



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

Geographical Area: North East
Project Name: Mitford Dam Remedials
Project Number: [REDACTED]

Contract Type: Engineering Construction Contract
Option: Option E

Contract Number:

Stage: Construction

Revision	Status	Originator	Reviewer	Date
v1	Superseeded	[REDACTED]	[REDACTED]	07/06/2022
v2	Live	[REDACTED]	[REDACTED]	08/06/2022

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Mitford Dam Remedials

Project Number [REDACTED]

This contract is made on 25 July 2022
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
NEC4 ECC scope Mitford Remedials V3

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 E	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

Replacement of Gabions on the downstream outlet of Mitford Dam reservoir where they have slumped.

The *Client* is Environment Agency

Address for communications Tyneside House
Newcastle Business Park
Skinnerburn Road
Newcastle Upon Tyne
NE4 7AR

Address for electronic communications [REDACTED]

The *Project Manager* is tbc

Address for communications

Address for electronic communications [tbc](#)

The *Supervisor* is *tbc*

Address for communications

Address for electronic communications

The Scope is in
NEC4 ECC scope Mitford Remedials v3

The Site Information is in
nil

The *boundaries of the site* are
NEC4 ECC scope Mitford Remedials V3 appendix B 'Site Boundary'

The *language of the contract* is English

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

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register

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

01 August 2022

The *access dates* are
part of the Site
Fastdraft
Asite

date
01 August 2022
01 August 2022

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

4 weeks

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

31 October 2022

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

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

4 weeks

4 Quality management

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

4 weeks

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

52 weeks

The *defect correction period* is 2 weeks except that

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is

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

6 Compensation events

The place where weather is to be recorded is Morpeth Cockle park

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 Morpeth Cockle park
and which are available from Met office

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

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

These are additional compensation events

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

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

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

nil

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

'to be confirmed'

'to be confirmed'

['to be confirmed'](#)

The Institution of Civil Engineers

Z Clauses

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* r.

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*."

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. 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.

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 2022 period compensation event.

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

The Defined Cost for compensation events is assessed using

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only

Delay damages for Completion of the whole of the *works* are £172 65 per day

OPTION X10: Information modelling

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

██████████

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 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 6 years after the Completion of the whole of the *works*

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

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

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

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

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

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

term	<i>beneficiary</i>
any	none

Part Two - Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Contractor is

Name BAM Nuttall Ltd

Address for communications St James House
Knoll Road
Camberley
Surrey
GU15 3XW

Address for electronic communications

The fee percentage is

Option E

The working areas are

BAM and Subcontractor site offices and premises and working areas shown in boundaries of the Site drawing within Appendix A of 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

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

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are



X10: Information Modelling

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

Contract Execution

Client execution [Redacted]

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

[Redacted Date]

Date

[Redacted Role]

Role

Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of

BAM Nuttall Ltd

[Redacted Signature]

ECC Scope Template

Environment Agency
NEC4 engineering and construction contract (ECC)
Scope

Project / contract information

Project name	Mitford Dam Remedials
Project 1B1S reference	██████████
Contract reference	
Date	29 th June 2022
Version number	3
Author	██████████

Revision history

Revision date	Summary of changes	Version number
13/06/22	First issue	V1
21/06/22	Minor draft changes	V2
29/06/22	Minor draft changes	V3

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

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements (LIT 13258)	12.0	30/12/2021

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

S 100 Description of the *works*

As part of the Morpeth FAS project, a Flood Storage Reservoir (FSR) was built upstream of Morpeth at Mitford. Since the FSR was built the Reservoir Panel Engineer has been unable to give the final certificate of completion as on the downward stream Left Hand Bank (d/s L/H/B) the gabions are failing.

The objective of this project is the replacement of these existing failed gabions.

The work will include:

- Demolition of existing gabions on the d/s L/H/B, including the concrete platform on top and associated post and rail fencing.
- Access to the L/H/B is not possible without crossing the river from the R/H/B. This is expected to be achieved by building a temporary low level platform across the river to allow plant to cross without damaging protected habitats for native cray fish and the cray fish themselves.
- The gabions will be rebuilt and a new reinforced concrete platform built on top, with new steel parapet fencing, matching the existing on site.
- Installation of new step access will be incorporated into the design.

Due to native crayfish on site there is a very limited environmental window (July to September) that allows BAM to carry out works. Therefore there is a very tight deadline to this project. In order to reduce waiting time / the procurement programme and as the *Client* is currently waiting for the designers to complete the full design and spec, there will be a future PMI (Project Manager Instruction) post-award on this requirement to BAM's contract, detailing what BAM must carry out to complete the works.

