacted Signature]

SignatureDate

[Redacted Signature]

Role

Environment Agency

NEC4 engineering and construction contract (ECC)

Scope

Project / contract information

Project name	MEICA Capital Maintenance Projects
Project 1B1S reference	[REDACTED]
Contract reference	C23189
Date	09/02/2024
Version number	V17
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
25/01/2022	First issue produced by [REDACTED] and [REDACTED] [REDACTED]	1.0
19/04/2022	Updated based on comments from [REDACTED]	2.0
04/05/2022	Updated based on comments from [REDACTED] and from taking elements from similar scope produced for the Yorkshire Trash Screen project	3.0
16/06/2022	Updated based on meeting between EA and BAM	4.0
21/07/2022	Updated based on comments made by [REDACTED] [REDACTED]	5.0
18/08/2022	Final version	6.0
10/10/2022	Additional amendments made to the scope section	7.0
24/02/2023	Removal of Bishop Dyke and Selby Dam	8.0
03/05/2023	Insertion of Bishop Dyke and removal of all other projects	9.0
26/09/2023	Insertion of BAM's appendices	10.0
27/09/2023	Document on new scope template	11.0
29/09/2023	Removal of appendices	12.0
03/10/2023	Additional of Temporary Works brief in Appendix 3	13.0

16/10/2023	Update of Temporary Works brief in Appendix , updates based on BAM feedback & addition of assumptions shown in Appendix 5	14.0
07/11/2023	Appendix 3 Updated with Temporary Scope of Works Rev4	15.0
18/12/2023	Updated following review by DGC and Commercial Manager	16.0
09/02/2024	Final	17.0

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

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	Version 12	[REDACTED]
LIT 17641	Exchange Information Requirements	EIR_3.0	[REDACTED]



Environment
Agency

**Part 2: Non-returnable
Documents
NEC4 – ECC**

Section 8 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	Parent Company Guarantee (Option X4)
S 1700	<i>Client's</i> work specifications and drawings Project specific changes to the MTR

Appendix 1 BIM Protocol – Production and Delivery Table

Appendix 2 BIM Protocol – Employers Information requirements

Appendix 3 Bishop Dyke –Scope of Works for Temporary Works

Appendix 4 Bishop Dyke – Programme 2023

S 100 Description of the *works*

S 101 Description of the *works*

This scope document concerns the delivery of the Bishop Dyke Pumping Station Refurbishment as part of the wider regional Asset Recovery Programme. The project will be delivered in two phases. The first phase (referenced in this document as the temporary works) will be the installation of the temporary pumps, which will be needed for a period of circa 6 months to ensure winter readiness. This timeframe is based on the delivery lead time of the main pumps. The scope for the temporary works at Bishop Dyke project can be found within Appendix 3, titled Bishop Dyke – Temporary Scope of Works.

The second phase of the project is referred to as the permanent works, the Scope for which is outlined below:

The *Contractor* shall:

- 1) be responsible for the management, welfare and supervision of the *works*. This shall be undertaken from the *Contractor's* compound on third party land acquired for the duration of the scheme by the *Client*, to the north and south of the pumping station.
- 2) undertake, and is responsible for, the temporary works including the removal of temporary equipment installed in accordance with the temporary works scope contained within Appendix 2 of this document, prior to installation on permanent pumps and MCC.
- 3) ensure replacement skylight detailed in the Temporary Works Scope has ventilation suitable to increase airflow to a suitable rate for the efficient running of the permanent pump installation.
- 4) supply and install new four replacement 150/l second each Hidrostral CDSF10V fish friendly pumps and new MCC, including cabling and isolators. The replacement MCC is to be designated non-critical with conventional hardware controls only, including cabling and isolators.
- 5) remove the existing plinths and pipework from the wet well and replace with new to meet fish friendly specifications as detailed in the latest MTRs.
- 6) undertake the repair and renewal of the pipework and penetrations through the pumping station wall at the discharge location.
- 7) undertake all flooring modifications required to allow for maintenance of the new pumps including guide rails, supports and a replacement lifting beam and block and tackle.
- 8) undertake Harmonic electric surveys of the temporary and replacement permanent installations are required after completion of the works.
- 9) remove all plant and equipment that is not required for the permanent installation.
- 10) ensure that the existing level of resilience is maintained throughout the installation of the temporary and permanent works but does not take responsibility for damage to third party property should the demand on the

pumping station exceed the existing, temporary or permanent flow capacity as specified by the EA team.

S 102 Purpose of the Works / Outcome required

The purpose of the works are to mitigate flood risk to the area of Cawood, in line with the EA's wider flood risk management strategy.

As the project has MEICA elements. All designs that support the delivery of the works shall be undertaken by the *Contractor* and sit within this contract.