The sketch scheme drawings describing the *works* are included in this scope Appendix A. These will then be updated and issued with detailed designs and specifications.

Once these works are completed it will allow the Panel Engineer to issue the completion certificate of the FSR.

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

S 201 General Constraints

The constraints will include:

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

People do not remain on the Site overnight without the written agreement of the *Project Manager*.

The *Contractor* shall notify the *Project Manager* 14 days in advance of his intention to first enter or occupy the Working Area within the Site. The *Client* in turn will notify the relevant EA departments and landowner, including the EA Site Liaison Officer and Field Operations Team who are responsible for and maintain the site.

The *Contractor* shall provide the following information to the *Client* to inform the relevant EA departments including Field Operations of:

- Marked up plan of the Working Area required
- Duration of the works
- Details of the works to be undertaken
- Access arrangements
- Site safety requirements

The *Contractor* is to identify and complete any condition surveys prior to taking entry.

The *Contractor* shall take into account the following in respect of access requirements adjacent to or in the Working Area;

The *Contractor* shall maintain safe access and egress routes for EA operatives and vehicles requiring access to areas affected by the works. The safe access and egress route shall be agreed with the *Project Manager* at least two weeks before the works in each Working Area commence.

Weekend working will require written acceptance of the *Project Manager* and a minimum notice period of ONE week is required.

The *Contractor* shall plan and order all his activities to assist the *Client* to achieve legal compliance and achievement of *Client's* corporate goals. In addition to this general requirement, particular areas for action are:

- Avoidance of pollution of any waters.
- Avoidance of pollution of any land.
- Protection and enhancement of flora and fauna;
- Avoidance of nuisance of sounds, vibrations and dust.

The *Contractor* shall:

Reinstate and make good of all areas affected by the works on a 'like for like' basis as a minimum unless stated otherwise on the drawings.

Provide tree protection to any trees which are to be retained during the works.

The *Contractor* shall notify the *Project Manager* of all third party requests for meetings.

The *Contractor* shall obtain all environmental permits for the works, including those which affect watercourses and or flood defences.

The *Contractor* obtains Flood Risk Activities Environmental Permits for temporary works from the Environment Agency.

The *Contractor* shall inform and agree any site visits with the *Client's* project manager. The *Client* will arrange access, based on *Contractors* supplied information and requirements. The *Contractor* shall inform the *Client* at least 7 days before any planned site visits.

The *Contractor* shall work directly with the following members of the project team:

- PCM project manager and assistant project manager
- Biodiversity officers
- [REDACTED]
- Senior User
- [REDACTED]
- All other members of the project team should be contacted through the *Client's* project manager or assistant project manager.
- Direct engagement with other third parties shall only be with permission of the *Client's* project manager or assistant project manager.

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

All access to be approved with the Site Liaison Officer who will advise on daily protocols required with regards to locked gates/security system.

S 204 Security and identification of people

All access to be approved with the Site Liaison Officer who will advise on daily protocols required with regards to locked gates/security system.

S 205 Protection of existing structures and services

All consultation and liaison with Statutory Undertakers are the responsibility of the *Contractor*.

The *Contractor* shall confirm the location of all the services identified in the Site Information. NOTE: As the *Client* is currently waiting for the designers to complete the design, there will be a future PMI (Project Manager Instruction) post-award on this requirement to BAM's contract, detailing what BAM must carry out to complete the works. It is the *Contractor's* responsibility to report any discrepancies to the *Project Manager* prior to commencement of the *works*.

Arrange and implement, as instructed as a compensation event, all service diversions and protection measures required during the *works* with the relevant service provider.

Protection works shall be determined and actioned prior to undertaking any activity by the *Contractor*. Suitable method statements must be developed by the *Contractor* and accepted by the *Project Manager* prior to undertaking such activity.

Underground and overhead services information shall be included in the Site Information and include the following:

- Electric
- BT
- Water
- Sewer
- Gas
- Communications

All existing services are to be maintained without interruption during the *works*.

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~~S 206 Protection of works~~

S 207 Cleanliness of the roads

The *Contractor* promptly removes mud and debris from the access routes.

~~S 208 Traffic Management~~

~~S 209 Condition Survey~~

~~S 2010 Consideration of Others~~

S 2011 Control of site personnel

Liaison will be required with EA field operations team who carry out regular maintenance of the site (grass cutting etc).