Project wide success criteria required are listed below:

- 1 Reduced risk of asset failure
- 2 Energy efficient run time
- 3 Strategic access to Sites shall be maintained at all times, although co-ordination between all parties will be required.
- 4 Demonstrates the successful integration of environmental design and civil engineering.

The *Contractor* shall complete the Asset Replacement such that it proves value for money to the *Client* in line with the scope outlined above.

The *Contractor* shall maximise positive environmental outcomes and demonstrate mitigation has been considered.

The *Contractor* shall safeguard the Site, the *works*, products, materials, and any existing structures affected by the *works* from damage and theft.

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

The general constraints listed below cover what is envisaged within this programme of works.

S 201 General constraints

- The *Contractor* shall ensure that the final solution / options considered are compliant with all Minimal Technical Requirements and legislation and seek to minimise long-term asset / land management and maintenance costs.
- Use of the Site will be for construction of the *works* as detailed in the section only. This will include for storage of materials required for the project.
- Access to the Site will be via the main road networks. Access for EA operations will be maintained at all times where practicable. Access for these operatives will be with consent of the *Contractor*.
- Noise and vibrations will be maintained below background where possible. All operations deemed to be more than trigger levels will be restricted to sociable hours, between 07:30 to 18:00, and noise suppression used where practicable.
- Working hours will be 07:30 to 18:00 Monday to Friday unless tidal flows dictate otherwise. Working outside these hours will require written permission from the *Project Manager*.
- Parking of vehicles will be within the Site boundary where possible. Where this is not possible vehicles will park in such a way as not to interfere with the residents and local traffic.
- Use of cranes will be controlled by trained operatives with restrictions upon access to the lift area provided by the *Contractor*. The *Client* is responsible for any additional land acquisition, required to Site the cranes outside of the EA boundary.
– N/A
- Use of explosives is not permitted.
- Restrictions on the use of hazardous materials as per the MTRs.
- Storage of fuel and chemicals. Fuel and chemical storage will be kept to a minimum on Site. A Purpose made container will be used when required, which will have a bunded capacity of 110% of the chemicals stored. This will be sited as far away as possible from any water course or drain.
- Pollution, ecological and environmental impacts. Suitable spill kits and disposal facilities will be available on Site.
- Interfaces between the works and existing things. A full dilapidation survey of all works areas will be carried out prior to the *Contractor* taking possession of the works area, notifying the *Client* of all defects other than those covered in the scope of works. A similar survey will be carried out upon clearance of the Site.
- Timber and tropical hardwood requirements – Any timber required for the works will be from a sustainable source.

- Permits and Permissions – The *Client* needs to notify the *Contractor* of any EA Permits and Permissions that may be required to carry out the works.
- The works area is to be deemed non-hazardous and a HAZOP is not required.
- 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 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

Work sites will be secured at all times during the working shifts, either with existing provisions, or with palisade fencing. Outside working hours CCTV cameras will be in place and monitored by remote guards.

S 204 Security and identification of people

The sites are all small. Visitors will be guided to the site office, where a suitable induction will be provided to make the persons aware of the restrictions, requirements and ongoing works.

S 205 Protection of existing structures and services

Any trees that may be required to be trimmed to allow access for site plant and materials, will be assessed by the site team and pruned by a trained arborator after a survey by trained ecologist, if required.

S 206 Protection of the works

All buildings and gates will be closed and locked when access is not required. Existing site infrastructure, not required for the works, will be segregated from the operations.

Additional isolation methods will be established to prevent unauthorised operation of the facilities during construction.

The Contractor shall take measures to protect the Site and take responsibility for repairing and restoring any areas of the existing structures, apparatus, roads, access ways, footpaths, fences gates etc that are damaged during the works.

S 207 Cleanliness of the roads

Deliveries will be scheduled to avoid periods of wet weather, where appropriate. Vehicles will not leave bound surfacing. If materials are deposited on public highways, these will be picked up by site operatives and if necessary, a road sweeper deployed.

S 208 Traffic Management

There is no requirement for traffic management on the public highway. Due to the nature of the sites, deliveries will be scheduled to avoid vehicles blocking public highways. Signage will be placed, and a traffic management plan issued to aid deliveries.

S 209 Condition survey

Pre-commencement and post completion surveys will be taken and passed to the *Client* by the *Contractor* upon completion of the works.

S 2010 Consideration of Others

Working hours are to be restricted to 07:30 to 18:00 Monday to Friday. All works to be screened from adjoining properties, where practicable.

S 2011 Control of site personnel

Permits to work, including written isolation confirmation, will be required before work commences on any potentially live equipment. All operatives to report to the site office prior to commencing works on Site. Upon first visit to site, operatives will be inducted and have their competencies checked.

S 2012 Site cleanliness

Waste facilities will be provided within the site boundaries, which will be emptied regularly and disposed of at a recycling facility where possible.

S 2013 Waste materials

All waste is to be recycled where possible. Separate facilities will be made available to allow for the segregation of waste.

S 2014 Deleterious and hazardous materials

No hazardous materials are to be used on these schemes. All lubricants greases and oils will be stored appropriately, and waste disposed of correctly.

S 2015 Carbon

A completed project must aim to minimise carbon emissions by:

1. Agreeing to a target (forecast) of emissions from construction that is set out in a verified carbon assessment with business case approval.
(ESTIMATED FORECAST OF CAPTIAL CARBON: 198 Tonnes CO₂.)

2. Exploiting the most likely opportunities for further reductions to the agreed forecast during construction.
3. Reporting the outturn of actual emissions against the agreed forecast and further reductions in a verified 'as built' update to the carbon assessment at project completion.

The project should be looking at how to minimise actual carbon emissions against the agreed forecast throughout the construction stage working with their suppliers on lower carbon products and services that meet the project scope and deliverables. A monthly report must be provided via FastDraft (using the carbon form – see application for payment section) providing:

1. actual emissions to date,
2. (latest) outturn forecast (based on actuals and remaining emissions to outturn) and
3. (Latest) outturn budget / target (set to the verified forecast)

The FastDraft carbon form may be supported by details of actual emissions to date against an agreed breakdown of asset/service/product lines taken from the verified carbon assessment.

This will inform the EA of progress in reducing carbon during construction in the form of a variance between a latest outturn forecast (reported on FastDraft) and verified forecast. The EA may require the project to set out actions to mitigate significant variances or where there is a significant change in scope to provide 'updated' versions of the carbon assessment, carbon budget and carbon appendix that will reset the construction stage outturn forecast and outturn budget.

Projects at completion must provide via Asite an 'as built' carbon appendix supported by an updated carbon assessment with outturn actual emissions reported against a previously verified forecast. The 'as built' carbon appendix and updated assessment must be verified by an EA appointed carbon specialist before completion of the project is approved. The verification process requires project team engagement with the verifier and may result in actions to:

1. update the carbon appendix and supporting carbon assessment and budget (i.e. ERIC).
2. set out the reasons for outturn actuals emissions being above/below the verified forecast

The verified outturn actuals and forecast from this process will be required for the performance measure set out in this contract as well as for an EA process of carbon budget authorisation managed by EA Project Sponsor.

S 300 Contractor's design

No design will be undertaken by the *Client*. Design on this programme of works – which will be minor in nature – will be carried out by the *Contractor*. All design liability will sit with the *Contractor* and shall be carried out in accordance with the latest MTRs and CDM guidelines. The standard contract will be modified to include for design responsibility for the *Contractor* via clause X15.

S 301 Design responsibility

Clause 21.1 As above

S 302 Design submission procedures

Clause 21.2 As above

S 303 Design approval from Others

Permanent and temporary materials for approval shall be notified in writing via Fast Draft to the *Project Manager*.

S 304 Client's requirements

The *Client*

The *Client* for the contract is represented by the Yorkshire Area team, primarily the *Client's* Senior User.

The *Client's* organisation has a regulatory function. Communications from the Environment Agency in its capacity as a regulator are not to be confused with communications as the *Client*.

The *Client* has a number of advisory departments with whom the *Contractor* may need to liaise. Examples include: Asset Performance, Partnership & Strategic Overview, NEAS, FBG, MEICA; Estates, etc. Personnel from these departments are not authorised to give instructions under this contract. Any instructions (that are not regulatory requirements) that the *Contractor* receives from other EA departments / personnel are referred to the *Project Manager*.

Regardless of context, the *Contractor* ensures that all communications, both from and to, other Environment Agency departments / personnel are copied to the *Project Manager* and *Client*.

Principal Designer

The *Client's* requirements for the parts of the works to be designed by the *Contractor* are detailed above (Works to be Undertaken by the *Contractor*)

The *Contractor's* design shall comply with but not be limited to following limitations and criteria when he carries out design;

- Specifications, including reference to relevant standards;
- Design standards and codes of practice;
- Size and/or space limitations;
- Loading and capacity requirements;
- Operational performance requirements and design life;
- Planning drawings and planning consents;
- Environmental standards;
- *Client's* standard design guidance;
- Collection of permanent works design criteria for BIM archive.

The *Contractor* shall carry out the *works* in accordance with the version of the Minimum Technical Requirements current at the Contract Date.