~~S 2012 Site Cleanliness~~

~~S 2013 Waste materials~~

~~S 2014 Deleterious and hazardous materials~~

S 300 *Contractor's* design

NOTE: As the *Client* is currently waiting for the designers to complete the design, there will be a future PMI (Project Manager Instruction) post-award on this requirement to BAM's contract, detailing what BAM must carry out to complete the works.

Temporary works may be required to provide access across the river course.

Design to be carried out to Minimum Technical Requirements.

~~S 301 Design responsibility~~

~~S 302 Design submission procedures~~

~~S 303 Design approval from Others~~

S 304 *Client's* requirements

NOTE: As the *Client* is currently waiting for the designers to complete the design, there will be a future PMI (Project Manager Instruction) post-award on this requirement to BAM's contract, detailing what BAM must carry out to complete the works.

Temporary works may be required to provide access across the river course.

~~S 305 — Design co-ordination~~

~~S 306 — Requirements of Others~~

~~S 307 — Copyright/licence~~

~~S 308 — Access to information following Completion~~

S 309 **Site investigations**

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 one electronic version of Health and Safety. Provide all information to the Principal Designer, if the Principal Designer is compiling the Health and Safety File
- Operating and Maintenance Manual: electronic version.
- As Built drawings: 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 Report

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

~~**S 402 Sectional Completion definition**~~

~~**S 403 Training**~~

~~**S 404 Final Clean**~~

~~**S 405 Security**~~

~~**S 406 Correcting Defects**~~

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. Inspection shall be arranged at a time as advised by the *Supervisor*.

~~**S 408 Take over**~~

S 500 Programme

NOTE: As the *Client* is currently waiting for the designers to complete the design, there will be a future PMI (Project Manager Instruction) post-award on this requirement to BAM's contract, detailing what BAM must carry out to complete the works.

The *Contractor* shall provide a high-level construction programme based on the detailed design supplied by [REDACTED] and input into activities, durations and sequence that can allow planning around specially the ecological constraints associated with working in the river course: July to September inclusive.

The programme shall cover all the activities to be undertaken by the *Contractor* and other members of the project team.

Upon submission of each revised programme all changes will be highlighted and explanation / justifications for these changes shall be provided to the *Project Manager*.

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~~

~~S 503 Methodology statement~~

~~S 504 Work of the *Client* and Others~~

~~S 505 Information required~~

~~S 506 Revised programme~~

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.
 - Commission capital forecast profile to be entered on FastDraft monthly
 - Project forecast outturn project carbon profile to be entered onto FastDraft monthly
 - 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.
-
- Capture lessons learnt relevant to scheme delivery for the EA PM.

~~S 600 — Quality management~~
~~S 700 — Tests and inspections~~

S 800 Management of the works

NOTE: As the *Client* is currently waiting for the designers to complete the design, there will be a future PMI (Project Manager Instruction) post-award on this requirement to BAM's contract, detailing what BAM must carry out to complete the works.

S 900 Working with the *Client* and Others

The *Contractor* will be required to liaise with the EA Site Liaison Officer and Field Operations Team who are responsible for security and maintain the site. The Field Operations Team may be on site carrying out maintenance activities adjacent to the Working Area, and using access roads at the same time as the *Contractor*.

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

~~S 902 — Co operation~~

~~S 903 — Co ordination~~

~~S 904 — Authorities and utilities providers~~

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

S 1000 Services and other things to be provided

The Client will arrange the following in liaison with the Site Liaison Officer (SLO) and Field Operations Team including:

- Access to the Site / Daily security protocols,
- Space for the accommodation/compound.
- Use of facilities on site to be confirmed with SLO.

S 1100 Health and safety

S1101 Health and safety requirements

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 whilst complying with the following documents/guidelines:

- 300_10 SHE handbook for managing capital projects (LIT 12507) 04/04/2019
- 300_10_SD27 SHE Code of Practice Version 3 (LIT 16559) 07/06/2018

TBC

S 1101 Method Statements

TBC

~~S 1102 Legal requirements~~

~~S 1103 Inspections~~

S 1200 Subcontracting

The *Contractor* may subcontract work using an NEC contract.

~~S 1201 Restrictions or requirements for subcontracting~~

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.

~~S 1300 Title~~

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

S 1500 Accounts and records (Options C and E)

S1501 Additional Records

Clause 52.2 Additional records to be kept by the *Contractor* include but not be limited the following:

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

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

~~S1600 Parent Company Guarantee (Option X4)~~

S1700 Client's work specifications and drawings

NOTE: As the *Client* is currently waiting for the designers to complete the design, there will be a future PMI (Project Manager Instruction) post-award on

this requirement to BAM's contract, detailing what BAM must carry out to complete the works.