Where the Minimum Technical Requirements refers to the “Contract Administrator” or “Engineer”, this is interpreted as meaning the “*Project Manager*” and/or the “*Supervisor*” as the context demands. If the *Contractor* is in any doubt as to whether a matter should be raised with *Project Manager* or *Supervisor*, he shall ask the *Project Manager* to decide the issue.

References in the Minimum Technical Requirements to “submission for approval” or to “approval” shall be read as “submission for acceptance” or “acceptance” respectively.

Where the Minimum Technical Requirements refers to Plant or Equipment, the following definitions are to apply:

- “Plant” is items which (together with Materials) are intended to be included (incorporated) in the works.
- “Equipment” is items provided by the *Contractor* and used by him to provide the works and which the Scope does not require him to include in the works.

References in the Minimum Technical Requirements to equipment should be read as references to Plant or Equipment, as the context requires.

If the *Contractor* is in any doubt as to an interpretation, the matter should be raised with the *Project Manager* who shall decide the issue.

Any references in the Minimum Technical Requirements to the Particular Specification shall be read as references to the Scope.

Any references in the Minimum Technical Requirements to the *Client* or Purchaser shall be read as references to the *Client*.

Any references in the Minimum Technical Requirements to the Site shall be read as references to the Working Areas.

S 305 Design co-ordination

The *Contractor* will submit proposed design and materials to the *Client* for acceptance.

S 306 Requirements of Others

N/A

S 307 Copyright/licence

The *Client* may wish to use and copy the *Contractor's* design for other schemes as may be appropriate.

S 308 Access to information following Completion

The *Contractor* shall provide copies (both native and published) of any design produced during the commission of the Pipeline Scoping project.

The *Contractor* shall provide copies (both native and published) of any health & safety documentation produced during the commission of the Pipeline Scoping project.

S 309 Site investigations

N/A

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*:

- 1 hard copy of Health and Safety File and one electronic version Adjust this to Provide all information to the Principal Designer, if the Principal Designer is compiling the Health and Safety File
- 1 hard copy of Operating and Maintenance Manuals and one electronic version.
- 1 hard copy of As Built drawings and one electronic version
- Population of the *Client's* latest version of the Project Cost and Carbon Tool (PCCT), or its successor
- Transfer to the *Client* databases of BIM data
- Delivery of the Final Carbon Appendix
- Clause 11.2(2) Work to be done by the Completion Date.

S 402 Sectional Completion definition

N/A

S 403 Training

The operation of the systems will be explained to the operations team and explained in the O and M manual.

S 404 Final Clean

A final clean, removal of temporary structures, materials, protection and tools will take place where necessary upon completion of the works.

S 405 Security

During the works CCTV will be in place and monitored off site.

S 406 Correcting Defects

Access to the Site to correct Defects will be granted to the *Contractor* by the *Client*. All Defects are to be corrected before the Defects Date.

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 date*.

S 408 Take over

The *Contractor* shall take control for CDM purposes, and all EA operations would have to be under our supervision/site rules S903.

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).

S 502 Programme arrangement

The programme will be reviewed monthly and issued for acceptance.

S 503 Methodology statement

This information is to be provided to the *Clients* CDM co-ordinator in the form of the BAM Project Execution Plan, for approval prior to works commencing.

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 to sections S 901 and S 902.

S 505 Information required

The Contractor includes 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;
- Application dates for footpath closures;
- Requirements/restrictions of third parties;
- Landscaping works – clearly identified seeding, planting, etc;
- All time risks are to be clearly identified within a separate information column to the left of the Gantt bar chart section of the programme;
- Project handover documentation inc health & safety file documentation;
- Lessons Learnt review
- Significant temporary works;
- Material / sample panel acceptances; - paving, cladding panels, railings, etc;
- Traffic management plan;
- Temporary works consent applications;
- Contractor's shutdown periods e.g. Christmas, Easter, Statutory Holidays, etc;

S 506 Revised programme

The revised programme will be provided on a monthly basis.

S 507 Monthly reports

In managing the *service* the *Contractor* shall:

- Contribute monthly to the updates to the project risk register.
- Provide input to project efficiency CERT Form.
- Produce monthly financial updates and forecasts meeting the *Client's* project reporting timetable together with progress reports. Monthly financial updates and forecasts to meet EA deadlines provided by no later than the 10th day of each month, or otherwise agreed at the project start up meeting.
- Deliver a monthly progress report in the *Client's* standard template giving progress against programme, deliverables received and expected, financial summary against programme and forecast project carbon. [REDACTED]
- Commission capital forecast profile to be entered on FastDraft monthly & Project forecast outturn project carbon profile to be entered onto FastDraft monthly. The *Consultant/Contractor* is required to provide a monthly forecast on FastDraft for both carbon and cost in accordance with FHU



- Attend project board meetings as required.
- Ensure quarterly input into framework performance assessment / environmental Performance Measures.
- Maintain and show how accurate and up to date information on the whole-life cost and carbon of options is driving optimum solutions at all stages of design development. N/A.
- Capture lessons learnt relevant to scheme delivery for the EA PM.

S 600 Quality management

S 601 Samples

N/A.

S 602 Quality Statement

The information will be contained within the relevant Health & Safety files and in compliance with the MTRs.

S 603 Quality management system

Maintain a Quality Management System in line with ISO 9001.

S 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager

S 700 Tests and inspections

S 701 Tests and inspections

Clause 40.1, 40.2, 41.1 and 60.1 (16) Consider the following checklist for test and inspection details.

- Objective, procedure and standards to be used,
- When they are to be done,
- Where they are to be done,
- Who does the tests, and who is in attendance,
- Testing and inspection method,
- The Equipment required and who provides it,
- Access arrangements,
- Information or instructions required to be provided,
- Materials, facilities and samples to be provided,
- Involvement of specialists,
- Acceptable results and deviations,
- Test environment,
- Documents to be provided before and after the test,
- Whether or not authorisation to proceed to the next stage of the work depends on the test results.
- Are there any data tests required to ensure data required for BIM archive

S 702 Management of tests and inspections

The Management of the tests and inspections will be by the BAM commissioning Manager who will develop the plan and program with the relevant Subcontractors. Dates and activities for the tests will be notified to the *Project Manager*.

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* in time to enable the *Supervisor* to make such arrangements as he deems necessary for inspection and checking.

S 704 Supervisor's procedures for inspections and watching tests

The *ECC Project Manager* will be given due notice of any planned tests to be carried out by the *Contractor* as identified with in the ITP and commissioning program.

S 800 Management of the works

S 801 Project team – Others

Further to the *Client*, *Project Manager*, *Supervisor*, *Principal Designer* and *Contractor* roles identified previously within the contract.

The *Project Manager* is responsible for managing the contract on behalf of the *Client*, and he deals with time, money, and changes to the contract.

The *Supervisor's* duty is to ensure that the *Contractor* provides the *Works* in accordance with the contract documents – in particular, the Scope information.

Reference in the Scope to the engineer or contract administrator should be read as references to the *Supervisor* or the *Project Manager*, as appropriate.

If the *Contractor* is in any doubt as to whether a matter should be raised with the *Project Manager* or the *Supervisor*, he shall ask the *Project Manager* to decide the issue.

S 802 Communications

- For all contractual matters, FastDraft will be used.
- Meetings will be held on Teams on a weekly basis on a day to be agreed. Invites will be sent to the *Client* and *Contractor* teams as necessary.
- The meetings will follow the *Contractor's* standard template and include, Safety, Programme, Design, Financial, Risk, Liaison and any other matters arising from the works.
- Monthly progress report [REDACTED]
- Information requirements,
- Electronic systems and communications,
- BAM and EA standard forms will be adopted for communication
- Where abbreviations are used for the first time, the full wording should be used. A glossary of terms will be included in the handover documentation for clarity.

The *Contractor* shall prepare monthly progress reports shall be prepared in pdf version by the *Contractor* and provided to the *Project Manager* for distribution to the project team a minimum of three working days in advance of each monthly progress meeting which they shall attend. The progress report shall include those details listed in the Minimum Technical Requirements CI 1.30 and also:

- Progress
 - Activities started, progressed and completed during the month;
 - Activities planned for the forthcoming month;
 - Summary of ground conditions encountered;
 - Summary of weather conditions experienced; and
 - Instructed changes to the Scope.

- Programme
 - A marked up copy of the current programme showing progress and percentage completion of each activity; and
 - A revised programme (if appropriate).
- Issues
 - Problems encountered or anticipated.
- Information/services required from the *Client*.
- Information required by the *Contractor*.
- Public Relations
 - Contacts with the public or other third parties; and
 - Complaints or claims.
- Health & safety incidents
- Environmental
 - Pollution incidents, etc.; and
 - Recycling and waste reports.
- Efficiency register
- Team Performance Measures (or equivalent)
- Representative progress photographs.
- Any other issue / subject requested by the *Project Manager*

S 900 Working with the *Client* and Others

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

The works will be carried out by direct BAM employees where possible. Where specialist *contractors* are required, they will be BAM approved and the *Client* will be notified prior to the sub-contract order being placed.

The *Contractor* will take over CDM control of the works area for the duration of the works. EA operatives will be afforded access however they will need to adhere to the *Contractor's* site rules.