S1701 Client's work specification

Please refer to the following sketch design drawings in Appendix A.

- 1. Drawing B5550a018.001 REV C0 'Flood Storage Area General Arrangement of Dam Cross Sections'**
- 2. Drawing B550A018.002 REVC0 'Flood Storage Area GA of Dam and Gabions'**

Further detailed design and specification will be provided.

Specifications which should be read in conjunction with the *Client's* Minimum Technical Requirements document.

S1702 Drawings

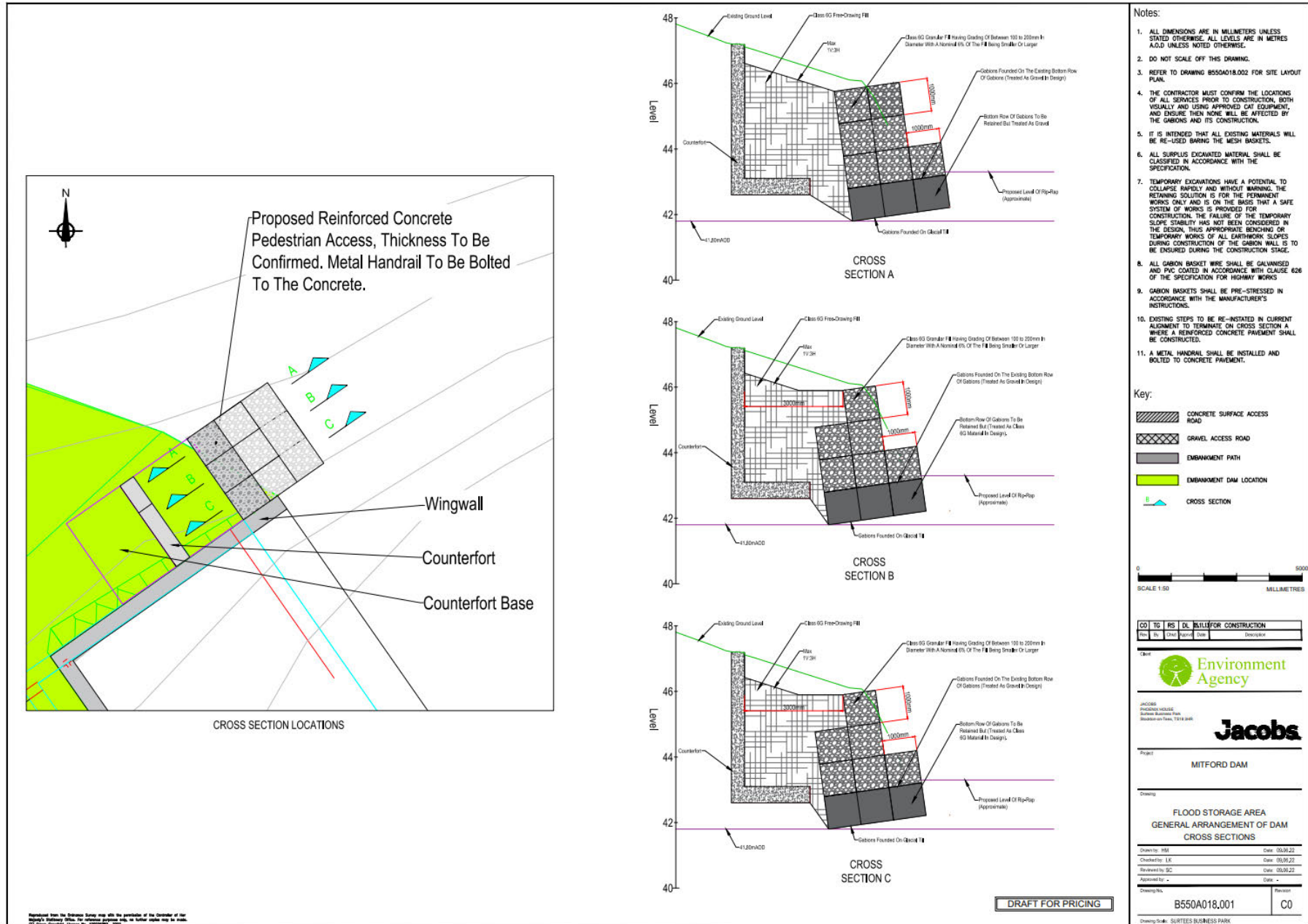
- a. Drawing B5550a018.001 REV C0 'Flood Storage Area General Arrangement of Dam Cross Sections'
- b. Drawing B550A018.002 REVC0 'Flood Storage Area GA of Dam and Gabions'