S 902 Co-operation

The *Contractor* to work in a collaborative manner with the *Client* and *Others* throughout the durations of this contract.

S 903 Co-ordination

A designated *Contractor's* supervisor or deputy will be on Site at all times during working hours. A call out number will also be provided to the *Client*. All EA staff and *contractors* should report to the supervisor prior to entering the working area.

S 904 Authorities and utilities providers

The *Contractor* shall consult with utility providers to confirm measures required to ensure safe construction of the works, and to duly allow for such provision as is required.

Information concerning the believed location of apparatus of the Statutory Undertakers, Highway Authority or others is included, where available, in the Site Information or Pre-Construction Information.

The *Contractor* liaises with all relevant Statutory Undertakers, the Highway Authority and other owners of apparatus before designing (where relevant) or commencing any excavations and satisfies himself as to the exact position of existing apparatus which may affect or be affected by the construction of the works.

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

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

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

The *Contractor* is to ensure a watching brief for unexploded ordinance is undertaken during excavation.

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

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

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

Identify suitable haul routes, consulting the Local Authority/Highway Authority for any particular traffic management measures that might be required (Construction Traffic Management Plan).

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 works.

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

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***

- Meeting rooms: none will be available on Site.
- Storage facilities limited and by agreement.
- Catering welfare facilities will be provided where food and drinks can be stored or warmed as required.
- Medical facilities and first aid will be provided by the *Contractor*.
- Sanitation on site facilities for washing and toilet will be provided by the *Contractor*. These will be cleaned on a weekly basis.
- Security will be monitored CCTV camera(s) provided by the *Contractor*.
- Copying, will not be available on Site
- Telephone, fax, radio and broadband will be via phones or 4G cards to be provided by the individual employers
- Computer equipment and services will be provided by the employer of the individual.
- Sign boards and other signage will be provided by the *Contractor*, other than scheme boards which will be provided by the *Client* (if required).
- Safety equipment and services, required for the construction will be provided by the *Contractor*. Where the equipment is essential for the operation of the facility, these will be maintained and access provided through the duration of the construction by the *Contractor*.
- Fences, screens and hoardings, will be maintained where in place with localised fencing provided by the *Contractor* to ensure the safety of the public and the workforce.

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

- Access to the Site.
- Space for the accommodation.

S 1100 Health and safety

S 1101 Health and safety requirements

- *Client's* safety requirements,
- *Reporting requirements*,
- Safety management, supervision and qualification,
- Management of Subcontractors,
- Drug and alcohol policy
- Site induction procedures

Occupational health, safety and welfare are of paramount importance to the *Client*. The works should be undertaken in a manner that achieves high standards of health, safety and welfare.

The Principal Designer is provided by the *Client*.

The *Contractor* shall be cognisant of the CDM Pre-construction Information, the *Client's* Health and Safety Policies and the 'SHEW Handbook' and must ensure full compliance with the *Client's* 'Safety is Paramount' code of practice. The *Contractor* shall ensure that all parties under sub-contract are cognisant of the requirements of these documents.

The *Contractor* shall prepare the Construction Phase Plan before work commences on site. The *Contractor* shall issue the Construction Phase Plan to the *Project Manager* for acceptance. The Construction Phase Plan must be accepted by the *Project Manager* before work can commence on site.

Public Safety Risk Assessments

The *Contractor* shall produce a Public Safety Risk Assessment (PSRA) during the construction period and updated during the defects correction period if required. The PSRA is to be in the *Client's* standard format.

Emergency Planning

The *Contractor* shall prepare an Emergency Action Plan for dealing with on-site or third-party emergencies that affect the works. This should include actions to be taken by the *Contractor* when managing flood risk.

The *Contractor* shall produce and provide to the *Project Manager* an emergency contact list which includes at least two names of responsible representatives of the *Contractor* and telephone numbers at which they can be contacted at all times outside normal working hours. One of these telephone numbers should be that of the *Contractor's* construction manager.

The *Contractor* shall submit digital copies of the plan to the *Project Manager* for information only and distribution to the *Client*, within 7 days of the *Contractor* gaining access to any part of the Site. The Emergency Action Plan shall include, as a minimum, the following:

- Emergency contact list – all contact names, organisation, telephone numbers etc;
- Items of Equipment, Plant and Materials that will be made available for use out of hours;
- Personnel resources that will be made available for 24/7 call outs;
- Method statements for dealing with Others or Environment Agency Emergencies and the Emergency Services;
- Method statements for rescuing and recovery of personnel, Plant and Materials, Equipment etc in the event of an emergency; and
- Method statements for dealing with pollution as a result of the works.

The *Contractor* shall pay particular attention to ensuring the safety of the public during the construction phase particularly when working in public open spaces.

Emergency arrangements

The *Contractor* acquaints himself and his employees with any relevant emergency arrangements including those of the *Client*. The *Contractor* provides emergency vehicle access to properties at all times, and gives access to members of the emergency services who may inspect the Site.

The *Contractor* provides access to all parts of the Site for the *Client* to undertake emergency inspections to drainage infrastructure or repairs to flood defences.

Floods

Hydrometric and flood warning information is available from the Environment Agency.

The *Contractor* provides emergency 24 hour contact details to the *Client* for registering with the Environment Agency's Flood Warning Schedule 8.

The *Contractor* provides emergency 24 hour contact details to the *Client* for registering with the Environment Agency's Incident Communications Service (ICS).

The *Contractor* may obtain regular weather forecasts from the *Client*. The *Client* is not liable for any consequences if it is unable to provide either flood warnings or weather forecasts, or if they prove inaccurate.

The *Contractor* monitors river levels and weather forecasts on a daily basis and promptly provides copies of the information to the Supervisor.

The *Contractor* provides an Emergency Flood Evacuation Plan for submission to the Local Planning Authority via the *Client* prior to any construction works taking place.

Services

The *Contractor* shall positively locate all services when plans indicate they are in the vicinity of the works even if they do not appear to be located within the immediate working area.

First Aid Provisions

The *Contractor* shall provide first aid boxes appropriate to the site operations. The *Contractor* shall ensure that, as a minimum, first aiders are trained to an emergency first aid at work qualification. These first aiders will be for the benefit of the *Contractor's* own personnel, those of any Subcontractors and the site staff of the *Project Manager*, *Supervisor* and *Client*.

Site inductions & toolbox talks

The *Contractor* shall ensure that all personnel before entering the Site are fully inducted on site procedures and rules. Personnel shall be made aware of any relevant arrangements, including those of the *Client*, which are in existence for dealing with emergencies.

The *Contractor* shall provide daily toolbox talks to site personnel to ensure that health, safety and environmental issues, the requirements of the contract and the design and the contents of the method statements are communicated throughout the site team.

Smoking restrictions

Smoking on the Site is permitted in areas designated by the *Contractor* but is subject to the following exclusions:

- Smoking will not be permitted whilst operating mobile Equipment;
- No smoking in any enclosed or semi-enclosed areas.

Reporting

The *Contractor* shall report any health and safety incidents on site using the procedure outlined in the *Client's* "Safe Construction Code of Practice". The *Contractor* shall provide a written report within twenty-one days of the incident, unless otherwise agreed with the *Project Manager*.

The *Contractor* is to liaise with the *Supervisor* in the joint monthly submission of an agreed Health & Safety report to the *Client* and the *Project Manager*.

The *Contractor* familiarises themselves with the format of the *Client's* standard template for the Health & Safety File and provides all information necessary for the Principal Designer to produce the Health & Safety File in said format. The Principal

Designer shall also provide an up to date copy of the Health and Safety File to the *Contractor*, who retains the File on the Site.

The *Contractor* shall:

- Undertake the role of Principal *Contractor* under CDM Regulations and liaise with other duty holders (including the Principal Designer) as necessary.
- Organise and chair health and safety meetings as required;
- Undertake coordination and cooperation with the *Project Manager*, *Supervisor* and Principal Designer including provision of information along with As Built drawings for the Health and Safety File;
- Update the Health and Safety File noting any incidents or near misses during the construction works;
- Record incidents and/or near misses in the accident book and advise the *Client* of items to be recorded on SHERMS and AIRSWEB.
- Produce Risk Assessments and Method Statements (RAMS) for works which they will undertake.

S 1102 Method statements

The overall Scheme Project Execution Plan (PEP) will be provided by the *Contractor* for acceptance by the *Client's* CDM co-ordinator along with any RAMS for operations deemed to be high risk.

S 1103 Legal requirements

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

The Principal Designer is: [REDACTED]

Name of organisation:	[REDACTED]
Address:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Tel:	[REDACTED]
Mobile:	[REDACTED]
Contact person	[REDACTED]
E-mail address:	[REDACTED]

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

S 1104 Inspections

The *Project Manager* may inspect the *Contractor's* compliance with the *Client's* and / or the *Contractor's* safety, health and environment requirements and procedures. The inspection may be unannounced.

The Principal Designer will undertake regular checks on the *Contractor's* Health and Safety procedures including record of site inductions, toolbox talks, confined space procedures and certifications and PPE. The *Contractor* shall make available within two working days all relevant Health and Safety information pertaining to this contract e.g. records of site induction, toolbox talks, procedures etc. for inspection by the Principal Designer.