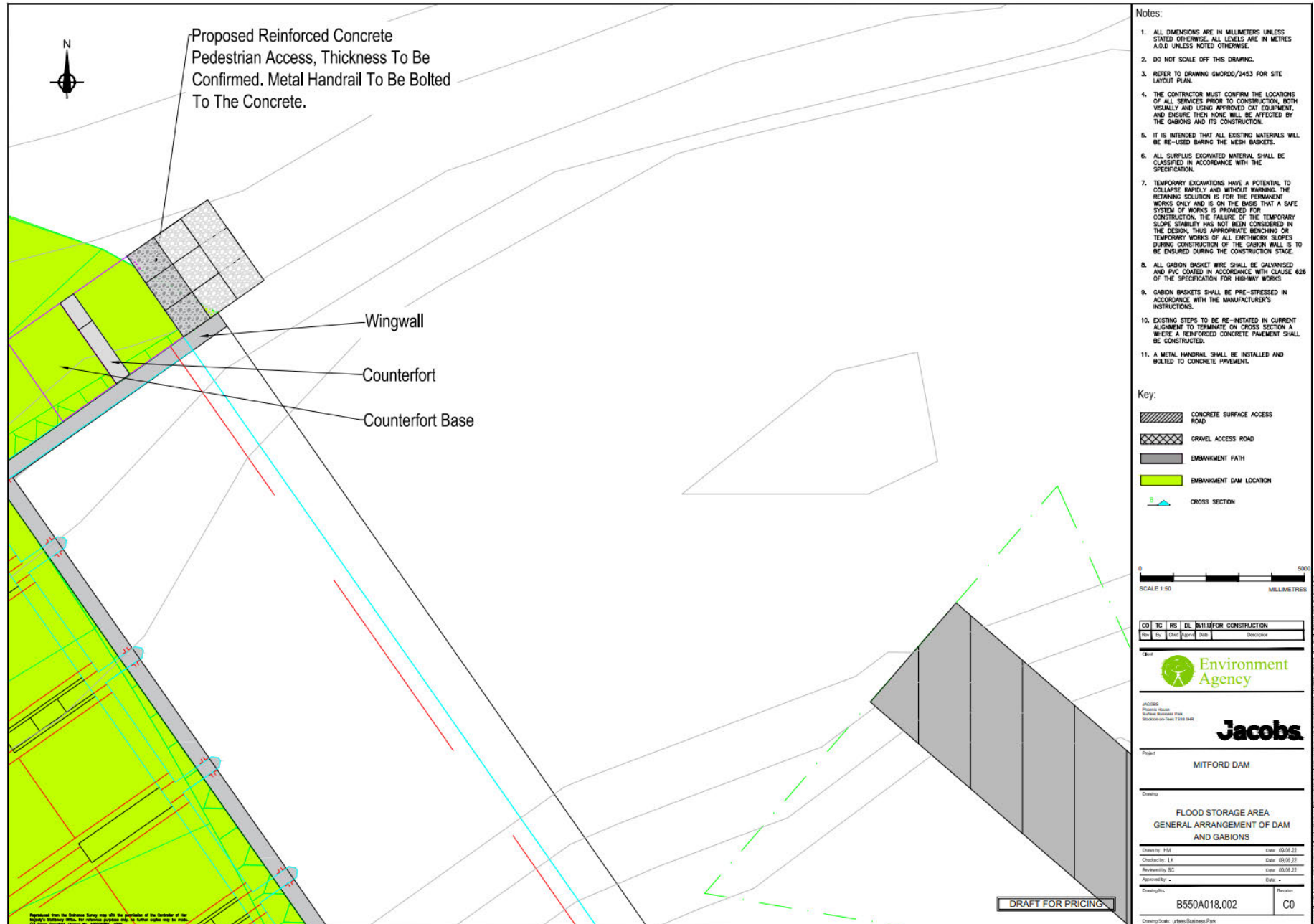
S1703 Standards the Contractor will comply with

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

Ref	Report Name	Where used
	Project Cost and Carbon Tool	
	300_10 SHE handbook for managing capital projects (LIT 12507) 04/04/2019	
	300_10_SD27 SHE Code of Practice Version 3 (LIT 16559) 07/06/2018	

APPENDIX A: SKETCH SCHEME DRAWINGS





APPENDIX B: SITE BOUNDARY DRAWING