S 1200 Subcontracting

S 1201 Restrictions or requirements for subcontracting

All Subcontractors that the *Contractor* intends to engage in the works will be notified to the *Client*.

All work undertaken by the subcontractors will be the responsibility of the *Contractor*.

S 1202 Acceptance procedures

Clauses 26.3 and 11.2(25) (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 1210 Procurement of subContractors

Subcontractors need to be selected using best value processes.

This requires the *Contractor* to demonstrate that they have made reasonable attempts to obtain three competitive tenders for all work in excess of £25,000.

The only exception to this is work which has been accepted (in writing) by the *Client's* Commercial Services Manager for strategic suppliers or for emergency work.

S 1300 Title

N/A

S 1301 Marking

N/A

S 1302 Materials from Excavation and demolition

The *Contractor* has title to the Materials from excavation and demolition, excepting those required in the works. Disposal of all materials shall be in accordance with statutory requirements. All deleterious material resulting from the works shall be disposed of in accordance with the statutory requirements. Before disposing of any material, the *Contractor* submits to the *Supervisor* details of the proposed disposal area and the type of haul plant to be used together with the route to be adopted.

The *Client* retains sole copyright on all documents, designs, photographs and publicity material developed for the work.

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

N/A

S 1500 Accounts and records

S 1501 Additional Records

- 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 *Project Manager*.

Contract Administration

The *Project Manager* and the *Supervisor* use the standard contract administration system Fastdraft.

The *Contractor* and *Project Manager* jointly maintain chronological indexes of each of the above items through Fastdraft contract management system.

Statement of Account

The *Contractor* shall prepare his final account complete with full supporting information cross referenced as appropriate. A full set of works record sheets, invoices, site instructions and compensation events shall be submitted with the final account.

Monthly Progress Reports

The *Contractor* submits monthly progress reports to the *Project Manager*, on a regular date to be stated by the *Project Manager*. The monthly progress reports contents are discussed in S802.

Photographs

In addition to the photographs taken during 'pre-starting condition surveys' the *Contractor* is to take regular photographs of the work as it progresses and as further required by the *Project Manager or Supervisor*.

The photographs are to be taken by a competent photographer using a digital camera. All photographs are to be date stamped and filed electronically in a chronological and identifiable manner. The photographs are to be submitted in electronic format to the *Project Manager* and *Client* on a fortnightly basis.

Upon completion, the *Contractor* is to ensure that all photographs have passed to the *Project Manager*. They become the property of the *Client*. The *Contractor* ensures that no use is made of the photographs without the written approval of the *Client*.

S 1502 Application for Payment / Invoice

The *Contractor* is required to provide the backup to their application for payment in the following format:



Submission of an application for payment without this format of backup sheet will **not** be recognised or treated as a compliant submission.

A monthly report must be provided via FastDraft (using the carbon form) providing:

1. actual emissions to date,
2. (latest) outturn forecast (based on actuals and remaining emissions to outturn) and
3. (Latest) outturn budget / target (set to the verified forecast)

The FastDraft carbon form may be supported by details of actual emissions to date against an agreed breakdown of asset / service / product lines taken from the verified carbon assessment.

This will inform the EA of progress in reducing carbon during construction in the form of a variance between a latest outturn forecast (reported on FastDraft) and verified forecast.

S 1600 Parent Company Guarantee (Option X4)

N/A

S 1700 Client's work specifications and drawings**S 1701 Client's work specification**

N/A

S 1702 Drawings

N/A

S 1703 Standards the Contractor will comply with

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

Ref	Report Name	Where used
N/A	Carbon Appendix	Carbon
300_10	300_10 SHE handbook for managing capital projects	H&S
300_10_SD27	300_10_SD27 SHE Code of Practice	H&S

Appendix 1 – Information Delivery Plan (IDP)

The *Contractor* shall adhere to the Environment Agency's Exchange Information Requirements (EIR) framework level minimum technical requirements.

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

The *Contractor* shall register for an Asite Account and request access to the project workspace to view the IDP and update to create the MIDP.

Guidance on the IDP can be found [here](#)

Create the IDP on Asite and embed a PDF version as Appendix 1.



Appendix 2 – Visualisation Scope

Guidance on visualisation can be found [here](#)

A tool to aide in the identification and scoping of visualisation can be found in knowledge management [REDACTED].

Create a scope of visualisation requirements if needed and embed a PDF output here as Appendix 3.

Visualisation e-learning can be found on learning zone. Search visualisation.

Appendix 3 Bishop Dyke – Temporary Scope of Works



Bishop Dyke
Pumping Station Tem

Appendix 4 Bishop Dyke Programme 6th July 2023



Bishopdyke
Programme 6th July 2